



## BID/PROPOSAL AND SERVICES AGREEMENT

**Comprehensive Risk Services, LLC** ("CRS") (333 East Osborn Road, #300, Phoenix, Arizona 85012; (855) 665-3345) submits this proposal to \_\_\_\_\_ ("Client") for the work described below. If Client accepts the proposal, then the parties' agreement consists of the terms and conditions that follow.

### Proposal

- A. CRS is a licensed contractor (AZ ROC 275441; CO GAC 17012) that provides environmental safety services.
- B. Client has requested a proposal (or bid) from CRS to provide services for Client's project ("Project") described in the scope of work attached as **Exhibit 1** ("Work") and incorporated into this proposal.
- C. Subject to the terms and conditions in this Bid Proposal and Agreement ("Agreement"), CRS proposes to perform the Work for \$\_\_\_\_\_ ("Bid Price"). The Bid Price includes labor, applicable taxes, and materials. Additional charges not in the Bid Price may be in the Agreement.
- D. The Bid Price is subject to the following terms and conditions.
  1. CRS shall perform the Work in compliance with applicable EPA and OSHA laws and regulations.
  2. CRS shall properly dispose of all Project waste at approved sites in accordance with applicable laws and regulations.
  3. Client shall pay for all permits required for the Work.
  4. Client or other contractors shall perform all air clearance.
  5. Client shall provide all utilities required by CRS to perform the Work.
  6. Client shall place commercial waste bins as close as reasonably possible to Project demolition areas.
  7. Client shall weatherproof Client's buildings and other property during the Work, and Client shall prepare all completed Work for installation of new building materials.
  8. Costs related to substrate conditions unknown or undisclosed to CRS are not included in the Bid Price.
  9. Costs related to multiple layers of flooring that are unknown or undisclosed to CRS are not included in the Bid Price. Client shall pay all costs to remove multiple layers of flooring at CRS's standard rates.
  10. This proposal expires on \_\_\_\_\_.

### Agreement

Client accepts CRS's Proposal. Now, therefore, in consideration of the Proposal and the mutual covenants that follow, CRS and Client agree as follows.

1. **The Work.** CRS shall perform the Work (described in Exhibit 1) in accordance with applicable industry standards and in conformance with applicable laws and regulations.
2. **Payment.** Client shall pay the Contract Price (the Bid Price accepted by Client as adjusted by change order, if any) in monthly installments invoiced to Client. Client shall pay each installment within 30 days of the invoice's date. If Client fails to pay any invoice within 30 days, Client shall pay CRS interest on the delinquent balance at the rate of 1.5% per month (or part of a month) until the balance due is paid in full.
3. **Schedule.** CRS shall perform the Work in accordance with the Project Schedule attached as **Exhibit 2 (if applicable)**. The Project Schedule may depict dates by which Client must perform certain tasks, and Client shall perform those tasks by the dates indicated. If CRS is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control (such as force majeure), Client shall reasonably extend all related Project Schedule deadlines, including the deadline to substantially complete the Work.
4. **Access.** Client shall provide reasonable access to the Project site, including access to buildings and other improvements, as necessary to enable CRS to perform the Work. By signing this Agreement, Client authorizes CRS to proceed with the Work and grants CRS access to the site.
5. **Indemnity.** Client shall defend, indemnify, and hold harmless CRS, its affiliated companies, and all of their respective owners, directors, officers, employees, and agents (collectively "CRS Indemnitees") for, from, and against all claims, liabilities, losses, demands, penalties, forfeitures, suits, damages, judgments, costs and expenses, including attorneys' fees and expert witness fees (collectively "Claims"), arising out of or relating to: (1) Client's negligent or intentional misconduct; and (2) fire, wind, water, or rain after fireproofing or

other insulation has been removed. Notwithstanding the foregoing, Client shall not defend, indemnify, and hold harmless the CRS Indemnitees for Claims caused by CRS's negligence or intentional misconduct. CRS shall defend, indemnify, and hold harmless Client, its affiliated companies, and all of their respective owners, directors, officers, employees, and agents (collectively "Client Indemnitees") for, from, and against any and all Claims arising out of or relating to CRS's negligence or intentional misconduct in performing the Work. Notwithstanding the foregoing, CRS shall not defend, indemnify, and hold harmless the Client Indemnitees for Claims caused by Client's negligence or intentional misconduct.

