

**ASBESTOS/HAZARDOUS MATERIALS ABATEMENT AGREEMENT**

THIS AGREEMENT ("Agreement") is dated \_\_\_\_\_, 2011 by and between \_\_\_\_\_ ("Contractor"), and \_\_\_\_\_ County Land Reutilization Corporation ("Owner/Agent").

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.

**SCOPE OF WORK, LOCATION AND PRICE**

**SCOPE OF WORK:**

Contractor shall establish a contained work site as required by 29 C.F.R., Part 1926.1101 at the Site. Contractor will remove all hazardous materials from site as described in the applicable Notice(s) to Proceed(s) see Exhibit B.

Contractor will provide, if required, a negative pressure air filtration system to be operating during the hazardous materials activities. Provide final clearance air sampling upon completion of hazardous materials abatement. Contractor will provide Demolition Company and/or Owner/ Agent with a certificate of clearance as prescribed by law stating that the Building is free of all hazardous materials and legally suitable for demolition. Contractor will accomplish the disposal of all hazardous materials-accompanying debris to an EPA-approved landfill with copies of all manifests, transit and trip receipts confirming chain of custody of all hazardous materials. This work as prescribed in this Agreement and the Specifications attached hereto as Exhibit A shall be referred to herein as the "Scope of Work" or the "Work."

Contractor proposes and agrees to furnish all labor, supervision, expertise, material, equipment, transportation and disposal necessary to complete all asbestos remediation work for Owner/Agent as described in the pertinent **Asbestos Survey/Inspection Report** and **Exhibit B Notice to Proceed** for the fixed price and sum mutually agreed to and stated in the Notice to Proceed.

**PROJECT PRICE:**

The prices for asbestos abatement work, which is the clearance, removal and disposal of the hazardous materials as prescribed herein and defined below:

Material	Measurement	Price
ACM Tape	If ≤30 SF	\$300.00
	31-40 SF	\$400.00
	41-50 SF	\$500.00
	51 – 100 SF	\$750.00
Air Cell TSI	If ≤ 20 LF	\$200.00
	21-30 LF	\$250.00
	> 31 LF	\$8.00/LF
Glazing Abatement	Per Window	\$35.00
	Per Board-Up	\$25.00

The pricing for the work to be undertaken on each project site will be provided in the in the Notice(s) to Proceed .

**PROJECT DATE(S):** Commencement and completion of work shall be governed by the applicable Notice(s) to Proceed see Exhibit B .

**PROJECT LOCATION(S):** As described in the applicable Notice(s) to Proceed(s)

Buildings(s) to Be Improved:

Multiple Buildings. If the Contractor is performing work on multiple Sites pursuant to a Notice to Proceed issued by the Owner or otherwise, the parties agree that this Contract shall be deemed to be a separate Contract for each individual Building and Site, and individually governed by the terms, conditions and provisions herein.

**GENERAL PROVISIONS**

The proposed price for the entire Scope of Work is described in the applicable Notice(s) to Proceed which includes all specifications and Scope of Work identified herein or developed in the field. Payment is to be made as follows: Payment in full within thirty (30) days of full completion of Contractor’s work hereunder. Contractors shall submit exhibit C with all payment requests. Any progress payments or alternative payment methods, if any, are attached hereto and made a part hereof, and are only valid if executed in writing by both parties hereto.

1. Contractor represents and warrants that all agents, subcontractors and employees are fully licensed, certified or otherwise authorized to remove, abate and otherwise remediate hazardous materials, wastes and/or contaminants including asbestos, and that, in particular Contractor's License is in full force and effect. The Contractor shall provide a copy of the principal supervisor's license with this Contract.

2. It is understood by Contractor that the above time schedules must strictly be adhered to. In the event that Contractor is not able to complete the work in accordance herewith, and by the time as required hereunder, Contractor shall be required to pay the sum of \$\_\_\_\_ per day as and for liquidated damages; which damages, though incapable of precise determination shall be imposed to account for any delay costs which may be imposed or asserted by any other Contractors or subcontractors, or any other person arising out of such delay.

