

AGREEMENT BETWEEN
CITY OF FIFE
AND
F.S. & GS. SERVICES, INC.
FOR
ASBESTOS ABATEMENT

ORIGINAL

F.S. & GS. SERVICES, INC., a Washington corporation ("Contractor") contracts with CITY OF FIFE ("Owner") to provide removal and/or abatement services as more specifically set forth in the Scope of Work below.

SECTION ONE
SCOPE OF WORK

This contract consists of the removal or abatement of asbestos containing materials (the "Work") specified by the Owner for remediation in certain projects owned and/or managed by Owner as follows:

Project Name: Commercial Asbestos Abatement – Fife Property
Property Owner(s): City of Fife
Project Location: 2115 54th Street East
Fife, WA 98424

Work to be performed: Remove and dispose of approximately 12,100 square feet of asbestos roofing, 500 sf of roof patch sealant, 20 sf of Cement Asbestos Board and 500 sf of floor tile and mastic as identified by sample numbers CFW-13 thru CFW-16, CFW-6 and CFW-17 in section 3.2 of the A & E Environmental Survey. It is our understanding that the structure is due to be demolished after the asbestos is removed.

Notes: Includes Prevailing Wages, environmental notices (Puget Sound Clean Air Agency and L & I) if required, travel time, labor, materials, set up, removal, rental (if needed), air monitoring and disposal. Insurance is per standard policy limits-G/L \$2M per occurrence. Additional policy limits are available at a premium.

* A 1/4 down deposit will be required prior to permitting and scheduling the project. *

The following are excluded from this contract:

3% for Payment and Performance Bond (Minimum \$ 100.00 fee if required), retention, utility disconnects, lead paint, demolition, abatement of <1% materials or materials other than noted above.

The nature of the Work is referred to as "removal," even though it may sometimes involve encapsulation, repair or some other form of abatement. Our engagement under this Agreement includes only those services specified in the Scope of Work. Owner agrees it will not hold Contractor liable for not performing additional services that Owner has not instructed us to perform, and Client expressly waives any claim against Contractor resulting from our failure to perform recommended additional services that Client has not authorized us to perform.

Contract Time Schedule: Project will commence 10 calendar days after the signed contract and a 1/4 down payment is received. Project will require 6 days and will be available for re-entry/demolition the following day.

Contractor shall not be responsible for any delay caused by fires, strikes, legal acts of a public authority, war, unusually inclement weather, delays or defaults by public or private carriers, acts of Owner or persons employed by Owner, or acts of God, or as a result of any changes ordered in work. If delay results from any one of these causes, the completion date shall be extended for such reasonable time as may be necessary, which shall be for at least the period of time of actual delay. Owner may not occupy any of the areas included in this Scope of Work during performance of this Agreement.

SECTION TWO
CONTRACT PRICE

The Contract Price for all services proceeded by it shall be as follows:

1. Total cost of the project is \$32,190.00 + \$3,025.86 (WSST @ 9.4 %) = \$35,215.86
2. Initial payment of \$ 8,803.96 (includes WSST) prior to permitting and scheduling.
3. Final payment of \$26,411.90 (includes WSST) will be made to the contractor upon completion.
4. VISA/MasterCard accepted at an additional 3% fee of contract price.

Indicate payment type: Check Cash Visa Mastercard

Tax exempt: yes no Copy of Reseller's Permit must be attached.

This bond or deposit is not for your exclusive use because it covers all work performed by this contractor. The bond or deposit is intended to pay valid claims up to \$12,000 that you and other customers, suppliers, subcontractors, or taxing authorities may have.

YOUR PROPERTY MAY BE LIENED.

If a supplier of materials used in your construction project or an employee or subcontractor of your contractor or subcontractors is not paid, your property may be liened to force payment and you could pay twice for the same work.

FOR ADDITIONAL PROTECTION YOU MAY REQUEST THE CONTRACTOR TO PROVIDE YOU WITH ORIGINAL "LIEN RELEASE" DOCUMENTS FROM EACH SUPPLIER OR SUBCONTRACTOR AT YOUR PROJECT.

The contractor is required to provide you with further information about lien release document if you request it. General information is also available from the state Department of Labor and Industries.

**SECTION NINE
INSURANCE**

FS&GS Services, Inc. maintains Workers' Compensation and Employer's Liability Insurance as required by state law. We also maintain comprehensive general liability insurance, and we will provide copies of certificates evidencing these policies which are available for review on request.

**SECTION TEN
LIENS**

Contractor shall be responsible to Owner for the release and satisfaction of any and all liens arising from the performance of this Agreement by Contractor. Contractor hereby agrees to indemnify and hold Owner harmless from any and all claims, including attorney's fees and costs by materialmen or subcontractors on account of labor performed or materials supplied by any such claimants as a result of this Agreement. However, in the event that a subcontractor or supplier shall refuse to release any such lien right, Contractor may at its option furnish a bond, or trust or escrow deposit sufficient to indemnify Owner against the amount of such lien together with an additional sum sufficient to pay any attorney's fees or taxable costs which might become due as a result of a judicial foreclosure of said lien right.

