



January 22, 2021

Dennis H. Carson, Director  
Economic Development Department  
City of Lafayette  
515 Columbia Street  
Lafayette IN 47901

**Pre-Abatement Site Visit, Asbestos Sampling, and Abatement Oversight Proposal**  
Proposed Police Station Property  
625 Columbia Street  
Lafayette, Tippecanoe County, Indiana

Dear Mr. Carson:

Industrial Waste Management Consulting Group, LLC (IWM Consulting) is pleased to provide the City of Lafayette Economic Development Department this proposal to conduct a pre-abatement site visit, asbestos sampling, and abatement oversight for the building located at 625 Columbia Street in Lafayette, Indiana (hereinafter referred to as the site). IWM Consulting performed an initial asbestos inspection of the building in October 2020 which included collection and analysis of samples, and conducted a pre-abatement site visit with an asbestos abatement contractor in January 2021 during which additional, previously inaccessible areas were inspected and suspect asbestos-containing materials (ACMs) were collected.

Friable ACMs identified and confirmed to be present in the 625 Columbia Street building during the asbestos inspections included the following:

- **Boiler Insulation.** Approximately 225-square feet of this material is present on the decommissioned boiler in the basement of the 625 Columbia Street building.
- **Elbow Joint Compound.** An estimated 5-square feet of this material was observed in the basement of the 625 Columbia Street building.
- **Air Cell Insulation.** Approximately 305-foot length of this material was observed in the basement and pipe chases located in the 625 Columbia Street building.
- **Cloth Insulation.** Approximately 15-foot length of this material was observed in the basement of the 625 Columbia Street building.

Non-friable asbestos-containing materials identified and confirmed to be present in the 625 Columbia Street building during the asbestos inspections included the following:

- **Ceiling Tile Mastic.** Approximately 375-square feet of this material, utilized to affix ceiling tiles, is estimated to be present in the 625 Columbia Street building.

Limitations were encountered/imposed during the initial asbestos inspection (in order to minimize damage to the existing structure, a full pre-demolition asbestos survey could not be performed) and there was the

potential for more of these materials to be present in pipe chases within walls, floors and ceilings that were not observable during the inspection. According to information discussed during a conference call with you on January 6, 2021, it was relayed that site conditions had changed significantly since the initial asbestos survey as short-term work activities had included the removal of ceiling tile and insulation was exposed throughout the building.

IWM Consulting conducted a pre-abatement visit with J&B's Environmental Abatement (J&B's) of Lafayette, Indiana to estimate quantities of previously unknown ACMs and to collect samples of suspect ACM that were inaccessible during the initial asbestos inspection.

An accredited IWM Consulting asbestos building inspector licensed by the Indiana Department of Environmental Management (IDEM) coordinated and attended the pre-abatement site visit on January 11, 2021 with the local abatement contractor. During the pre-abatement site visit, IWM Consulting worked with the abatement contractor to estimate quantities of known ACMs and identify any suspect ACMs not previously identified during the October 2020 asbestos inspection. Additional suspect ACMs were identified during the pre-abatement site visit, and five (5) additional samples were collected in accordance with the requirements of 40 CFR 763.86. Bulk samples of suspect ACMs were submitted to a laboratory accredited to conduct asbestos bulk analyses under the National Voluntary Laboratory Accreditation Program (NVLAP). The samples were analyzed for asbestos using polarized light microscopy/dispersion staining (PLM/DS), in accordance with EPA Method 600/R-93/116. The additional sampling will be documented in a separate addendum to the *Asbestos Inspection and Lead Paint Survey* by IWM Consulting, dated November 10, 2020 within five (5) working days (one (1) calendar week) after the laboratory testing results are received. The report will include a copy of the laboratory analytical report, including the sampling locations for any suspect or confirmed ACMs (if any), photographs of the building materials sampled, and estimated quantities of ACMs.

**Pre-abatement Site Visit Schedule and Cost.** The pre-abatement site visit was scheduled by IWM Consulting with a local abatement contractor upon receipt of authorization to proceed. The pre-abatement site visit and sample collection required one (1) day. Suspect ACMs not previously identified were encountered and samples were collected and submitted for laboratory analysis at a cost of **\$10 per sample**. Five (5) samples were submitted for laboratory analysis; however, multiple layers of materials in the submitted samples resulted in more laboratory analyses than the number of samples submitted. The cost for analysis of the additional samples submitted was **\$44.55**. The cost to complete the pre-abatement work activities (site visit, sample collection and analysis [maximum 5 samples], and reporting) was estimated on a lump sum basis for a not to exceed cost of **\$1,500**.

