

1 _____
2
3 **Indiana University**
4 **Agreement Between Owner and**
5 **Consultant for Asbestos Consulting**
6 _____

7
8 This AGREEMENT is made:
9 (*Date*)

10
11
12
13
14
15
16 BETWEEN the Owner:

17
18 **The Trustees of Indiana University**
19 **1800 N. Range Road**
20 **Bloomington, IN 47408**
21

22
23
24 And the Consultant:

25
26
27
28
29
30 For the following Project:
31 (project name & project number)
32 (insert or attach project description)
33
34
35
36
37
38
39
40

41
42 The Owner and Consultant agree as follows:
43 _____
44

45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89

CHECK THE SERVICES TO BE PROVIDED

(✓)

- 1. Facility Asbestos Survey _____
- 2. Asbestos Project Design _____
- 3. Asbestos Project Management and Air Sampling _____

ARTICLE 1
TERMINATION, SUSPENSION OR ABANDONMENT

- 1.1 In the event of the Owner termination, suspension or abandonment of the project, the Consultant shall be equitably compensated by the owner for services performed to the date of termination, suspension or abandonment.
- 1.2 Either the Consultant or the Owner may terminate this Agreement with or without cause after giving no less than seven (7) days written notice to the other party.
- 1.3 In the event of termination, suspension, abandonment or completion of the project, the Consultant shall deliver to the Owner within seven (7) days all Project Documents, whether complete or incomplete, not previously delivered to the Owner during the course of the project. The Owner, as the holder of the exclusive right to any and all copyright interest in the Project Documents shall have the right to use and reuse any and all Project Documents for any purpose in connection with the project, including, but not limited to, its completion using entities other than the Consultant, at the Owner's sole discretion and at no additional cost to the Owner.

ARTICLE 2
MISCELLANEOUS PROVISIONS

- 2.1 This agreement shall be governed by the law of the State of Indiana.
- 2.2 The Owner and Consultant respectively bind themselves, their partners, successors, assigns and legal representatives to this Agreement. Neither party to this Agreement shall assign the Contract in whole or in part without the advance written consent of the other.
- 2.3 The Consultant will not engage in, or tolerate by its employees, consultants, or agents, sexual harassment.
- 2.4 The Consultant, its agents, employees, or consultants shall not discriminate against any person regarding employment because of race, sex, religion,

90 2.5 The Consultant shall maintain insurance coverage for comprehensive general
91 liability, automobile liability and worker's compensation in forms and amounts
92 satisfactory to the Owner as listed below. The specific project name and project
93 number must be identified on each certificate and an up to date certificate must be
94 attached to each project contract.
95

96 General Liability – \$1,000,000

97 Auto Liability - \$1,000,000/\$1,000,000 Personal Injury/\$1,000,000/
98 \$1,000,000 Property Damage (or \$1,000,000
99 combined single limit)

100 Employer's Liability - \$1,000,000 (part of which may be covered by
101 umbrella coverage)

102 Workers Comp - Statutory

103 Professional Liability/E & O - \$1,000,000
104

105 The Consultant shall require that any and all subcontractors or additional
106 consultants that Consultant engages or employs carry and maintain similar
107 insurance with reasonably prudent limits and coverage consistent with the services
108 rendered by such consultants. The Consultant shall submit to the Owner a
109 Schedule of Insurance for any subcontractor or additional consultants that the
110 Consultant employs or engages for the Owner's review and approval. The
111 approval of the Schedule of Insurance by the Owner shall be a condition
112 precedent to the Consultant's exercise or enforcement of any rights under this
113 Agreement. The certificate of insurance to be supplied MUST also name "The
114 Trustees of Indiana University, its officers, agents and employees" as an additional
115 insured for the general liability and auto liability coverages. All approved
116 insurance policies shall incorporate a provision requiring that the insurance carrier
117 notify the Owner, in writing, thirty (30) days prior to cancellation, non-renewal or
118 material modification to the policies.
119

120 2.6 Reimbursable Expenses

- 121 a. Receipts and other relevant records must be furnished for all reimbursable
122 costs. Credit card statements are not acceptable records.
123
- 124 b. When Consultant employees are away from the home office for twenty-four
125 hours or more, meals will be reimbursed at the current University per diem rate.
126
- 127 c. Motel costs will be reimbursed at the single room rate. Telephone calls other
128 than those related to University business, from motels will not be reimbursed.
129
- 130 d. Rental car costs are not reimbursable expenses unless approved in advance
131 by the Owner. The use of Economy Class vehicles is recommended.
132
- 133 e. Airline travel costs are not reimbursable expenses unless approved in advance
134 by the Owner. Approved airline travel arrangements shall be made through

135 travel agents designated by the Owner. Consultants should travel "Coach
136 Class" and should purchase tickets at least 14 days in advance of travel when
137 possible.