3. The price herein shall remain fixed. No other charges, extras or additions shall be made or added to this Agreement unless agreed to first in writing by Owner. Any work performed or extras outside the scope of the work herein without Owner's prior written approval shall be at Contractor's sole cost and expense.

4. Should any dispute or change in the Scope of Work be required during the Work, the inability to resolve such dispute shall not be a basis for stopping the Work. Contractor shall continue to perform all Work hereunder, to dispose of all hazardous materials in the Building and to do all things necessary in order to make the Building suitable for demolition as prescribed by law and this Agreement.

5. If any governmental authority, demolition contractor or any contractor developing the Site identifies unsatisfactory, defective, incomplete, or unworkmanlike work in the scope of Contractor's services herein, Contractor will, upon notice from Owner or such person, company or governmental unit immediately stop said work and immediately commence compliance with such notice, and immediately correct such problem at Contractor's expense.

6. Contractor represents and warrants that it possesses the skill, knowledge, and necessary training to remove, abate and/or remediate hazardous materials as defined under any City, State or Federal statute, regulation, rule or directive, and that it will perform its work timely and in a workmanlike manner.

7. Contractor represents and warrants that it has fully inspected the Building, and that the Scope of Work as prescribed herein is based upon said actual on-site inspection by Contractor. Contractor also acknowledges that the Work is being done for the purpose of demolishing the Building, for the development or reutilization of the Site, and that the Contractor's Work will be done in a professional and workmanlike manner.

8. Contractor agrees that all work will be done in conformity with all applicable laws of the City or municipality described in the applicable Notice(s) to Proceed, State of Ohio and United States of America, and that all hazardous materials, wastes or contaminants as referred to herein will be disposed of properly in accordance with such laws and at a legally pre-approved site. Contractor will properly inspect the Site for hazardous materials,

wastes or contaminants as referred to herein as required by law and shall remove and dispose of and transport same to pre-authorized sites. Contractor shall have the hazardous materials, wastes or contaminants as referred to herein (or any materials suspected of containing same) tested and delivered to legally certified laboratories for testing and analysis. Contractor shall maintain and deliver to Owner complete and accurate manifests and receipts accurately depicting the nature, amount and extent of all hazardous materials, the testing laboratories, and complete trip logs accurately showing the chain of custody of the materials as well as the receipts for pre-approved disposal sites.

#### 4. **Notifications.**

All notice and reporting requirements specified by the herein referenced Standards shall be directed as follows:

- A. If the structure is owned by the City of Cleveland (or is a nuisance demolition in the City of Cleveland), send notification to Ohio EPA, Twinsburg office----- (address & phone needed).
- B. If the structure is owned by \_\_\_LRC or other party that the \_\_\_LRC represents, send notification to the commissioner of the Division of Air Pollution Control, City of Cleveland, 2735 Broadway Avenue, 216-664-3500.
- C. On the 10 day notification form, the dates listed for the start and end of demolition in Section 8 must be for a **thirty day period**, starting on the first day that the abatement can occur.
- D. Provide the CCLRC with a copy of the ten day notification at the same time that your firm submits the notice to the responsible regulatory agency (i.e. City of Cleveland Air Quality or OEPA).

### **INSURANCE AND INDEMNITY**

#### **INDEMNIFICATION**

As used herein, "Contractor" includes all subcontractors and other parties executing any agreement, purchase order or other instrument for or on behalf of the Owner; Contractor includes anyone performing any work for or on behalf of the Owner regardless of any written instrument, and includes any person who is performing work for or on behalf of any other person or Contractor who is performing work for or on behalf of the Owner. Any party performing Work for or on behalf of the Owner regardless if such Work is pursuant to a written instrument hereby agrees to incorporate these terms, conditions and provisions into all of its subcontracts.

