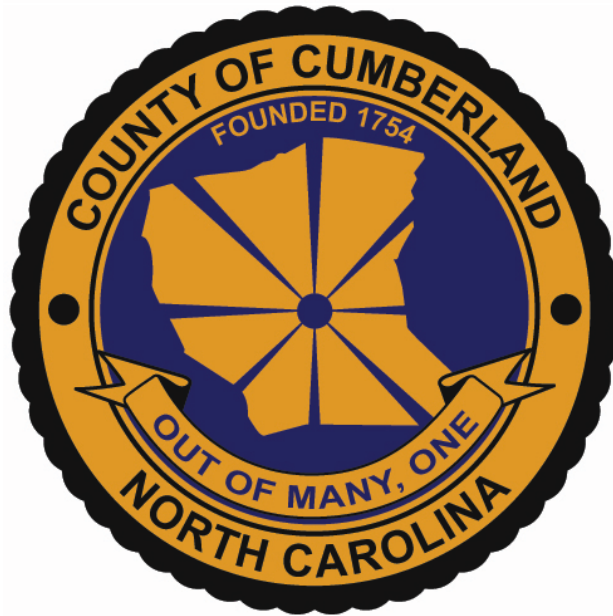


# SPECIFICATIONS

for

CUMBERLAND COUNTY  
ENGINEERING & INFRASTRUCTURE DEPARTMENT

DEMOLITION OF LEGAL AID BUILDING  
155 GILLESPIE STREET



CUMBERLAND COUNTY  
NORTH CAROLINA

CUMBERLAND COUNTY  
NORTH CAROLINA

ADVERTISEMENT, INSTRUCTIONS TO BIDDERS,  
PROPOSAL, SPECIFICATIONS, CONTRACT,  
BOND, APPROVAL, Etc.

FOR

CUMBERLAND COUNTY  
ENGINEERING & INFRASTRUCTURE DEPARTMENT

DEMOLITION OF LEGAL AID BUILDING  
155 GILLESPIE STREET, FAYETTEVILLE, NORTH CAROLINA

November 12, 2013

CUMBERLAND COUNTY COMMISSIONERS

Jimmy Keefe, Chairman  
Dr. Jeanette M. Council, Vice-Chairman  
Kenneth S. Edge  
Ed Melvin  
Marshall Faircloth  
Billy R. King  
Charles E. Evans

Prepared by:  
Cumberland County Engineering & Infrastructure Department

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### **APPENDED FORMS**

Form of Bid Proposal  
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Notice to Proceed

### **APPENDED PLAN SHEETS**

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ADVERTISEMENT  
INVITATION FOR PROPOSALS  
FOR  
CUMBERLAND COUNTY  
ENGINEERING & INFRASTRUCTURE DEPARTMENT  
DEMOLITION OF LEGAL AID BUILDING  
155 GILLESPIE STREET, FAYETTEVILLE, NORTH CAROLINA

**Cumberland County  
North Carolina**

Pursuant to Section 143-129 of the General Statutes of North Carolina, formal bids are solicited and will be received in the office of the Engineering & Infrastructure Department, Room 214, in the Historic Courthouse located at 130 Gillespie Street, Fayetteville, North Carolina at any time before **2:00** pm on **Tuesday, December 2, 2013** and then publicly opened in office of the Engineering & Infrastructure Department in the Historic Courthouse and read for construction of the proposed:

New protective coating system on exposed structural steel compression ring roof structural support system at the Crown Coliseum.

A pre-bid conference will be held at **2:00** PM on **Thursday, November 21, 2013** at the project site. This is a **mandatory** pre-bid conference due to the complexity of the project. **The County will not accept any bids from contractors who fail to attend the pre-bid conference. This meeting will be held at 155 Gillespie Street.**

Proposals must be enclosed in a sealed envelope addressed to Jeffery P. Brown, PE, Engineering & Infrastructure Director, 130 Gillespie Street, Room 214, Fayetteville, NC 28301. The outside of the envelope must be marked "**PROPOSAL FOR DEMOLITION OF LEGAL AID BUILDING**" and shall indicate the name, address, telephone number and state license number of the bidder. Proposals must be submitted on the printed form, or exact copies thereof, contained in the Contract Documents.

A bid security in the amount of 5% of the bid is required for this project.

Performance and Payment Bonds in the amount of 100% of the contract sum will be required of the successful contractor.

All Contractors are notified that North Carolina Statutory provisions as to licensing for contractors will be observed in receiving, reading and awarding of contracts.

Specifications, including Contract Documents, are open to public inspection and available upon request at the Cumberland County Engineering & Infrastructure Department, 130 Gillespie Street, Fayetteville, NC.

The Board of Commissioners reserves the right to reject any or all proposals. The bidder to whom the contract may be awarded must comply with the requirements of G.S. Section 143-131, as amended.

***North Carolina General Statutes, specifically §160A-20.1(b), prohibit the County from entering into contracts with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64. The Contractor shall submit the E-Verify Affidavit, located in the Bid Proposal section, with their bid. Bids that do not include this Affidavit will be considered non-responsive.***

No bids may be withdrawn after the scheduled closing time for the receipt of proposals for a period of thirty (30) days.

**CUMBERLAND COUNTY, NORTH CAROLINA**

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Jeffery P. Brown, PE  
Engineering & Infrastructure Director

## **GENERAL CONDITIONS**

### General:

- A. The "General Conditions" referred to in this and the following Section of the Specifications is EJCDC "Standard General Conditions of the Construction Contract", EJCDC No. 1910-8 (1996 Edition) and SHALL BE considered Section II of this Specification by reference.

