

**CITY OF FERNDALE  
REQUEST FOR COUNCIL ACTION**

**FROM:** Roger Schmidt, Fire Chief

**SUBJECT:** Asbestos Removal Contract

**SUMMARY & BACKGROUND:**

City Attorney Dan Christ has reviewed the contract with Dependent Environmental Services Inc. of Ferndale for removal of asbestos from both fire stations and has approved it as to form.

**ATTACHMENTS:** Contract with Dependent Environmental Services, Inc.

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**COUNCIL AGENDA DATE:** October 13, 2008

**CITY ATTORNEY REVIEW:** October 3, 2008

**FINANCE DIRECTOR REVIEW:** N/A

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**RECOMMENDED ACTION:**

Moved by , seconded by , to approve the contract with Dependent Environmental Services, Inc. of Ferndale in the amount of \$119,000 for asbestos removal at both fire stations and authorize the Mayor and City Clerk to sign it. Funds for this expenditure are budgeted and available in Account # 245-977, Public Improvement.

## CONTRACTOR AGREEMENT

THIS AGREEMENT made this **25th day of September, 2008**, by and between **Dependent Environmental Services, Inc. 910 East Drayton St. Ferndale MI 48220**, hereinafter called the **Contractor**, and **The City of Ferndale, 300 E. Nine Mile Rd. Ferndale MI 48220**, hereinafter called the **Owner**.

WITNESSETH, that the Contractor and the Owner for the consideration named herein agree as follows:

### ARTICLE 1. SCOPE OF THE WORK

The Contractor shall furnish all the materials and perform all of the work shown on the drawings and/or described in the specifications dated September 12, 2008 entitled "**Asbestos Abatement Specifications for the Fire Station No. 1 1635 Livernois Ferndale, MI and Fire Station No. 2 1070 East Nine Mile Road Ferndale Mi.**" Bid No. 1, Exhibit A, as annexed hereto as it pertains to work to be performed on property located at:

### ARTICLE 2. TIME OF COMPLETION

The work to be performed under this Contract shall be commenced on or before **October 14th, 2008**, and shall be substantially completed on or before **November, 14 2008**. Time is of the essence.

### ARTICLE 3. THE CONTRACT PRICE

The owner shall pay the Contractor for the material and labor to be performed under the Contract the sum of **One Hundred Nineteen Thousand Dollars (\$119,000.00)**, subject to additions and deductions pursuant to authorized change orders.

### ARTICLE 4. PROGRESS PAYMENTS

Payments of the Contract price shall be paid in the manner following:  
Invoices to be submitted on the 1<sup>st</sup> and 15<sup>th</sup> of each month, payment within 30 days of submission.

### ARTICLE 5. GENERAL PROVISIONS

1. All work shall be completed in a workmanship like manner and in compliance with all building codes and other applicable laws.
2. To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform said work.
3. Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract.
4. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.
5. All change orders shall be in writing and signed by both Owner and Contractor.
6. Contractor warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees and subcontractors.
7. Contractor shall at its own expense obtain all permits necessary for the work to be performed.
8. Contractor agrees to remove all debris and leave the premises in broom clean condition.

9. In the event Owner shall fail to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of any dispute.

10. All disputes hereunder shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association.

11. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials.

12. Contractor warrants all work for a period of 0 months following completion.

**ARTICLE 6. OTHER TERMS**

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Signed this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Owner

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Contractor