

## REMOVAL AND DISPOSAL OF ASBESTOS CONTRACT

THIS CONTRACT made and entered into this ... day of August, 2016, by and between Environmental Action, Inc. as party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the CITY, party of the Second Part.

### WITNESSETH

WHEREAS, the CITY has requested quotes from at least three (3) persons, firms, or corporations dealing in and able to meet the specifications for the following project:

### ASBESTOS REMOVAL

In accordance with the terms and provisions of said CONTRACT; and,

WHEREAS: the CONTRACTOR has submitted to the CITY a proposal in accordance with the terms of this CONTRACT and,

WHEREAS, the CITY has determined and declared the above-named CONTRACTOR to have the lowest and best proposal on the above-prepared project, and has duly awarded this CONTRACT to said CONTRACTOR, for the sum named in the proposal, to wit: Thirty-Seven Thousand Nine Hundred Twenty-Four Dollars (\$37,924.00);

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this CONTRACT have agreed, and hereby agree, as follows:

1) The CONTRACTOR shall, in a good and first-class, workman-like manner at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete the removal of asbestos materials as well as proper disposal of all asbestos materials in strict accordance with the Oklahoma Department of Labor rules that govern the removal of friable and non-friable asbestos containing materials, with this CONTRACT and the following CONTRACT Documents: Asbestos Inspection Report, Solicitation of Quotes and Scope of Work, Contractor's completed Quote Form, Verification of Workers Compensation and General Liability Insurance, and Verification of a current Asbestos Abatement Contractor License with the State of Oklahoma Department of Labor, all of which documents are on file with the City of Norman, and are made a part of this CONTRACT as fully as if the same were set out at length.

2) It is further agreed that the CONTRACTOR will commence work within ten (10) days following the receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously until completion or clearance of all friable and non-friable asbestos has been accomplished to the standards set forth by the Oklahoma Department of Labor as the licensing authority for asbestos abatement.

3) That the CONTRACTOR agrees that the completed Quote Form will be the amount paid for asbestos removal and that CONTRACTOR shall not be entitled to any further compensation whatsoever. The CITY will remit payment to the CONTRACTOR for services rendered under this agreement within 30 days of receipt of the completed and properly notarized Affidavit of Completion.

4) The CONTRACTOR shall complete the work in accordance with the terms of this Agreement within a period of time not to exceed Forty-Five (45) calendar days following issuance by the CITY of a Notice to Proceed authorizing the CONTRACTOR to commence work on the project.

5) IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in four (4) duplicate originals, the day and year first above written.

To that end, no provision of this CONTRACT or of any such aforementioned document shall be interpreted or given legal effect to create an obligation on the part of the CITY to third persons, including, by way of illustration but not exclusion, assignees of the CONTRACTOR, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligations of the CONTRACTOR; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the CITY or in any way to restrict the freedom of the CITY to exercise full discretion in its dealing with the CONTRACTOR.

6) The attached sworn, notarized contract affidavit must be signed and notarized before this CONTRACT will become effective.

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 4th day of August, 2016, and the day of \_\_\_\_\_, 2016.

(Corporate Seal) (where applicable)

ATTEST:

Wynona Sellers  
Corporate Secretary (where applicable)

Signed: [Signature] Principal  
Authorized Representative  
President  
Title

Address: P.O. Box 1029  
Jenks, OK 74037

Telephone: 918-298-4080

CITY OF NORMAN:

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
City Attorney

Approved by the City of Norman, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

CONTRACT AFFIDAVIT

STATE OF Tulsa )  
 ) SS  
COUNTY OF OK )

A. Don Tolley, of lawful age, being first duly sworn, on oath says  
that (s)he is the Agent authorized by the Firm of  
to submit the above Contract to the City of Norman, Oklahoma.

Affidavit further states that such firm has not paid, given or donated or agreed to pay, give, or  
donate to any officer or employee of the City of Norman, Oklahoma, any money or other thing  
of value, either directly or indirectly, in the procuring of the Contract.

CONTRACTOR

*A. Tolley*

Subscribed and sworn to before me this 4th day of August, 2016.

Notary Public

*Jackie McKinzie*

My Commission Expires:

8-28-17