A copy of the "General Conditions" may be examined in the office of the County Engineering.

- B. Wherein the Supplementary Conditions are in conflict with the "General Conditions" (EJCDC No. 1910-8 (1996 Edition), the Provisions of the Supplementary Conditions SHALL govern.
- C. All work is to be performed by contractors licensed in their respective fields of competence.

## SUPPLEMENTARY GENERAL CONDITIONS

### GENERAL

The following Supplements modify, change, delete from or add to the "General Conditions of the Contract of Construction". Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

### DEFINITIONS:

- A. "Owner" or "County" Cumberland County, North Carolina
- B. "Engineer" Engineering & Infrastructure Director
- C. "Drawings" All drawings, or reproductions of drawings pertaining to the construction under the Contract.
- D. "Work" or "Project" The work shown on the drawings and specified herein.

### CONTRACT COMPLETION TIME AND LIQUIDATED DAMAGES:

The time for completion of the work including clean-up, under this contract shall be 60 calendar days from the date specified in a written "Notice to Proceed" to the Contractor(s). Liquidated damages in the amount of \$500.00 per day for each day in excess of the time allowed will be deducted from the contract amount to be paid to the Contractor(s).

See General Conditions of the Contract, Article 12, regarding construction schedules, delays and extensions of time.

### NORTH CAROLINA SALES TAX:

The following procedure shall be followed relative to the North Carolina Sales Tax applicable to this project. Contractors shall comply fully with the requirements outlined hereinafter, in order that the County may recover the amount of the tax permitted under the law.

- (a) It shall be the Contractor's responsibility to furnish the County documentary evidence showing the materials used and sales tax paid by the Contractor and each of his subcontractors. Such evidence shall be transmitted to the County together with the Contractor's monthly payment request on the form provided by the County.
- (b) The documentary evidence shall consist of a certified statement, by the Contractor and each of his subcontractors individually showing total purchases of materials from each separate vendor, total sales taxes paid each vendor, and the county to which the local sales tax was paid. Certified statement

must show the invoice number, or numbers, covered and inclusive dates of such invoices.

- (c) Materials used from Contractor's or subcontractor's warehouse stock shall be shown in a certified statement at warehouse stock prices.
- (d) The Contractor shall not be required to certify the subcontractor's statements.
- (e) The documentary evidence to be furnished to the County eligible for sales tax refunds, covers sales taxes paid on building materials, supplies, fixtures and equipment which become a part of or annex to buildings or structures being erected, altered or repaired under contracts with governmental units.
- (f) The Contractor to whom award is made on this project will be required to follow the procedure outlined above. Failure to comply with these requirements will result in delays in payment to the Contractor.

#### PLANS AND SPECIFICATIONS:

The Engineer will furnish to the Contractor two (2) copies of the Plans and Specifications, and he shall have available on the site at all times during the prosecution of the work one copy of said Plans and Specifications. This copy shall be accurately marked by the Contractor indicating all approved changes occurring during the construction process and delivered to the Engineer upon completion of the project.

#### MANUFACTURER'S RECOMMENDATIONS AND CERTIFICATION:

The Contractor shall submit to the Engineer for approval a list of proposed materials, equipment, or products to be incorporated in the work, within (10) days after award of the Contract.

The Contractor shall submit to the Engineer, the manufacturer's recommendations for each material or procedure to be utilized which is required to be in compliance with such recommendations. The Contractor shall have a copy of the manufacturer's instructions available at the construction site at all times and shall follow these instructions unless otherwise directed by the Engineer.

The Contractor shall be responsible at his own expense to provide certification to the Engineer by the manufacturer that all materials used for this project meet project specifications and are in compliance with referenced American Society for Testing Materials (ASTM). Materials or material suppliers shall not be changed after submittal or certifications without written approval by the Engineer. Any changes and re-certification cost shall be at the Contractor's expense and approval.

#### RIGHT-OF-WAYS:



The Contractor shall confine his construction operations to the immediate vicinity of the location shown on the plans and in no case shall he encroach beyond the limits of the Owner's property or right-of-ways. He shall place materials, equipment, supplies, etc. so as to cause the least possible damage to property and interference with traffic. His method of operation and placing of equipment and materials shall be subject to the approval of the Engineer.

It shall be the duty of the Contractor to locate the limits of the right-of-ways, or property lines, prior to beginning construction. He shall be solely responsible for any damage to trees, crops or other property outside the boundaries of the construction and shall make satisfactory settlement for any damage directly with property owner involved.

The Contractor shall submit to the City of Fayetteville and to the NCDOT if necessary a traffic control plan if the flow of traffic will be interrupted at any point during this project. The Contractor shall provide necessary flagmen, warning and description signs or devices and other requirements for the protection of traffic as specified in the U.S. Department of Transportation, Federal Highway Administration's Manual on Uniform Traffic Control Devices for Streets and Highways, and the North Carolina Construction and Maintenance Operations Supplement. If any equipment or materials will be in the roadway travel lanes or immediately adjacent to any travel lanes. The Engineer reserves the right to stop any work for non-compliance.

#### CONTRACTORS INSURANCE:

The Contractor shall not commence work under this Contract until he has obtained all insurance required under Article 5 of the General Conditions and submitted to the Owner in the form of a Certificate of Liability Insurance naming the County of Cumberland, P.O. Box 1829, Fayetteville, NC 28302, as the certificate holder, and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work until such insurance has been obtained and approved. If a subcontractor does not take out insurance in his own name and his principle Contractor wishes to provide insurance protection for such subcontractor and such subcontractor's employees, a rider must be attached to the principal policy, the Contractor must take out appropriate policies in the name of the subcontractor.