- 138
- 139 f. There will be no reimbursement for travel including mileage, lodging, meals or
140 parking within the state of Indiana.
- 141
- 142 g. Out of state vehicle travel will be reimbursed at the then-current University
143 mileage rate.
- 144
- 145 h. Expense of filing fees for securing approval from governing authorities will be
146 reimbursed.
- 147
- 148 i. The Owner does not reimburse for miscellaneous overhead expenses,
149 including but not limited to telefax, incidental printing and copying, office
150 supplies, computer discs, couriers, federal express, postage, mail services, and
151 local and long distance telephone service charges. For other miscellaneous
152 expenses, the Consultant may seek approval for reimbursement. Approved
153 reimbursement of miscellaneous expenses will be at a rate of of 1.1 times the
154 expense incurred by the Consultant.

155 **Printing Costs**

- 156
- 157
- 158 • All printing for pre-bid or Owner-required reviews ("review sets"), and
159 renderings/presentations shall be produced and distributed by the approved
160 Indiana University Centralized Printing Vendor ("Printing Vendor"). Any expenses
161 associated with such drawing and specification printing shall be borne by Indiana
162 University and shall not be a reimbursable item to the Owner. Consultants shall
163 coordinate submission of either paper copies or electronic files of the review sets
164 to the Printing Vendor along with instructions to the Printing Vendor for distribution
165 of the review sets.
 - 166
 - 167 • All printing for project construction bid drawings, specifications, and addenda will
168 be produced and distributed by the Printing Vendor. The Printing Vendor will also
169 host an online web-based planroom that will list current and upcoming IU
170 construction bid projects for information as well as bid set ordering. Consultants
171 shall work with the Printing Vendor to coordinate the direct upload or mailing on
172 construction document files/originals.
 - 173
 - 174 • Any expenses associated with reports or documentation above the standard
175 incidental printing, approved by I.U. in advance, shall be borne by Indiana University
176 and not as a reimbursable item to the Owner.
 - 177
 - 178
 - 179

180 **ARTICLE 3**
181 **COMPENSATION AND PAYMENTS TO THE CONSULTANT**

- 182
- 183 3.2 Reimbursable expenses anticipated by the Consultant.
184 (List items and anticipated costs.)
185
- 186 3.3 Services not covered by this Agreement include, among others, revisions due to changes
187 in the scope, quality or budget.
188

189

190

191 **ARTICLE 4**
192 **OTHER PROVISIONS**

193

194 *(Insert description of other services and modifications to the terms of this Agreement.)*
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224

Review Copy

225
226
227 **ASBESTOS FACILITY SURVEY**
228 **FOR**
229 **INDIANA UNIVERSITY**
230
231

232 **Scope Of Work**

233 **ASBESTOS BULK SURVEY**
234

235
236 The asbestos bulk survey will satisfy the requirements established by the Occupational Safety
237 and Health Act (OSHA) 20 CFR 1926.1011 and the Asbestos Hazard Emergency Response Act
238 (AHERA) 40 CFR §§ 763.85 – 763.88.
239

240 The purpose of the asbestos bulk survey is to: (1) determine the location, condition and quantity
241 of accessible asbestos-containing materials (ACM); (2) provide an exposure potential to ACM;
242 and (3) reduce exposure potential to ACM. The asbestos bulk survey will be performed in
243 accordance with 40 CFR §§ 763.85 – 763.88.
244

- 245 1. The Consultant will conduct a visual inspection of accessible areas and physical
246 assessment. The physical assessment will only determine the location, friability, amount
247 and condition of accessible suspect ACM. If it is apparent to the consultant that suspect
248 material is likely behind walls, above ceilings, or in chases or mechanical spaces, he will
249 inform the University Architect's Office immediately and note this in his report as well.
250 The University or the general contractor may make some openings to previously
251 inaccessible areas during or prior to inspection. In such cases the contractor will be
252 responsible for complete inspection of these areas.
253

254 Because the scope of work will include only accessible areas, the possibility exists that
255 some asbestos-containing materials will be omitted from the survey if they are concealed
256 behind walls and ceilings or have restricted access. If the material is inaccessible but
257 visible, the Consultant will note in its report if the material is suspect ACM. Upon request
258 by owners, representative openings may be made to provide access. The cost of making
259 openings will be paid for by the owner and performed by owner's personnel.
260

