

ASBESTOS/HAZARDOUS MATERIALS SURVEY AGREEMENT

THIS AGREEMENT ("Agreement") is dated _____ 20__ by and between _____ ("Contractor"), with a mailing address of _____, OH 44__, and _____ County Land Reutilization Corporation ("Owner").

WHEREAS, Contractor is licensed and certified by the State of Ohio to conduct asbestos abatement projects (License No. _____). All persons working on any asbestos abatement project on Contractor's behalf are also licensed and certified by the State of Ohio.

WHEREAS, Contractor proposes, and Owner accepts Contractor's proposal to perform the following Work (as hereinafter defined) for the price quoted below.

The price agreement will be in effect from the time of contract signing to December 31, 2011. Prices are as follows:

<u>Building Size</u>	<u>Price</u>
1-3 family	\$425 each
1-3 family (2 on one lot)	\$350 each
4-6 units	\$800 each
Commercial/Mixed Use	\$ 0.35/sf

SCOPE OF WORK

PROJECT DATE(S): Commencing _____, and completion approximately December 31, 2011. The owner commits to provide a minimum of _____ survey requests to the contractor during the aforementioned time period. The promised survey quantities apply to residential properties. Surveys of commercial properties will be requested on an as-needed basis. All survey reports will be provided to the owner in the format outlined and attached (Attachment 1).

PROJECT LOCATION(S): as described in the applicable proceed order(s).

The scope of works shall consist of the items below that describe the requirements of the work required for the owner which may from time to time change as the Ohio Department of Health, the Ohio Environmental Protection Agency, and or the U.S. Environmental Protection Agency change or update guidelines and or requirements for asbestos surveys and related work.

- a. Confirm with the owner or owner's representative the exact area under investigation, exact nature of demolition/renovation and identify all materials that will be disturbed or accessed.
- b. Determine and investigate each building's structural, mechanical, and roofing systems that are to be disturbed.
- c. Perform a comprehensive investigation of areas to identify suspect materials to be sampled and/or assumed to contain asbestos.
- d. Create a sampling plan based on suspect materials present and requirements of 40 CFR 763.86.
- e. Collect bulk samples of all suspect materials that will be disturbed and not assumed to be asbestos and submit them to a certified laboratory for analysis.
- f. Document where asbestos materials exist and record their exact location, condition and quantity. "Condition" shall include a physical assessment to determine whether or not each asbestos material is "friable."
- g. Document all sampled materials found to be negative for asbestos, including original location, condition, and quantity.
- h. Identify the different building systems which may involve concealed asbestos materials such as the heating/cooling system, domestic water lines, roof drainage lines, miscellaneous piping lines, underlying roofing, etc.
- i. Open hidden areas and inspect each system in at least three (3) locations for each area of construction.
- j. Focus the inspection on likely areas for suspect materials (i.e. where insulated pipe enters walls or ceilings, behind heating units, etc.).
- k. Examine additional areas if results of inspection are inconsistent.
- l. List all concealed areas which have not been inspected, and explain why they were not inspected. Reasons why may include: (1) records showing recent access to such spaces and sample results, (2) safety hazards, and (3) restrictions imposed by the property owner.

- m. Contractor agrees to supply all labor, supplies, expertise, supervision, work scheduling, and financial invoices to the Owner within two weeks(at least monthly if performance of the Scope of Work exceeds two weeks in duration) related to the Scope of Work from the date of the proceed order issued for each survey.
- n. Contractor agrees to do the work in a workmanlike professional manner, and shall hold harmless, defend and indemnify Owner for any losses, claims, liabilities and enforcement action as a result of acts or omissions or negligence of Contractor. Contractor shall supply owner with a Certificate of Insurance evidencing Contractor's insurance covering Contractor's work.

This Contract may not be assigned by Contractor under any circumstances. Only the Owner may assign or transfer this Contract.

WHEREOF, the parties signed this agreement this ____ day of _____, 20__.

Date_____

Contractor

by: _____

Title: _____

Date_____

_____ County Land Reutilization Corporation, Owner

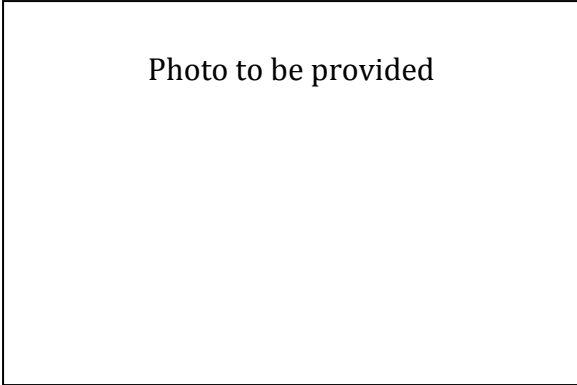
by: _____

Title: _____

Attachment 1: Required Format
Asbestos Survey Report

(Note: Title Page to be provided by CLRC
with each assignment)

Prepared For
_____ County Land Reutilization Corporation
[ADDRESS]
[phone/fax]



Project Location: .
Parcel Number: .
Building Description: .
Year Built: .
Approximate SF: SF
Date of Survey: .

Prepared By
Name, Title: .
Company Name: .
Address: .
Phone, Fax: .
E-mail: .

Asbestos Survey Report for _____ PPN _____

Date of Submittal: _____

Please complete the following sections, appending required documentation:

Scope of Work and Methodology

(A narrative of work undertaken and methods used, including date of survey and no. of samples taken)

Summary of Findings

(Please provide: a. a summary narrative of findings, including type and amount of abatement required; include a table showing sample description, location, analytical lab results; b. laboratory reports and documentation; c. certifying signature; and, d. license number of the responsible ODH Certified Asbestos Hazard Evaluation Specialist) using the following format:

Name of Certifying Officer:

License Number:

Signature: _____

Photographs and/or Drawings (where needed to highlight areas of concern)

(At minimum, provide **photograph of front of house** and also, core areas of concern/contamination, such as hot plaster, pipe wrap, tape, transite, in order to document existing conditions)