Minimum acceptable coverages are as follows:

Workers Compensation	Statutory
General Liability	\$1,000,000
Vehicle Bodily Injury	\$300,000 per Occurrence
\$500,000 Annual Aggregate	
Property Damage	\$500,000 Annual Aggregate

The Contractor and /or subcontractors shall furnish and keep in force the insurance requirements for a period of one (1) year after completion and acceptance of the work by the Owner. The certificate is to make reference to the project and the Owner.

#### FIELD DIRECTIVES FROM THE ENGINEER:

The Contractor shall communicate with and take field directives only from the Engineer or his representative. Any and all changes in the work are to be accomplished only by written change order or written field orders which can be issued only by the Engineer or his representative. No claims for monetary or other considerations will be allowed that are based on verbal agreements only or that are based on Contractor agreements with any agent other than the Engineer or his representative.

#### FORCE ACCOUNT WORK:

Should unforeseen circumstances arise which, in the opinion of the Engineer, require work to be done for which no price can be agreed upon, the Engineer may require that the work be done on a force account basis. Work done on this basis shall be paid as follows:

- a. Skilled and common labor at the regular rate of pay for such men. Pay for the foreman may be included, provided, in the judgment of the Engineer, a foreman is required.
- b. To the foregoing shall be added such social security and old age benefit payments made by the Contractor.
- c. Materials used, to be listed with invoices.
- d. Equipment used shall be paid for at an hourly rate schedule mutually agreed upon, but in no case shall it exceed the hourly rate schedule established for such units by the Associated General Contractors.

To the sum of a, b, c, and d shall be added ten percent (10%) for overhead and profit.

When force account work has been authorized, such authority shall be in writing.

#### LOCAL LAWS AND REGULATIONS:

The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full. The Contractor will be responsible for notifying proper inspectors at various stages of construction for inspection and approval before continuing his work.

#### PERMITS AND LICENSES:

**The Contractor shall procure and pay all charges and fees for all permits (demolition permit, traffic control plan, etc.) and licenses incidental to the due and lawful prosecution of the work.**

#### DEMOLITION TRASH & DEBRIS REMOVAL:

During demolition of the Project, the Contractor shall be responsible for the removal of any trash or debris created by his work to an approved disposal site. The site will be maintained in a clean condition at all times.

Trash and debris from daily operations are to be stored in appropriate storage containers or trucks until removal to the disposal facility. The project shall be clear of all debris, rubbish and other materials resulting from demolition operations and dispose of off-site. The Contractor shall comply with any federal, state or local regulations relating to hauling and disposal. The Contractor shall be responsible for paying all disposal fees. **The Contractor shall dispose of debris at Cumberland County Landfill and tipping fees at the Cumberland County Landfill will not be waived for this project.**

#### PAYMENTS:

Payments shall be made on a basis of 95% of monthly estimated cost of labor and materials, including freight or hauling on receipted bills until the work is 50% complete. Upon completion of 50% of the work, no additional retainage shall be held provided the work is progressing satisfactorily. If the contractor fails to maintain the work on schedule, the Owner has the right to reinstate retainage such that the total amount withheld does not exceed 2.5% of the total contract amount. The contract payment shall be due and payable within fifteen (15) days after the Contractor's invoice has been certified for payment by the Engineer, the balance to be paid upon completion and acceptance of the job. Final payment shall be made to the Contractor within thirty (30) days after all work has been finally completed and each and every provision of the specifications and accompanying drawings complied with to the Owner's or Engineer's satisfaction. Acceptance of the completed job shall be made by the Owner, or his representative and the Engineer not later than the 25th of the month following in order to receive consideration.

#### DISPUTE RESOLUTION:

The parties must resolve any claim, dispute or other matter in contention arising out of, or relating to, this Contract which involves \$15,000 or more through the following procedure. The parties shall first negotiate in good faith to reach an equitable settlement to the dispute. If a negotiated settlement cannot be reached within 10 business days, the parties shall submit to mediation. The parties shall select a mediator, licensed by either the North Carolina or federal courts and mutually agreeable to all parties in the dispute to conduct the proceedings which shall be held at the Owner's place of business. If the parties cannot select a mediator within 10 business days, then the Owner shall select a mediator (or, if the Owner is a party to the dispute, the Cumberland County Trial Court Administrator). The mediator's cost shall be equally shared by all parties to the dispute. If a mediated settlement cannot be reached, the final recourse to the aggrieved party is legal action instituted and tried in the General Court of Justice of North Carolina under North Carolina Law with venue for trial being Cumberland County. No party shall have a right to resort to litigation until mediation shall first have occurred and not been successful.

In accordance with North Carolina General Statute 143-135.26(12) and as a condition to this Contract, the prime contractor shall incorporate this dispute resolution clause in any and all contracts with first-tier subcontractors who in turn shall incorporate this clause in any contracts with lower-tier subcontractors.