**Abatement Oversight Schedule and Cost.** The abatement activities are estimated to be completed within three (3) days. The cost to abate known ACMs provided by J&B's is **\$9,801**. IWM Consulting will coordinate with the abatement contractor, provide oversight of the abatement activities at the beginning and at the end of the project, and will provide a brief summary of the abatement activities, including and methods employed and final quantities of ACM removed. IWM Consulting can also assist, if needed, regarding the asbestos portion of the demolition permit. IWM Consulting will provide this oversight and reporting on a lump sum basis for a not to exceed cost of **\$2,500**.

**Total Estimated Cost.** The total estimated cost to complete all of these tasks is **\$13,801**. IWM Consulting recommends that an additional 20% contingency be incorporated into this proposal in case additional ACM is discovered in areas not accessible during either of the site visits. The 20% contingency for the base estimated abatement contractor costs (**\$9,801**) is **\$1,960**. At this time, IWM Consulting is requesting approval for an overall site budget of **\$15,761.20** (\$13,801 + \$1,960). The supplemental contingency costs will only be invoiced to the Client if additional abatement activities are required based upon the final quantities abated vs. the originally estimated quantities.

We appreciate this opportunity to offer our services. If you have any questions regarding this proposal, please feel free to contact Brad Gentry at (317) 968-9256, or by email at [bgentry@iwmconsult.com](mailto:bgentry@iwmconsult.com).

Sincerely,

IWM Consulting Group



Ashley Pepple  
Project Manager



Brad Gentry, LPG  
Vice President/Brownfields Coordinator

Attachments: Authorization for IWM Consulting Group, LLC to Proceed  
Standard Terms and Conditions Professional Services Contracts Updated 2/7/2019  
IWM Consulting Certificate of Insurance



**AUTHORIZATION FOR IWM CONSULTING GROUP TO PROCEED**

**Proposal Date:** January 22, 2021  
**Client:** City of Lafayette Economic Development Department

**Proposal Title:** Pre-Abatement Site Visit, Sampling, and Abatement Oversight  
Proposed Police Station Property  
625 Columbia Street  
Lafayette, Tippecanoe County, Indiana

The undersigned hereby authorizes IWM Consulting Group (IWM Consulting) to proceed on the above-described project in accordance with the referenced proposal and its associated work scope, terms, and conditions. By authorizing the work, the undersigned acknowledges that IWM Consulting's proposed work scope is adequate for the undersigned's purposes. The undersigned further acknowledges that they have read, understand, and agree to the terms and conditions governing the project, including but not limited to the Standard Terms and Conditions for this project, which are incorporated herein, and are authorized to contractually bind the above-named Client in executing this Authorization for IWM Consulting to Proceed. In no event shall any subsequent work order or similar document vary the terms and conditions of this authorization, including all terms and conditions incorporated by reference, without the express written agreement of IWM Consulting.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(E-mail Address)

\_\_\_\_\_  
(Date)

[PLEASE RETURN THIS PAGE TO IWM CONSULTING GROUP, LLC]



**CITY OF LAFAYETTE, INDIANA**

**STANDARD TERMS AND CONDITIONS  
PROFESSIONAL SERVICE CONTRACTS**

1. **Billing**. On hourly, not to exceed, contracts, services may be billed monthly for the hours and costs expended during that period. Services under fixed fee or lump sum contracts may be billed monthly on the estimate of the percentage of work completed.
  
2. **Employment**. During the term of the Agreement, the Consultant shall not engage on this project on a full or part-time basis any professional or technical personnel who are, or have been at any time during the period of the Agreement, in the employ of the City, except regularly retired employees.
  
3. **Ownership of Documents**. All reports, tables, figures, drawings, specifications, boring logs, field data, field notes, laboratory test data, calculations, estimated and other documents prepared by Consultant shall remain the property of the Consultant. The City shall be entitled to copies or reproducible sets of any of the aforesaid.
  
4. **Insurance**. The Consultant shall at its own expense maintain in effect during the term of the Agreement the following insurance with limits as shown or greater:
  - A. General Liability (including automobile) – combined single limit of \$2,000,000. The City shall be named as Additional Insured and be given a 30 day notice of cancellation, non-renewal or significant change of coverage. Consultant’s insurance shall be written on a “primary” basis and the City’s insurance program shall be in excess of all of Consultant’s available coverage.
  
  - B. Worker’s Compensation – statutory limit. Workers Compensation shall include a Waiver of Subrogation endorsement in favor of the City.
  
