



Department of
Community Investment

Redevelopment Commission Agenda Item

DATE: 4 / 26 / 2018
FROM: Tim Corcoran, Director of Planning
SUBJECT: Lafayette Building – Environmental Services Contract

PURPOSE OF REQUEST:
Specifics:

The Department of Community Investment is asking the Redevelopment Commission to approve a contract with Heartland Environmental Associates, Inc. for services related to asbestos abatement within the Lafayette Building. The cost of services is \$37,500 and includes all abatement activities, including disposal costs, along with environmental oversight, air monitoring and final reporting. This contract will be paid by Indiana Brownfield funds. This estimate also includes the removal of debris that is necessary to be removed to facilitate asbestos abatement activities.

INTERNAL USE ONLY: Project Code: _____
Total Amount new/change (inc/dec) in budget: _____; broken down by:
Acct # _____ Amt: _____; Acct # _____ Amt: _____;
Acct # _____ Amt: _____; Acct # _____ Amt: _____;
Going to BPW for Contracting? Y/N Is this item ready to encumber now? _____
Existing PO# _____ Inc/Dec \$ _____



Heartland Environmental Associates, Inc.

March 5, 2018

Mr. Christopher D. Dressel
Planner
City of South Bend Department of Community Investment
County City Building
227 West Jefferson Boulevard
14th Floor
South Bend, Indiana 46601

**Re: Asbestos Containing Materials Abatement Proposal
Lafayette Building
115 South Lafayette Boulevard in South Bend, Indiana
Heartland Proposal #P2018-03-044**

Dear Mr. Dressel:

Heartland Environmental Associates, Inc. (Heartland) is pleased to submit this scope of work proposal to the City of South Bend detailing asbestos containing materials (ACMs) abatement activities to be conducted at the above referenced property in South Bend, Indiana.

Heartland conducted a Phase I Environmental Site Assessment (ESA) at the site in December 2017. As part of this Phase I ESA, Heartland was provided with a copy of the *Asbestos Containing Building Material Inspection Report* conducted by ACM Engineering and Environmental Services, Inc. (ACMENV) dated September 12, 2016 and conducted on the behalf of Kil Architecture. Based on this inspection, suspect ACMs in the form of TSI pipe insulation, resilient vinyl flooring materials and associated mastics, flooring cove base, ceiling tiles, caulking material, wall and ceiling panels, wall and ceiling plaster and floor expansion filler were identified. These materials were sampled for asbestos content as part of this inspection report.

Based on the results of this inspection, regulated ACMs in the form of TSI pipe wrapping and transite paneling were identified. Furthermore, non-regulated ACMs in the form of caulking material and resilient vinyl flooring materials were identified. It was recommended that ACMs, particularly regulated ACMs, be abated prior to any future renovation activities at the site.

Heartland further recommended an asbestos abatement be completed prior to any future planned renovation/demolition of the existing site building or structure in order to mitigate any future potential asbestos exposure concerns. This proposal is being provided to update costs associated with the abatement of the regulated TSI, transite paneling, asbestos containing caulking material and resilient vinyl flooring materials, required to be removed as part of planned renovation activities.

“Your dependable partner for environmental compliance”

Asbestos Abatement

The USEPA National Emission Standard for a Hazardous Air Pollutant (NESHAP): Asbestos (40 CFR 61, Subpart M) requires that operators of certain renovation/demolition projects give notification to the Indiana Department of Environmental Management (IDEM) prior to the commencement of site activities. This notification is required if friable asbestos containing materials (ACMs) or materials that could be made friable during demolition/renovation activities are present in the structure in certain quantities. These materials require removal prior to demolition/renovation activities if they may be disturbed. Friable ACMs are those materials that can be turned to dust by hand pressure and therefore would release asbestos fibers to the atmosphere. Generally, when ACMs are removed, it requires proper planning and oversight, followed by sampling to confirm proper removal (termed clearance of abatement).