END OF SECTION

## **DIVISION ONE - GENERAL REQUIREMENTS**

### **SECTION 01110 - SUMMARY OF WORK**

The contractor will successfully complete asbestos abatement per the specifications below prior to the demolition of the building. The contractor shall remove and provide to the owner the roof access ladder attached to the building. The contractor shall coordinate with owner to have the roof top HVAC units removed prior to demolition. These will remain the property of the owner. The contractor shall be responsible to have all utilities disconnected (terminated) prior to demolition. The work to be performed under this project consists of providing all labor, equipment and materials necessary for the complete and proper demolition of all man-made items on this property to include structure and foundations, pavement, utilities, etc. The contractor shall completely fill all below grade voids resulting from the demolition activities with contractor furnished select backfill. After placement and compaction of fill material, the site shall be graded for positive drainage and shall be seeded and mulched. Contractor shall be responsible for erosion control and ensuring that adequate erosion control measures are in place for the duration of this project.

### **SECTION 01140 - WORK RESTRICTIONS**

If the Owner stops work or causes the Contractor to work out of sequence, the Contractor's only recourse is the extension of the contract time. No additional costs shall be granted to the Contractor.

### **SECTION 01330 - SUBMITTAL PROCEDURE**

The Contractor shall, within 15 days after the Notice to Proceed has been issued by the Owner, provide submittals to the Engineer prior to acquiring the materials for this project. The Submittal SHALL include all pertinent information about the product, including but not limited to:

- Product Data
- Samples of the Materials
- Manufacturer's Instructions for Application or Installation

### **SECTION 01400 – EXECUTION**

The Contractor shall install all work in accordance with the Manufacturer's written instructions using workmen experienced in the installation of protective coating systems on structural steel.

**END OF SECTION**

**TECHNICAL SPECIFICATIONS  
FOR ASBESTOS ABATEMENT**

**FOR**

**155, 157 and 159 Gillespie Street  
Fayetteville, North Carolina  
ECS Project No. 06:20098**



**ECS Carolinas, LLP  
9001 Glenwood Ave.  
Raleigh, NC 27617**

A handwritten signature in black ink, which appears to read "Anthony Scialdone".

**Prepared By: Anthony Scialdone  
North Carolina Asbestos Designer No. 40426  
December 24, 2012**

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## **SECTION 01043**

### **PROJECT COORDINATION**

#### **1.01 GENERAL**

- A. The abatement contractor will be licensed general contractors in either the specialty interior, building, unclassified or asbestos categories by the North Carolina Licensing Board of General Contractors and limited for the bid amount.
- B. The contractor shall be responsible for inspecting the site prior to bidding to confirm the scope of the work. Quantities and locations listed by ECS Carolinas, LLP (ECS) in the plans, specifications or survey performed by ECS are done so as estimations. The contractor is responsible for measurements and quantifying the asbestos-containing building materials to be removed.
- C. The contractor shall furnish and is responsible for all costs including, but not limited to: permit fees, containment preparation, scaffolding, labor, materials, services, insurance, bonding, and equipment necessary to carry out the abatement operations. All work including abatement and disposal of asbestos material will be in accordance with the plans and specifications, the Environmental Protection Agency (EPA) and Occupational Safety and Health Association (OSHA) regulations, and applicable state and local government regulations.
- D. The contractor/employer has and assumes the responsibility of proceeding in such a manner that he offers his employees a workplace free of recognized hazards causing or likely to cause death or serious injury. The contractor shall be responsible for performing this abatement and disposal so that airborne asbestos fiber levels do not exceed established levels.
- E. The contractor will be responsible for all costs associated with employee monitoring to meet the OSHA requirements.
- F. The contractor is responsible for all costs, including additional visits, should the air monitor determine that the contractor failed a final inspection. Notification and scheduling of final inspections during the project is the responsibility of the contractor. The contractor will allow a minimum notice of 48 hours, unless the air monitor and the contractor agree upon a different time frame.
- G. The contractor shall coordinate work activities with the owner, general contractor and the air monitor.
- H. Contractor must provide proof to Owner and ECS of \$2 million of asbestos pollution liability insurance, prior to awarding of contract.
- I. ECS and the Owner shall be held harmless of liability from the contractor(s) or owner(s) failure to complete the work under applicable regulations including EPA and OSHA regulations and applicable state and local government regulations.

## 1.02 PERSONNEL

### A. Supervisor

1. All supervisors shall be accredited by the North Carolina Health Hazards Control Unit (HHCU).
2. All supervisors on the project shall have two years experience in the administration and supervision of asbestos abatement projects including work practices, protective measures for building and personnel and disposal procedures.
3. One supervisor shall be provided for every 10 workers. A minimum of one supervisor shall be provided per project.
4. The contractor shall have at least one employee on the job site in either a foreman or supervisors position that is bilingual in the appropriate languages when employing workers who do not speak fluent English.

### B. Worker

1. Workers shall be accredited by the HHCU.
2. The abatement contractor is responsible for supplying the required number of workers to complete the project within the designated project schedule.

### C. Competent Person

1. A competent person, as defined in the OSHA asbestos standard 29 CFR 1926.1101, employed by the contractor must be outside the work area at all times to monitor activity, ensure containment security, provide information to visitors, and provide access to the work area.

### D. Employees

1. The contractor is responsible for the behavior of workers within his employment. If during the contracted work, an employee is judged to exhibit behavior unfitting for the area or judged to be a nuisance by the owner, air monitor or ECS, the contractor shall remove them immediately from the project.
2. The contractor shall be responsible for compliance with the following concerning employee behavior:
  - a. Under no circumstances are alcohol, drugs or other type of controlled substances permitted on the property.
  - b. Workers are restricted to the construction project site only.
  - c. Vehicles must be parked in areas approved by the owner.