  - C. Professional Liability for protection against claims arising out of the performance of professional services caused by negligent error, omission or act in the amount of \$2,000,000.
  
  - D. The Consultant shall provide Certificates of Insurances indicating the aforesaid coverage.
  
5. **Successors and Assigns**. Neither the City nor the Consultant shall assign, sublet or transfer their interest in the Agreement without the written consent of the other.
  
6. **Termination of Agreement**. The Agreement may be terminated by either party should the other party fail to substantially perform in accordance with the terms through no fault of the other upon fifteen (15) days written notice. The Agreement may be terminated by the City for convenience upon thirty (30) days written notice to Consultant. In the event of termination, due to any reason other than the fault of the Consultant, the Consultant shall be paid for services performed to termination date, including reimbursable.

7. **Dispute Resolution.** All claims or disputes of the Consultant and the City arising out of or relating to the Agreement, or the breach thereof, shall first be submitted to non-binding mediation. If a claim or dispute is not resolved by mediation, the party making the claim or alleging a dispute shall have the right to institute any legal or equitable proceedings in the Tippecanoe Superior or Circuit Court. The prevailing party shall be entitled to recover attorney fees and costs.

8. **Indemnities.** Consultant and City each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives from and against liability for all claims, losses, damages or expenses caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses and damages or expenses are caused by the joint or concurrent negligence of the City and Consultant, they shall be borne by each party in proportion to its negligence.

9. **E-Verify.** Consultant must enroll in and verify the work eligibility status of all newly hired employees of the Consultant through the E-Verify program operated by the United States Department of Homeland Security. If the E-Verify program ceases to exist, the Consultant will not be required to verify the work eligibility status of newly hired employees through the E-Verify program. The Consultant affirms under penalties for perjury that the Consultant does not knowingly employ an unauthorized alien.

10. **Contracting with Iran.** Consultant certifies that under penalties of perjury that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5.

11. **Tobacco Free Policy.** Consultant, subcontractors and suppliers shall comply with the City of Lafayette's Tobacco Free Workplace Policy while on the job-site.

12. **Compliance with Laws.** The Consultant specifically agrees that in the performance of the services herein enumerated by the Consultant or a subcontractor or anyone acting on behalf of either, that each will comply with all State, Federal and Local Statutes, Ordinances and Regulations.

13. **Changes in Work.** In the event that either the City or Consultant determine that a major change in scope, character or complexity of the work is needed after the work has progressed as directed by the City, both parties in the exercise of their reasonable judgment shall negotiate the changes and the Consultant shall not commence the additional work or the change of the scope of work until a supplemental agreed is executed and the City has provided written notice to the Consultant to proceed.

14. **Delays and Extensions.** The Consultant agrees that no change or claim for damages shall be made by if for any minor delays from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Any such delays shall be compensated for by an extension of time for such period as may be determined by the City, subject to the Consultant's approval. However, it being understood, that permitting the Consultant to proceed

to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the City or any of its rights herein.

15. **Standard in Practice.** The Consultant will strive to conduct services under the Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of the Agreement.

16. **Waiver of Contract Breach.** The waiver of one party of any breach of the Agreement or the failure of one party to enforce at any time, or for any period of time, any provisions hereof, shall be limited to the particular instances, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for that particular instance.

17. **Entire Understanding of Agreement.** The Agreement represents and incorporated the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenant or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. City and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of the Agreement.

18. **Non-Discrimination.** Pursuant to Indiana and Federal law, the Consultant and the Consultant's subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of the work under the Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

19. **Amendments.** The Agreement may only be amended, supplemented or modified by written documents executed in the same manner as the Agreement.

20. **Governing Law.** The Agreement and all of the terms and provisions shall be interpreted and construed according to the laws of the State of Indiana. Should any clause, paragraph, or other part of this Agreement be held or declared to be void or illegal, for any reason, by any court having competent jurisdiction, all other clause, paragraph or other part of the Agreement, shall remain in full force and effect.

21. **Public Record.** The Consultant acknowledges that the City will not treat the Agreement as containing confidential information and may post this Agreement on the Indiana Transparency Portal as required by IC § 5-14-3.8-3.5.





**ADOPTED AND PASSED** by the Lafayette Redevelopment Commission this 28th day of January, 2021.

**LAFAYETTE REDEVELOPMENT COMMISSION**

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Jos Holman

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Jim Terry

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T.J. Thieme

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Shelly Henriott

ATTEST:

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Dave Moulton

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Josh Loggins