The Work performed by the Contractor shall be at the risk of the Contractor exclusively. To the fullest extent permitted by law, Contractor shall indemnify, defend (all Contractor's sole expense) and hold harmless the Owner and affiliated companies of Owner, their partners, joint ventures, representatives, members, designees, officers, directors, shareholders,

employees, agents successors, and assigns (“Indemnified Parties”), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys’ fees and costs, and consultants’ fees and costs) (“Claims”) which arise or are in any way connected with the Work performed, materials furnished, or services provided under this Agreement by Contractor or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of Contractor, its employees or agents, whether active or passive. Contractor shall not be obligated to indemnify and defend Owners for claims found to be due to the sole negligence or willful misconduct of Indemnified Parties.

Contractor’s indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws.

## **INSURANCE**

Upon execution of this Agreement, and prior to the Contractor’s commencing any work or services with regard to the Scope of Work, the Contractor shall carry commercial general liability insurance on ISO form CG 00 01 10 01 (or a substitute form providing equivalent coverage) and the Contractor shall provide the Owner with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG 20 10 11 85 (or a substitute form providing equivalent coverage) or on the combination of ISO forms CG 20 10 10 01 and CG 20 37 10 01 (or substitute forms providing equivalent coverage) naming the Owner as Additional Insureds thereunder. Additional insured coverage shall apply as primary insurance with respect to any other insurance afforded to Owner. The coverage available to the Owner, as Additional Insureds, shall not be less than \$1 million dollars Each Occurrence, \$2 million General Aggregate (subject to a per project general aggregate provision applicable to the project), \$2 million Products/Completed Operations Aggregate and \$1 million Personal and Advertising Injury limits. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors. All coverage shall be placed with an insurance company duly admitted in the State of Ohio or authorized to provide such coverage in Ohio and shall be reasonably acceptable to Owner. All Contractor insurance carriers must maintain an AM Best rating of

“A-“or better. Coverage shall be afforded to the Additional Insureds whether or not a claim is in litigation.

The insurance coverage required above shall be of sufficient type, scope, and duration to ensure coverage for the Owner for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the Owner in relation to the Work. Contractor agrees to maintain the above insurance for the benefit of Owner for a period of ten years, or the expiration of the Statute of Limitations pursuant to applicable provisions of the Ohio Revised Code.

Each Certificate of Insurance shall provide that the insurer must give the Owner at least 30 days’ prior written notice of cancellation and termination of the coverage thereunder. Not less than two weeks prior to the expiration, cancellation or termination of any such policy, the Contractor shall supply the Owner with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of Owner as set forth above.

Additionally and prior to commencement of the Work, the Contractor shall provide the Owner with a Certificate of Insurance showing liability insurance coverage for the Contractor and any employees, agents, or subcontractors or sub-subcontractors for any Workers’ Compensation, Employer’s Liability and Automobile Liability. In the event any of these policies are terminated, Certificates of Insurance showing replacement coverage shall be provided to Owner. Coverage shall be no less than the following:

Workers’ Compensation and Employers’ Liability Insurance: As required by law and affording thirty (30) days written notice to Owner prior to cancellation or non-renewal, providing coverage of not less than \$1,000,000 for bodily injury caused by accident and \$1,000,000 for bodily injury by disease.

Business Auto Liability Insurance: Written in the amount of not less than \$1,000,000 each accident.

Waiver of Subrogation: Contractor shall obtain from each of its insurers a waiver of subrogation on Commercial General Liability in favor of Owner with respect to Losses arising out of or in connection with the Work.

Contractor's Pollution Liability Insurance: Written in an amount not less than \$1,000,000 for each incident.

**Contractor:**

\_\_\_\_\_ **County Land  
Reutilization Corporation:**

Name: \_\_\_\_\_

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

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

Name: \_\_\_\_\_

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

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

## Exhibit A

### Additional Specifications

#### ASBESTOS/HAZARDOUS MATERIALS ABATEMENT AGREEMENT

"Hazardous substance" or "hazardous materials" means, without limitation, any flammable explosives, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum based products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601, et seq.), or any other applicable Environmental Law.