- d. Workers must conform to the following basic dress code when in public areas of the project confines: long pants, shirts, no tank tops, no shorts, no bare backs.
  - e. The contractor is responsible for disposal of trash brought on the property by his employees, including drink cans, bottles or other food containers and wrappers.
  - f. Eating, drinking, and smoking are not allowed in the containment area(s).
3. Failure to adhere to these rules could result in criminal prosecution and/or removal from the property.

### **1.03 MEETINGS**

#### **A. Pre-bid**

- 1. A pre-bid conference will be held by the Owner and Designer at a date to be determined at the job site.
- 2. The designer will review the specifications, present required techniques and safeguards for the removal of the asbestos.
- 3. Meeting minutes, scope of work changes, or clarifications raised during the meeting will be issued by the designer in an addendum at least 24 hours prior to the bid.

#### **B. Bid Opening**

- 1. The bid opening will be held approximately one to two weeks after the pre-bid meeting.

### **1.04 SUBMITTALS**

- A. Submit two complete, bound sets of post-job submittals to ECS following the final completion of the work.
- 1. Affidavits: Contractor's affidavit of payment of debts and claims, affidavit of release of liens, and consent of surety company to final payment.
  - 2. Manifest: North Carolina Asbestos Waste Shipment Record (DEHNR 3787) receipt from landfill operator that acknowledges the contractor's delivery(s) of waste material. Include date, quantity of material delivered and signature of authorized representative of landfill. Also, include name of waste transporter.
  - 3. Daily Supervisor Log: A notarized copy of daily logs showing the following: name, date, entering and leaving time, company or agency represented, reason for entry for persons entering the work area, employee's daily air monitoring data as required by the OSHA standard and written comments by inspectors, ECS and visitors.

4. Medical: Copies of worker release forms, asbestos training certification forms and respirator training documentation of new employees hired during the project.
  5. Special Reports: Documents generated under Section 01043.1.06.
- B. Requests for final payment will not be approved until the submittal package has been reviewed and approved by ECS and the owner.

#### **1.05 SPECIAL REPORTS**

- A. General: Except as otherwise indicated, submit special reports to ECS within one day of occurrence requiring special report, with copies to others affected by occurrence. Also keep a copy in the project logbook.
- B. Reporting Unusual Events: When an event of unusual and significant nature occurs at site (examples: failure of negative pressure system, rupture of temporary enclosures), prepare and submit a special report to ECS immediately, listing chain of events, persons participating, response by contractor's personnel, evaluation of results or effects, and similar pertinent information. When such events are known or predictable in advance, advise ECS in advance at earliest possible date.
- C. Reporting Incidents: Prepare and submit reports of significant incident, at site and anywhere else work is in progress. A complete copy of the incident report shall be provided to ECS and owner within 24-hours of the incident occurrence. Record and document date and actions; comply with industry standards for reporting incidents. For this purpose, a significant incident is defined to include events where personal injury is sustained, or property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury.

## SECTION 01092

### CODES AND REGULATIONS

#### 1.01 REFERENCE SPECIFICATIONS

The contractor shall assume full responsibility and liability for compliance with applicable federal, state and local regulations pertaining to work practices, hauling, disposal, and protection of workers, visitors to the site, and areas adjacent to the site.

Unless modified by this project specification, specifications for stripping, removal, repair and disposal work shall conform to the following specifications and standards, as applicable and other applicable standards, as if completely reproduced herein.

A. The following regulations published by the Environmental Protection Agency (EPA):

1. "National Emissions Standards for Hazardous Air Pollutants Asbestos," 40 CFR Part 61, Subpart M.
2. "General Provisions," 40 CFR Part 61, Subpart A.
3. "Guidance for Controlling Asbestos-Containing Materials in Buildings" June 1985. (EPA # 560/5-85-024).
4. "Asbestos-Containing Materials in Schools," 40 CFR Part 763, Subpart E including appendices.

B. The following regulations published by the U.S. Department of Labor, OSHA:

1. "Occupational Exposure to Asbestos, Tremolite, Anthophyllite, and Actinolite; Final Rules," Title 29, Part 1910, Section 1001 and Part 1926, Section 1101 of the Code of Federal Regulations.
2. "Respiratory Protection," Title 29, Part 1910, Section 134 of the Code of Federal Regulations.
3. Construction Industry, Title 29, Part 1926, of the Code of Federal Regulations.
4. "Access to Employee Exposure and Medical Records," Title 29, Part 1910, Section 20 of the Code of Federal Regulations.
5. "Hazard Communication," Title 29, Part 1926, Section 59 of the Code of Federal Regulations.
6. "Specifications for Accident Prevention Signs and Tags," Title 29, Part 1910, Section 145 of the Code of Federal Regulations.

C. The following regulations published by North Carolina state agencies:

1. North Carolina Asbestos Hazard Management Program Rules as adopted by 15A NCAC 19C .0600.
  2. "North Carolina Occupational Safety and Health Standards for the Construction Industry," 29 CFR Part 1926 as adopted by T13 NCAC 07F .0201, and shipyard T13:07F.0500.
  3. North Carolina General Statutes, Chapter 95, 97, 130.
- D. The following documents published by the American National Standards Institute:
1. "Fundamentals Governing the Design and Operation of Local Exhaust Systems," Z9.2-1979.
  2. "American National Standard for Respiratory Protection Respiratory Use - Physical Qualifications for Personnel," Z88.6-1984.
  3. "Practices for Respiratory Protection," Z88.2-1992.

## 1.02 NOTICES

- A. The contractor shall notify the following offices in writing within the time frame specified by the NESHAP regulations prior to beginning any asbestos removal operations.