- 261 2. The Consultant will collect bulk samples from suspect material according to the sampling
262 described in the AHERA, 40 CFR 763.86. The bulk sampling strategy will be as follows:
263
264 A. Surfacing Material: No less than one sample from each homogeneous area will
265 be collected on every individual floor of the building. For dormitories or other
266 similar buildings a minimum of two samples will be collected per homogenous area
267 for each wing floor. Samples will be collected in a random manner that is
268 representative of a homogenous area as follows:
269

270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314

1. At least 3 bulk samples will be collected from each homogenous area that is 1,000 square feet or less.
 2. At least 5 bulk samples will be collected from each homogeneous area that is greater than 1,000 square feet, but is less than or equal to 5,000 square feet.
 3. At least 7 bulk samples will be collected from each homogeneous area that is greater than 5,000 square feet.
 4. No less than one sample from each homogeneous area will be collected on every individual floor of the building. For dormitories or other similar buildings a minimum of two samples will be collected per homogeneous area for each wing floor.
- B. Thermal Insulation System: Samples will be collected in random manner that is representative of a homogeneous area as follows:
1. At least 6 bulk samples will be collected from each homogeneous thermal institution system, 3 from straight run insulation and 3 from mud packed joints. Three samples minimum will be collected for each different fitting (elbow, tees, valves, etc.)
 2. At least 1 bulk sample will be collected from each homogeneous patched insulation system, if the patched section is less than 6 linear or square feet.
 3. For dormitories or other similar buildings no less than three samples in every category shall be collected per wing (usually 2 samples per floor).
 4. Bulk samples will not be taken where the insulation appears to be fiberglass, foam glass, rubber or other non-suspect ACM.
- C. Miscellaneous Building Material: Samples will be collected sufficient to determine the presence of ACM. This will be accomplished by taking at least three samples per homogeneous system or area.
- D. Non-Friable Suspected ACM: Samples will be collected to determine the presence of ACM. This will be accomplished by collecting at least three samples per homogeneous area.
- E. The consultant will sample the following materials, minimum 3 samples per homogeneous material: basic plaster, skim plaster, decorative or acoustical plaster, dry wall (not joints), ceiling tile, ceiling tile adhesive, floor tile, floor tile mastic, baseboard, baseboard adhesive, stair treads, stair tread adhesive, block or brick mortar, window caulk.

315 NOTE: Roof sampling will be conducted only when the roof will be repaired, removed, or
316 otherwise distributed during construction activities. Roof sampling will be required
317 unless otherwise specified by the architect. Consult with the architect prior to
318 collection of samples.
319

320 3. The Consultant will mark on a drawing provided by Indiana University to show the precise
321 location of the bulk samples. The Consultant will take at least one photograph of each
322 homogenous material from which a bulk sample is collected.
323

324 4. The Consultant will have the bulk samples analyzed for asbestos content by Polarized
325 Light Microscopy (PLM), which is the EPA recognized method for determining bulk
326 asbestos content. The bulk samples will be sent to a laboratory accredited to perform
327 PLM analysis in accordance with AHERA and AHERA regulations.
328

329 For each homogeneous area of friable materials with a PLM result between 1% and 5%
330 the consultant will obtain a point count. One sample in the homogeneous area, a sample
331 with the highest PLM result, will be point counted. All PLM and point count results will be
332 reported.
333

334 5. The Consultant will prepare a written assessment report that meets all requirements of 40
335 CFR § 763.88. At a minimum, the assessment report will include the following
336 information: analytical results of bulk samples; a description of sample locations; and a
337 description of material conditions. The Consultant will provide one copy of the asbestos
338 inspection report and the asbestos management plan.
339

340 6. The entire asbestos inspection will be placed on database management system.
341

342 7. The consultant will sign off on all future IDEM notification documents as the official
343 asbestos inspection for that building, a building for which they were contracted to inspect.
344

345
346
347 **FEES**
348

349 THE COST WILL BE BASED ON THE FOLLOWING:
350

351 Three asbestos inspectors
352

353 Asbestos bulk sample analysis
354

355 Digital photographs will be placed into the database management system
356

357 CADD drawing identifying the presence of positive ACM and suspect ACM
358

359 Database entry into the management system
10/1/09

360
361 One hard copy with color prints to go to project file
362
363 Three management copies:
364 One to Environmental Health and Safety
365 One to Owners Representative
366 One to Designer for Abatement Contract
367