#### **Environmental**

##### **1. Waste Disposal and Environment Control**

- A. Contractor shall maintain adequate dust control at all times and is responsible for dirt removal and debris from streets and sidewalks at the end of each day.
- B. Contractor shall at all times keep the Site of the Work free from accumulations of waste materials or rubbish, and upon completion of the Work, shall remove all tools, equipment, surplus materials and rubbish and leave the Site of the Work in a safe and proper condition.
- C. Contractor shall comply with all federal, state and local environmental states, ordinances and regulations ("Environmental Laws"), including emergency planning and community right-to-know laws, and shall, in cooperation with owner when necessary, obtain any necessary permits and comply with all reporting requirements required by such Environmental laws. Contractor shall provide owner with copies of all documents submitted to federal, state and local environmental agencies.
- D. Contractor shall not treat, store or dispose of hazardous materials or hazardous substances on the Site of the Work, or allow such materials or substances to be released to the environment; provided, however, that Contractor may store such materials and substances temporarily in approved tanks or containers, in accordance with all Environmental laws and with the approval of Owner, which approval will not be unreasonably withheld, so long as a permit is not required therefore under the federal Resource Conservation and Recovery Act (RCRA), as amended, or analogous or derivative state or local laws. Contractor shall remove from the Site of the Work and dispose of all hazardous materials, including all solid wastes, in compliance with applicable Environmental Laws. Any penalty or other



liability arising from Contractor's failure to comply with Environmental Laws shall be borne by Contractor and Contractor shall indemnify Owner for any liability and expense imposed upon Owner because of any act or water, air or land pollution resulting from the activities of Contractor or Contractor's employees, subcontractors or agents.

## **2. Friable Asbestos/Hazardous Materials**

- A. If Contractor is responsible for hazardous materials abatement at the Work Site, then, an Asbestos/Hazardous Materials Abatement Contractor, licensed by the State of Ohio, shall be responsible for the removal and proper disposal of any hazardous materials or friable asbestos located on the Site. The Asbestos/Hazardous Materials Abatement Contractor may be the Contractor or a sub-contractor; but, in either event, a copy of the license of the abatement Contractor performing the hazardous materials abatement must be included in the contract bid documents. Failure to include this license with the bid documents will result in a rejection of those portions of the bid requiring hazardous materials abatement from consideration. Contractor has such a license or agrees to retain a contractor who possesses such a valid license.
- B. Removal and disposal of hazardous materials/friable asbestos shall be performed in compliance with all applicable local, state and federal laws and regulations. The Contractor shall be responsible for insuring that all phases of the removal and disposal process are performed in strict compliance with Sections 61.20 through 61.25 of the National Emission Standards for Hazardous Air Pollutants (40 C.F.R. 61). All notice and reporting requirements specified by the above referenced Standard shall be directed to the commissioner of the Division of Air Pollution Control, City of Cleveland, 2735 Broadway Avenue, 216-664-3500.

## **3. Non-Friable Asbestos/ Hazardous Materials**

- A. If so required, the Contractor shall be responsible for the removal and proper disposal of any non-friable asbestos/hazardous materials located on the Site. Non-friable asbestos/hazardous materials containing more than one (1) percent asbestos by weight that hand pressure cannot crumble, to be pulverized or reduced to powder when dry. Asbestos shingle siding has been determined to be in a non-friable form. The following procedure is recommended for proper removal of asbestos shingle siding or other non-friable asbestos/hazardous materials:
  - i. Remove non-friable asbestos materials as units, or in sections, to the greatest extent possible.
  - ii. Adequately wet the non-friable asbestos materials to prevent the generation of dust when separating, cutting or breaking up these asbestos materials.
  - iii. Discharge no visible emissions of hazardous materials to the ambient air.
  - iv. After the removal has been completed, the hazardous materials (dust, debris) should be wetted, swept up and bagged in a plastic bag(s) with a combined

thickness of at least 6 mils. Following this, a HEPA vacuum should be used to clean up all additional dusts.