### 1. State Agencies

Health Hazards Control Unit  
N.C. Department of Health and Human Services –OEEB  
Division of Public Health

*(Regular Mail)*

1912 Mail Service Center  
Raleigh, N.C. 27699-1912  
Telephone: (919) 733-0820  
Fax: (919) 733-8493

*(UPS, Fed Ex, etc.)*

5505 Six Forks Road  
Second Floor  
Room D-1  
Raleigh, N.C. 27609

N.C. Department of Labor  
Division of Occupational Safety and Health  
319 Chapanoke Road, Suite 105  
Raleigh, N.C. 27603-3432  
Telephone: 1-800-LABOR-NC or (919) 662-4602  
Fax: (919) 662-4625

### 2. Emergency Departments

Notify the local emergency medical services, police and fire departments in writing of the type and scope of work being performed and request these departments make an inspection prior to beginning the work.

3. Licenses

Maintain current licenses for contractor and accreditation for workers and supervisors as required by applicable state or local jurisdictions for the removal, transporting, disposal or other regulated activity relative to the work of this contract.

4. Contractor is responsible for payment of permit fees required for this project.

## **SECTION 01410**

### **AIR MONITORING - INDUSTRIAL HYGIENE FIRM**

#### **1.01 GENERAL**

- A. The owner will pay for air monitoring services.
- B. The abatement contractor shall provide power, electrical cords, GFI's, etc. for the air monitor.
- C. Air monitoring shall be done under the direct supervision of a North Carolina accredited Supervising Air Monitor (SAM), except for sampling performed by the contractor to satisfy OSHA requirements.
- D. SAM shall be accredited per the Asbestos Hazard Management Program rules.
- E. Air monitor shall be accredited as per the Asbestos Hazard Management Program rules and work under the direct supervision of a SAM.
- F. The SAM shall have taken a protection course that is either National Institute for Occupational Safety and Health (NIOSH), American Industrial Hygiene Association (AIHA) or HHCU recognized.
- G. Employees of the HHCU shall have right of entry into the project. The HHCU's SAM shall have final authority over the air monitoring firm on the project.

#### **1.02 DESCRIPTION OF WORK**

- A. The air monitoring firm may offer recommendations to the contractor as related to air monitoring, but is not directly responsible for the performance of the job.
- B. At the job site, the air monitor is expected to observe, be aware, and comment on general work site conditions and activities as they relate to the specifications and profession of industrial hygiene, and make recommendations in writing to the contractor.
- C. The air monitor is responsible for overseeing the protection of the environment from contamination, protection of persons in adjacent areas, and assurance that the areas are acceptable for occupancy.
- D. The air monitor has the authority to direct the contractor relative to safety and environmental concerns. This includes stopping work, if necessary. In the event of a work stoppage, directions and comments made by the air monitor to the contractor shall be written and a copy shall be provided to the owner. The air monitor has the authority to direct the contractor to resume work when the safety and environmental concern(s) has (have) been controlled.

- E. The SAM shall approve any change in contractor's respiratory protection. This includes a review of the historical data.
- F. The air monitor is to conform to the contractor's schedule and shall respond to necessary changes, provided an advance notice is given as outlined in Section 01043.
- G. The air monitor shall furnish contractor and the owner with a phone number where they may most frequently be reached.
- H. The air monitor shall notify the abatement contractor immediately via phone and within 24 hours, in writing, of failed clearance visits.
- I. At the completion of the project, the air monitor shall prepare a report describing the assessment of the project, air monitoring data, acceptance letters, calibration records, and a description of the project as it proceeded to completion.

### **1.03 AIR MONITORING**

- A. Ambient Air Monitoring: The purpose of ambient air monitoring by the air monitor will be to detect discrepancies in the work area isolation such as:
  - 1. Contamination of the building outside of the work area with airborne asbestos fibers.
  - 2. Failure of filtration or rupture in the negative pressure system.
  - 3. Confirm the work practices established by the contractor and respiratory protection provided for employees are adequate.
- B. Work Area Airborne Fiber Levels: The air monitor may monitor airborne fiber levels in the work area. The purpose of this air monitoring will be to detect airborne fiber levels that may challenge the ability of the work area isolation procedures to protect the balance of the building or outside of the building from contamination by airborne fibers.
- C. Work Area Clearance: To determine if the elevated airborne fiber levels encountered during abatement operations have been reduced to an acceptable level, the air monitor will sample and analyze air per Section 01714.
- D. In accordance with Asbestos Hazard Management Program Rules, the SAM shall develop an Abatement Project Monitoring Plan that complies with EPA and OSHA analytical criteria and will provide a valid representation of airborne fiber concentrations both inside and outside the work area. This program is not intended to satisfy the contractor's requirement for sampling under the OSHA regulation.
  - 1. Final area air sampling will comply with State and Federal requirements in measuring airborne asbestos following an abatement action.
  - 2. Air samples will be analyzed and results made available as per the AHMB Program Rules. Copies of air sampling results shall be signed by the monitor

and a copy posted at the job site. These copies shall include the following: sample number, sample location, activity represented by sample, flow rate, sample time, comments and sample results.

3. If TWA samples are being collected by the contractor for the purpose of reducing respiratory protection requirements, The air monitor shall directly observe the conditions and work practices represented by each sample and make appropriate notes in the bound book on site. The SAM shall review all TWA air sampling results that are used for reducing respiratory protection requirements before accepting the results.
- E. Supplemental air monitoring may be conducted inside and outside the work area by the HHCU. This supplemental sampling does not fulfill air monitoring responsibilities required by OSHA, EPA or this contract.