Prior to the initiation of building renovation activities, Heartland will provide oversight for the removal and disposal of previously identified asbestos containing TSI and transite paneling located in the interior of the site building, along with the removal of caulking material and resilient vinyl flooring materials. Furthermore, Heartland will evaluate for the presence of any additional asbestos containing materials identified during the course of renovation activities and ensure ACMs are abated and disposed of appropriately by licensed asbestos workers certified in the State of Indiana. Please note that this proposal includes costs to selectively remove and disposal of debris and refuse material strewn within the site building in locations where ACMs are present. Debris and refuse material will be removed and disposed of only in locations where clearance will be required to reach ACMs. This proposal does not include the removal and disposal of all refuse and debris located within the site building.

Asbestos abatement activities will be conducted in accordance with all applicable local, state and federal guidance. Abatement will include proper notification to the IDEM, along with all required personal air monitoring and manifesting.

Schedule

Heartland is prepared to initiate this scope of work for this project immediately upon receipt of written notice to proceed. Heartland will mobilize on site and complete all abatement activities no later than three weeks after notice to proceed. Please note activities can only commence after the required 10-day notification period to IDEM to completed, which will be submitted upon notice to proceed receipt.

Special Considerations

All work completed by Heartland will be done in accordance with all federal, state and local safety and health regulations. Project work will be invoiced on a per project basis. One final invoice upon completion of the asbestos building inspection and reporting will be issued.

Cost Summary

The estimated costs for the ACM abatement is **\$37,500**. This cost includes all abatement

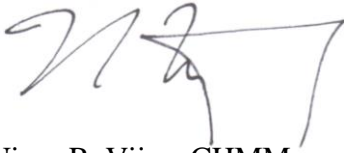
activities, including disposal costs, along with environmental oversight, air monitoring and final reporting. Please note this cost estimate also includes removal of debris that is necessary to be removed to facilitate asbestos abatement activities.

Business Terms & Conditions

Heartland is prepared to initiate this Scope of Work upon receipt of your written authorization to proceed.

This proposal is based on reasonable and timely access to the property and site information. Heartland appreciates the opportunity to submit this proposal and looks forward to working with you on this project. Should you have any questions regarding this proposal, please contact Nivas R. Vijay at 574-360-0961 or at nvijay@heartlandenv.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'N. Vijay', with a large, sweeping flourish extending to the right.

Nivas R. Vijay, CHMM
Senior Project Manager

If this proposal is acceptable, please sign the attached professional services agreement and forward a copy to our office.

**HEARTLAND ENVIRONMENTAL ASSOCIATES, INC.
PROFESSIONAL SERVICES AGREEMENT**

THIS IS AN AGREEMENT, made as of _____, 2018, between

(Client)

and

HEARTLAND ENVIRONMENTAL ASSOCIATES, INC.

This Agreement consists of the following documents that are attached to and made a part of this Agreement.

HEARTLAND PROPOSAL #P2018-03-044, Dated March 5, 2018

BILLING SCHEDULES:

Project Estimate Fee: **\$37,500**

Notwithstanding any other provision of this agreement, and to the fullest extent allowed by law, client agrees that the limit of liability of Heartland, its subcontractors, and suppliers, and their officers, directors, employees, representatives, agents and assigns, for any claim or liability that may arise under the agreement or as a result of the services to be performed under the agreement, from any cause or causes whatsoever including, but not limited to, negligence, gross negligence, errors or omissions, strict liability, breach of contract or breach of warranty, shall be the total amount paid to Heartland under the agreement or the sum of \$100,000 whichever is greater. Client further agrees that under no circumstances shall Heartland be liable for special, consequential, indirect, exemplary, or punitive damages.

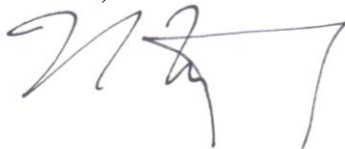
The Agreement constitutes the entire agreement between Client and Heartland and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified by a written document signed by authorized representatives of Client and Heartland.

ACCEPTED BY:

ACCEPTED BY:

**HEARTLAND ENVIRONMENTAL
ASSOCIATES, INC.**

By:



By:

Nivas Vijay, CHMM

Title: Senior Project Manager

Title:

Date: 03/05/2018

Date:

An owner, partner, or officer must sign this contract, or a representative of the company authorized to execute contracts on behalf of Client.