**6. Limited Warranty.** CRS warrants to Client (and only to Client) that the Work performed by CRS, when completed, will conform to industry standards and laws and regulations applicable to the Work. For a period of six months after substantial completion of the Work, CRS at its own expense shall repair or remediate any defect in the Work. This is Client's exclusive remedy for breach of this limited warranty. **THE LIMITED WARRANTY IN THIS SECTION IS PROVIDED IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES. CRS DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF THE WORK'S MERCHANTABILITY OR ITS FITNESS FOR A PARTICULAR PURPOSE. IF ANY IMPLIED WARRANTIES OTHERWISE APPLY, THEY ARE LIMITED IN DURATION TO THE WARRANTY PERIOD SPECIFIED IN THIS SECTION (SIX MONTHS).** Client shall immediately notify CRS in writing of any alleged defect in the Work. But CRS is not liable for defects in the Work (including latent defects) for which Client does not notify CRS within six months of substantial completion of the Work.

**7. Limitation of Liability.** CRS'S TOTAL LIABILITY TO CLIENT UNDER THIS AGREEMENT AND FOR THE WORK IS LIMITED TO DIRECT DAMAGES NOT EXCEEDING THE CONTRACT PRICE. CRS IS NOT LIABLE TO CLIENT FOR CONSEQUENTIAL DAMAGES UNDER THIS AGREEMENT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE WORK, WHETHER CLIENT ALLEGES LIABILITY (FOR CONSEQUENTIAL DAMAGES) IN CONTRACT, TORT, STRICT LIABILITY, WARRANTY, OR OTHERWISE. CRS IS NOT LIABLE TO CLIENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PENAL LOSS OR DAMAGE OF ANY NATURE WHATSOEVER (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR LOSS OF USE), EVEN IF CRS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE. Client may not bring any action arising out of this Agreement more than two years after the date the cause of action accrues.

**8. Precedence Clause.** If the Parties here identify a pre-existing contract, this Agreement shall constitute a modification to the pre-existing contract and such pre-existing contract's terms shall take precedence over the terms contained in this Agreement in the event of an irreconcilable conflict. Prior Existing Contract:\_\_\_\_\_.

**9. Insurance.** CRS shall purchase and maintain the following insurance; General Liability-\$1million each occurrence, \$2 million aggregate, Pollution liability-\$1 million each occurrence, Professional liability-\$1 million each occurrence, Automobile liability-\$1 million each occurrence, Umbrella liability-\$3 million each occurrence and \$3 million aggregate, Workers Compensation-\$1 million each accident. Certificates of insurance naming Client as an additional insured are available upon request.

**10. Miscellaneous.** This Agreement must be interpreted in accordance with Arizona law, without giving effect to its conflict-of-law rules. Any litigation filed by either party to enforce this Agreement must be filed in Maricopa County, Arizona. The parties may modify this Agreement only by written change order signed by them. If either party fails to insist on performance of any term or condition of, or fails to exercise any right or privilege under, this Agreement, the failure does not waive the term, condition, right, or privilege. This Agreement constitutes the parties' final, integrated agreement. Any statement, representation, promise, or inducement in any other agreement is null and void, and not binding on either party. The parties do not intend to benefit any other person or entity by this Agreement, and no person or entity other than Client is a beneficiary of the Agreement's limited warranty. **The customer has the right to file a written complaint with the Arizona Registrar of Contracts [azroc.com (602) 542-1525] for issues under A.R.S. 32-1154(A) within times set by A.R.S. 32-1155(A).**

**In witness whereof,** CRS has executed this proposal on the date indicated below. If Client accepts the Proposal, Client has executed this Agreement to be effective, both parties agree, on the date next to Client's signature.

**As proposed:**  
Comprehensive Risk Services, LLC (CRS)

Dated\_\_\_\_\_

By\_\_\_\_\_

Its\_\_\_\_\_

**As agreed:**  
\_\_\_\_\_ (Client)

Dated\_\_\_\_\_

By\_\_\_\_\_

Its\_\_\_\_\_

# Exhibit 1

## CRS Scope of Work

**CRS will perform the following Scope of Work:**

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# **Exhibit 2**

## **Project Schedule**

**(if applicable)**

**CRS will perform the the Scope of Work in accordance with the following Project Schedule:**

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