- v. The non-friable asbestos materials shall be bagged while wet in a plastic bag(s) with a combined thickness of at least 6 mils and deposited at a suitable legally approved landfill and covered with at least 6 inches of compacted non-asbestos/hazardous materials containing covering. Prior approval should be obtained from the landfill for the disposal of non-friable asbestos/hazardous material.

**4. In accordance with Ohio Administrative Code Ch. 3701.34, conditions are as follows:**

- A. All persons working on the project shall be licensed or certified by the Ohio Department of Health.
- B. In the event that air clearance sampling is taken (not required where a structure will not be reoccupied):
  - (a) All clearance air-sampling to be analyzed by phase contrast microscopy (PCM) shall be conducted in accordance with the National Institute of Occupational Safety and Health (NIOSH) method 7400 entitled "Fibers" published in the NIOSH manual of analytical methods, 3rd edition, second supplement, August 1987. A minimum of three samples shall be taken and show that the concentration of fibers for each sample is less than or equal to a limit of quantitation for PCM (0.01 fibers per cubic centimeter of air); and
  - (b) All clearance air-sampling to be analyzed by Transmission Electron Microscopy (TEM) shall be conducted in accordance with the regulations established by the United States Environmental Protection Agency, 40 C.F.R. Part 763, Subpart E, Appendix A;
  - (c) All clearance air sampling shall be conducted by an asbestos hazard abatement air-monitoring technician, or asbestos hazard evaluation specialist certified by the Ohio Department of Health, or a certified industrial hygienist or industrial hygienist in training as certified by the American Board of Industrial Hygiene.
- C. A contained work site will be established for this project (in accordance with regulations of the United States Occupational Safety and Health Administration, 29 C.F.R. Part 1926.1101).
- D. Contractor shall comply with ODH laws and regulations pertaining to asbestos abatement found in Chapter 3710 of the Ohio Revised Code and Chapter 3701-34 of the Ohio Administrative Code.
- E. All asbestos hazard abatement activities shall be done in accordance with all applicable federal, state, and local asbestos regulations.

**EXHIBIT B**

\_\_\_\_\_ COUNTY LAND REUTILIZATION CORPORATION

**ASBESTOS ABATEMENT NOTICE TO PROCEED**

\_\_\_\_\_, a licensed and registered asbestos hazard abatement contractor is hereby authorized and ordered to perform an asbestos abatement on the Building(s) located as follows:

**Property Information:**

photo

Address: .

PPN: .

Structure Type: .

**Referenced Asbestos Survey/Inspection Report Date:**

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**Contract Information:**

Summary Scope of Work:

Bid Price:

\_\_\_\_\_  
Contractor's Signature and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
License #

\_\_\_\_\_  
Company Name

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**Property  
Owner/  
Agent:**

Notice to Proceed Date: \_\_\_\_\_

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

**Acceptance:** \_\_\_\_\_

**Exhibit C**  
**PAYMENT REQUEST FORM**

\_\_\_\_\_  
Date

FROM:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The \_\_\_\_\_ County Land Reutilization Corporation (CLRC) requested that the following type of work be completed at a property located at

\_\_\_\_\_ in \_\_\_\_\_, Ohio, that has the Permanent Parcel Number of \_\_\_\_\_.

- |  |   |
|--|---|
| <input type="checkbox"/> Asbestos Survey | <input type="checkbox"/> Asbestos Abatement |
| <input type="checkbox"/> Demolition      | <input type="checkbox"/> Tree Removal       |
| <input type="checkbox"/> Rehabilitation  |   |
| <input type="checkbox"/> Other _____     |   |

Attached as documentation/evidence of completed work performed by our company are the following items.

- Copies of Permits (city, water, and sewer)
- Dump Tickets/Manifest
- Site/Abatement Photos (before and after)
- EPA and ODH Notification of Demolition and Renovation (as applicable)
- Other \_\_\_\_\_

\_\_\_\_\_

Authorized Signature for payment request