## **SECTION 01503**

### **TEMPORARY FACILITIES**

#### **1.01 GENERAL**

- A. Provide temporary connection to existing building utilities or provide temporary facilities as required herein or as necessary to carry out the work.
- B. The contractor shall lock and tag out electrical and Heating, Ventilation, and Air Conditioning (HVAC) equipment in the asbestos abatement area. The contractor shall verify that the power and HVAC have been locked and tagged out prior to beginning work.

#### **1.02 WATER SERVICE**

- A. The owner will supply a source of water, however the contractor bears the expense of getting water to the work and decontamination areas and heating that water.
- B. Supply hot and cold water to the decontamination unit in accordance with Section 01563. Hot water shall be supplied at a minimum temperature of 100 degrees Fahrenheit.
- C. After completion of use, connections and fittings shall be removed without damage or alteration to existing water piping and equipment.

#### **1.03 ELECTRICAL SERVICE**

- A. The owner will supply a source of power.
- B. The contractor is responsible for connection of power panels and providing electricity to the work areas.
- C. Ground Fault Protection: Provide receptacle outlets equipped with ground fault circuit interrupters (GFCI), reset button and pilot light, for plug-in connection of power tools and equipment. GFCI's shall be located outside the containment area. Powered equipment shall be connected to a GFCI.
- D. Provide a weatherproof, grounded temporary electric power service and distribution system of sufficient size, capacity and power characteristics to accommodate performance of work during the abatement period.
- E. Install temporary lighting adequate to provide sufficient illumination for safe work and traffic conditions in every area of work.

#### **1.04 FIRST AID**

- A. A minimum of one first aid kit shall be located in the clean room. Additional first aid kits as the contractor feels is adequate or is required by law shall be located throughout the work area.

#### **1.05 FIRE EXTINGUISHERS**

- A. Comply with the applicable recommendations of National Fire Protection Agency (NFPA) Standard 10 - "Standard for Portable Fire Extinguishers." Locate fire extinguishers where they are most convenient and effective for their intended purpose, but provide not less than one extinguisher in each work area equipment room and one in the clean room of the personnel decontamination unit.

#### **1.06 TOILET FACILITIES**

- A. There are no toilet facilities located at the site. The contractor will need to provide temporary toilet facilities.

#### **1.07 PARKING**

- A. Vehicles may be parked in a location designated by owner.

#### **1.08 SECURITY**

- A. The contractor is responsible for constructing and maintaining secure containment areas including the entry/exit areas. The regulated area shall be restricted to authorized, trained, and protected personnel. These may include the Contractor's employees, employees of subcontractors, state representatives, and any other designated individuals. The contractor shall establish a list of authorized personnel prior to job start and post this list in the clean room of the decontamination facility. Abatement locations will be appropriately identified utilizing warning signs as required by OSHA and city, state, and Federal regulations. The contractor is responsible for creating and maintaining a secure work area during the entire project.
- B. The contractor shall maintain a logbook in the clean room area of the decontamination system. Anyone who enters the regulated area must record name, affiliation, time in, and time out for each entry.
- C. Access to the regulated area shall be through a single decontamination system. Other means of access (doors, windows, hallways, etc.) shall be blocked or locked so as to prevent entry to or exit from the regulated area. The only exceptions to this rule are the waste pass-out air lock that shall be sealed except during the removal of containerized asbestos waste from the regulated area, and emergency exits in case of fire or accident. Emergency exits shall not be locked from the inside; however, they shall be sealed with polyethylene sheeting and tape until needed.

## SECTION 01513

### NEGATIVE PRESSURE SYSTEM

#### 1.01 GENERAL

- A. High efficiency particulate air (HEPA) filter exhaust systems equipped with new HEPA filters for each project shall be used. Exhaust equipment and systems shall comply with American National Standard Institute (ANSI) Z9.2-79 and used according to manufacturer's recommendations.
- B. A system of HEPA-equipped air filtration devices shall be configured so that a pressure differential is established between the work area and the surrounding area (-0.02 to -0.04" water column) as measured at any point inside or outside the containment area. A continuous chart-recorded manometer shall be used to confirm this condition. The HEPA-equipped air filtration devices shall be operated according to the manufacture specifications including regular air filter changes.
- C. Prepare a contingency plan (as described in section 1410) in the event of power failure and loss of negative pressure within the work area. The contingency plan shall be approved by ECS and the owner.
- D. Additional air filtration devices shall be provided inside the work area.
- E. The pressure differential is maintained at all times after preparation is complete and until the final visual inspection and air tests confirm the area is clean and acceptable for occupancy and the air monitor confirms verbally with written follow-up to discontinue the use of the negative pressure system.
- F. Air shall be exhausted outside the building and away from pedestrian traffic areas. Variations must be approved by ECS. Locations of negative air exhaust shall be approved by owner and ECS. Negative air machines shall be located at the farthest possible location from the clean air intake(s). Contractor shall install templates (5/8" fire rated plywood) for exhaust of negative air.
- G. The contractor shall check daily for leaks and log his checks in the bound log book. This includes checks internal to air-moving devices.
- H. There shall be a minimum of four air changes per hour in containment.
- I. The following formula shall be used to determine the approximate ventilation requirements for each work area using four air changes per hour (one air change every 15 minutes):

$$\text{Total air flow ft}^3/\text{min} = \frac{\text{Volume of work area (in ft}^3\text{)}}{15 \text{ min.}}$$

$$\text{Number of units needed} = \frac{\text{Total air flow (ft}^3/\text{min)}}{\text{Capacity of unit (ft}^3/\text{min)}}$$

## **SECTION 01526**

### **WORK AREA PREPARATION**

#### **1.01 GENERAL**

- A. Before work begins in an area, a decontamination unit must be in operation as outlined in Section 01563.
- B. Decontamination units shall be placed in areas designated by owner at the pre-bid conference.
- C. Install critical barriers.
- D. Temporary facilities shall be addressed as outlined in Section 01503.
- E. The contractor shall set up work areas and decontamination units as described. Variations must be approved by ECS. The decontamination units shall consist of a change room, shower room and equipment room as described in Section 01563.