**SECTION ELEVEN
DISPUTES**

The parties to this Agreement must refer any dispute, controversy or claim arising out of or relating to this Agreement or its breach to mediation before pursuing any other dispute remedy.

Any dispute, claim or controversy not resolved in mediation will be decided in binding arbitration in accordance with the Construction Industry Rules of the American Arbitration Association at its offices in Pierce County, Washington, unless the parties mutually agree to some other dispute resolution forum.

This Agreement is governed by and subject to interpretation pursuant to the laws of the State of Washington. The prevailing party in any arbitration or litigation will be entitled to recover reasonable attorneys' fees, legal costs, arbitration fees and other claim-related expenses, including reasonable fees for the time of our personnel.

Dated this day of November 9, 2012

Proposal and contract prices effective for 30 days.

F.S. & GS. SERVICES, INC.

By: _____

Jason Kanar
Project Manager
16214 57th Ave. E, Suite A
Puyallup, WA 98375
253-548-1011 Phone
253-536-8488 Fax jason@fsandgs.com

CITY OF FIFE

Signature Date

5411 23rd St. East
Fife, WA 98424
253-255-4189 Phone

APPROVED AS TO FORM:

City Attorney

Unless tax exempt, the Owner shall also pay all applicable taxes associated with the Contractor's fee. Contractor will bill Owner for services either at the conclusion of the work or monthly, whichever period is shorter. Payment is due on receipt of the invoice unless otherwise agreed to in writing. A service charge of 1-1/2% per month applies to any unpaid amounts that are more than 30 calendar days past due. In addition to any past due amount, Owner will pay all of our reasonable expenses necessary for collection of any past due amounts including, but not limited to, attorneys' fees and expenses, filing fees, lien costs and our staff time.

Without incurring any liability to Owner, Contractor may either suspend or terminate this Agreement if Client fails to pay any undisputed invoice amounts within thirty (30) calendar days of the invoice date, or if Owner states its intention not to pay forthcoming invoices. Such suspension or termination will not waive any other claim against Owner. Following such suspension or termination, Contractor may resume work by mutual agreement after payment by Owner of all outstanding invoiced amounts and collection expenses.

SECTION THREE CHANGE ORDERS

The Owner may order changes to the Contractor's work to be performed without invalidating this Agreement. Adjustments in the Contract Price or the Contract Time Schedule, if any, resulting from such changes initiated by Owner shall be set forth in the Change Orders. If the Builder wishes to make a claim for an extension of the time schedule or for additions to the contract price, it shall execute a written Change Order and deliver same to the Owner within a reasonable time after the occurrence of such event giving rise to such claim. The effectiveness of all such Change Orders is subject to the approval of the Owner, which shall be demonstrated by Owner's execution of the Change Order in advance of Builder's undertaking of the implementation of any such Change Order.

SECTION FOUR LICENSE, INTENTS, NOTIFICATION, COMPLIANCE

Contractor has the appropriate licenses to perform abatement and remediation work as contemplated herein pursuant to the Department of Labor and Industries. Contractor will secure all necessary intents with regards to removal, hauling, and disposal. Contractor will provide timely notification of such actions as may be required by Federal, State, regional, and local authorities. The Work will comply with all laws, ordinances, rules and regulations of Federal, State, regional and local authorities regarding the handling, removal, storage, transportation, and disposal of asbestos containing material.

SECTION FIVE INDEMNIFICATION

Contractor will indemnify and hold the Owner harmless from and against any claims, liabilities, damages and costs (including reasonable attorney fees and costs of defense) arising out of death or bodily injury to persons or damage to property to the extent caused by or resulting from the sole negligence of Contractor its agents, officers or employees. For any such claims, liabilities, damages or costs caused by or resulting from the concurrent negligence of Contractor and the Owner, any duty to indemnify shall extend only to the extent of Contractor's negligence.

The Owner will indemnify and hold Contractor harmless from and against any claims, liabilities, damages and costs (including reasonable attorney fees and costs of defense) arising out of death or bodily injury to persons or damage to property to the extent caused by or resulting from the sole negligence of the Owner, its agents or its employees. For any such claims, liabilities, damages or costs caused by or resulting from the concurrent negligence of Contractor and the Owner, any duty to indemnify shall extend only to the extent of the Owner's negligence.

SECTION SIX PROOF OF INSURANCE

With the execution of this Contract, Contractor and any subcontractor shall provide proof of evidence from an insurance company that Contractor is insured.

SECTION SEVEN DISPOSAL OF MATERIALS

Disposal of all asbestos containing materials resulting from the Work performed under this Agreement shall be the responsibility of Contractor and shall be in accordance with all applicable regulations.

SECTION EIGHT NOTICE TO CUSTOMER

This contractor is registered with the state of Washington, registration no. FSGSS**120RE, and has posted with the state a bond or deposit of \$12,000 for the purpose of satisfying claims against the contractor for breach of contract including negligent or improper work in the conduct of the contractor's business. The expiration date of this contractor's registration is July 6, 2013.

THIS BOND OR DEPOSIT MIGHT NOT BE SUFFICIENT TO COVER A CLAIM THAT MIGHT ARISE FROM THE WORK DONE UNDER YOUR CONTRACT.