368
369 TOTAL COST NOT TO EXCEED: \$ _____
370

371
372
373
374
375 **ASBESTOS CERTIFICATION FOR THE STATE OF INDIANA**

376 List personnel to be involved and their Indiana Certification Numbers
377
378 _____
379 _____
380 _____
381 _____
382 _____
383 _____
384 _____
385 _____
386 _____
387

388
389 **ASBESTOS PROJECT DESIGN**
390 **FOR**
391 **INDIANA UNIVERSITY**
392

393
394 **ASBESTOS PROJECT DESIGN**
395

- 396 Asbestos Project Design shall include the following:
397
- 398 1. A project inspector accredited by the State of Indiana and the US Environmental Agency.
 - 399 2. Consultation to determine the scope of work.
 - 400 3. On-site verification of materials to be abated.
 - 401 4. Bid documents.
 - 402 5. Removal specifications and drawings.
 - 403 6. Cost estimating.
 - 404 7. Asbestos abatement contractor screening.

- 8. Managing pre-bid contractor walk-through of the abatement area(s). Two walk-throughs are required.
- 9. Review and summation of contractor bids.
- 10. Recommendation of contract award.
- 11. Preparation of contracts and review of all applications for payment.

Project design services also include a detailed abatement contractor pre-screening and qualification process. Those contractors who qualify will participate in our supervised walk-through of the proposed project area. All questions raised during the pre-bid walk-through will be documented in the form of an addendum to ensure all bidders are aware of any changes or interpretations.

All sealed bids will be evaluated by the Consultant. The bids will be categorized by base bid, alternate bid(s), unit prices, and other considerations such as insurance bonding. With this information our recommendation of the successful bidder will be made. The total fee for Project Design will be determined on a fixed fee or a cost not to exceed basis.

PROJECT DESIGN FEE

Fixed Fee \$ _____ or

Not to Exceed Fee \$ _____

ASBESTOS PROJECT MANAGEMENT AND AIR SAMPLING SERVICE

- A. The Consultant shall provide project management and sampling services including the following:
 - 1. Background air sampling to establish baseline fiber levels.
 - 2. Enforcement of the State of Indiana Asbestos Abatement Regulations.
 - 3. Enforcement of the US Environmental Protection Agency and the Occupational Safety and Health Administration regulations.
 - 4. Enforcement of contract specifications.
 - 5. On-site observation of all abatement activities.
 - 6. Meetings with the abatement contractor and owner.
 - 7. PCM air sampling will be utilized
 - 8. Conduct air sampling in accordance with the National Institute of Occupational Safety and Health (NIOSH) Standard Analytical Method for Asbestos in Air, Method 7400.
 - 9. Follow air-sampling schedule as outlined in the specifications. Include personal, area inside, and area outside samples.
 - 10. Perform final visual inspection to verify that all specified asbestos containing material has been removed prior to final clearance air sampling.
 - 11. Perform final clearance air sampling in all removal areas.

450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495

- 12. Written results of all air samples taken for the duration of the abatement project will be submitted to the owner upon completion of the project.
- 13. Final report documenting the completion of the project.
- 14. Each consulting Project Manager will document all pre-abatement, abatement and post-abatement activities of the contractor.
- 15. Provide detailed checklists and project shift logs to ensure that the abatement project is supervised continuously.
- 16. Work will be performed 8:00 am to 5:00 pm, Monday through Friday unless otherwise agreed
- 17. Asbestos Abatement Contractor may work double shifts, weekends, evenings, and holidays.

FEE FOR ASBESTOS PROJECT MANAGEMENT AND AIR SAMPLING

Fixed Fee \$ _____ or

Not to Exceed Fee \$ _____

This Agreement entered into as of the day and year first written above.

OWNER

CONSULTANT

(Signature)

(Signature)

(Printed name, title and address)

(Printed name, title and address)

496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534

CONSULTANT ASBESTOS CERTIFICATION

TO: INDIANA UNIVERSITY

The Consultant certifies that:

Adequate research and review of product information will be undertaken and, to the best of my knowledge, no asbestos containing materials will be specified for the project indicated below.

Asbestos containing materials include any building material with markings on the packaging or material itself with the following or similar wording: "May contain mineral fibers", originating from Canada.

IU Project Name and Number: _____

Consultant Firm: _____

Consultant of Record- Name: _____

Consultant of Record- Signature: _____

Date _____

Review Copy