

**ATTACHMENT "A"**

**AGREEMENT**

***Removal of Asbestos and other Hazardous Materials***

**1240 Yeamans Hall Road  
1242 Yeamans Hall Road  
5902 Howard Street**

THIS AGREEMENT is made and entered into as of \_\_\_\_\_ by and between THE CITY OF HANAHAN, a municipal government agency of the State of South Carolina, hereinafter "City", and \_\_\_\_\_, hereinafter "Contractor."

**WITNESSETH:**

WHEREAS, Contractor desire to perform asbestos and other hazardous materials removal services at the following addresses: 1240 Yeamans Hall Road, 1242 Yeamans Hall Road and 5902 Howard Street, and

WHEREAS, City desires to engage Contractor for such services.

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, it is agreed by and between the parties hereto as follows:

1. Contractor agrees to perform asbestos abatement and other hazardous materials removal at the addresses noted herein and as described in Exhibit "A" attached hereto commencing as of the date of a signed contract. Work shall be performed as specified in Exhibit "A" with all work being completed within a Forty-five (45) day period. All financial commitments by the City shall be subject to the availability of funds approved by City Council and the limitations on future budget commitments provided under applicable South Carolina law.
2. Said Contractor services shall consist of services and requirements listed under Exhibit "A", Scope of Work, attached and incorporated by reference.
3. For such services, Contractor shall be paid as specified under Exhibit "B", Price, Schedule, attached and incorporated by reference.
4. For such consideration, Contractor shall furnish all materials, supervision, labor and equipment to complete the requirements of this Agreement.
5. Contractor, at its own cost, shall secure and maintain the following insurance coverage:
  - a. Contractor shall obtain and maintain during the life of this Agreement Worker's Compensation insurance as required by the State of South Carolina for all of Contractor's employees employed at the site of Work. Subcontractor's must also

be covered according to the State of South Carolina. The certificate of policy shall provide that coverage hereunder shall not be canceled or reduced without at least thirty (30) days prior written notice to the City.

- b. Public and liability insurance according to the laws of the State of South Carolina
- c. Automotive Public Liability Insurance. Whenever Contactor or any Subcontractor shall use and operate owned, hired, or non-owned automobiles, trucks or other vehicles on public streets and highways in complying with the terms and conditions of Construction Contract, Contractor or each Subcontractor shall carry automobile public liability insurance.
- d. Insurance policies shall be non-cancelable for thirty (30) days. Each policy of insurance provided shall be non-cancelable for a period of not less than thirty (30) days after notice of cancellation that provides "no sunset" occurrence coverage, however, the City may accept insurance on a claim made basis with the longest term available.
- e. Contractor shall furnish Certificates of Insurance, acceptable to the City, verifying the foregoing concurrent with the execution hereof and thereafter as required.
- f. Contractor shall obey all laws, ordinances, regulations and rules of the Federal, State, County and Municipal governments that may be applicable to its operations. Said laws include, but are not limited to, the Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety & Health Administration (OSHA), and the Americans with Disabilities Act (ADA). Any violation of applicable law shall constitute a breach of this Agreement and Contractor shall hold the City harmless from any and all liability arising out of, or in connection with, said violations including any attorney's fees and costs incurred by the City as a result of such violation.
- g. If this Agreement is canceled or terminated as provided herein, City shall pay the Contractor on the basis of actual services satisfactorily performed as calculated by the City.
- h. Contractor shall at all times comply with all Federal, State, and local environmental laws and regulations as the same may apply to the Contractor's acts and responsibilities in connection with this Agreement and use due care with respect to such acts or responsibilities. The Contractor acknowledges and agrees that the indemnity obligations contained in this Agreement include, but are not limited to, the obligation to indemnify, save harmless and defend the City as set forth therein with respect to environmental matters, which may include, among other things, all fines, judgments, actions, penalties, administrative proceedings, demands, damages, mitigation, remediation and any decreases in the value of City property as a result of the Contractor's acts or omissions pursuant to this

Agreement. Upon occurrence of discover or any matter having adverse environmental impacts, which matter is the act or within the responsibility of the Contractor, the Contractor shall immediately notify the City's Director of Public Services, and promptly take at is sole expense all necessary actions to comply with all relevant environmental laws.

- i. Contractor is not an employee of the City for any purpose whatsoever. The Contractor is an independent Contractor at all times during the performance of the services specified.

All notices shall be directed to the following addresses:

City: City of Hanahan  
Purchasing Office  
1255 Yeamans Hall Road  
Hanahan, South Carolina 29410  
Attn: Katherine Farias

Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 6. This Agreement shall not be assigned by either party without the prior written consent of the other party.
- 7. Contractor's obligations are solely to the City and the City's obligations are solely to the Contractor. This Agreement shall confer no third-party rights whatsoever.
- 8. This Agreement embodies the entire Agreement between the parties and shall not be altered except in writing signed by both parties.
- 9. Any ambiguity in this Agreement shall be construed in favor of the City.
- 10. This Agreement shall be enforced in and governed by the laws of the State of South Carolina.

SIGNATURE PAGE NEXT

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year written.

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Notary:

\_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

**SEAL**

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

CITY OF HANAHAN

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Notary:

\_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

**SEAL**

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_