#### **1.02 FLOORING MATERIALS, INTERIOR WATERPROOFING MASTIC**

- A. The contractor shall install and seal critical barriers consisting of two layers of 6-mil (minimum) polyethylene sheeting over doors, windows, and/or other openings in the work area. Entrances/exit from the work area shall have triple barriers of 6-mil (minimum) polyethylene sheeting so that work area is always closed off by one barrier when workers enter or exit.
- B. Place work areas under negative pressure using a HEPA filter exhaust unit. A minimum of four air changes per hour is required for this project. Filtered air must be exhausted outside of the building.

#### **1.03 EXTERIOR MATERIALS**

- A. The contractor shall install barrier tape around the area (at least 4' out) where abatement will occur.
- B. A one layer 6-mil polyethylene dropcloth shall be placed on the ground adjacent to the work area(s).

## **SECTION 01560**

### **WORKER PROTECTION**

#### **1.01 GENERAL**

- A. Provide worker protection as required by OSHA, state and local standards applicable to the work. Contractor is solely responsible for enforcing worker protection requirements at least equal to those specified in this Section.
- B. Each time the work area is entered the contractor shall require all persons to remove street clothes in the changing room of the personnel decontamination unit and put on new disposable coverall, new head cover, and a clean respirator. Proceed through shower room to equipment room and put on work boots.
- C. Workers shall not eat, drink, smoke, chew gum or chew tobacco in the work area, the equipment room, the load out area, or the clean room.
- D. Lighters and matches are not allowed in the work area, the equipment room, the load out area, or the clean room.

#### **1.02 WORKER TRAINING**

- A. Train workers in accordance with 29 CFR 1926 and North Carolina state regulations regarding the dangers inherent in handling asbestos, breathing asbestos dust, proper work procedures and personal and area protective measures.

#### **1.03 MEDICAL EXAMINATIONS**

- A. Provide medical examinations for workers. Examination shall as a minimum meet OSHA requirements as set forth in 29 CFR 1926.

#### **1.04 PROTECTIVE CLOTHING**

- A. Provide disposable full-body coveralls and disposable head covers, and require that they be worn by workers in the work area. Provide a sufficient number for required changes, for workers in the work area.
- B. Boots: Provide work boots with non-skid soles and, where required by OSHA, foot protection for workers.
- C. Gloves: Provide work gloves to workers and require that they be worn at the appropriate times. Do not remove gloves from work area. Dispose of work gloves as asbestos-contaminated waste at the completion of the project.

## **1.05 ADDITIONAL PROTECTIVE EQUIPMENT**

- A. Appropriate respirators, disposable coveralls, head covers and footwear covers shall be provided by the contractor for the owner, ECS, and other authorized representatives who may inspect the job site.

## **1.06 DECONTAMINATION PROCEDURES**

- A. Require that workers use the following decontamination procedure as a minimum requirement whenever leaving the work area:
  - 1. Remove disposable coveralls, disposable head covers, and disposable footwear covers or boots in the equipment room.
  - 2. Still wearing respirators, proceed to showers. Showering is mandatory. Care must be taken to follow reasonable procedures in removing the respirator to avoid asbestos fibers while showering. The following procedure is required as a minimum:
    - a. Thoroughly wet body including hair and face.
    - b. With respirator still in place thoroughly wash body, hair, respirator face piece, and exterior parts of the respirator.
    - c. Take a deep breath, hold it and/or exhale slowly, completely wet hair, face and respirator. While still holding breath, remove respirator and hold it away from face before starting to breathe.
    - d. Carefully wash face piece of respirator inside and out.
    - e. Shower completely with soap and water; rinse thoroughly.
    - f. Rinse shower room walls and floor prior to exit.
    - g. Proceed from shower to changing (clean) room and change into street clothes or new disposable work items.
    - h. After showering, each employee shall inspect, clean and repair his respirator as needed. The respirator shall be dried, placed in a suitable storage bag and properly stored.

## **SECTION 01562**

### **RESPIRATORY PROTECTION**

#### **1.01 DESCRIPTION OF WORK**

- A. Instruct and train each worker involved in asbestos abatement in proper respirator use and require that each worker always wear a respirator, properly fitted on the face, in the work area from the start of any operation that may cause airborne asbestos fibers until the work area is completely decontaminated. Use respiratory protection appropriate for the fiber level encountered in the workplace or as required for other toxic or oxygen-deficient situations encountered.

#### **1.02 GENERAL**

- A. Provide workers with personally issued and marked respiratory equipment approved by NIOSH and Mine Safety and Health Administration (MSHA) and suitable for the asbestos exposure level in the work areas according to OSHA Standard 29 CFR 1926.1101 and other possible contaminants employees might be exposed to during the project.
- B. Provide respiratory protection from the time the first operation involved in the project requires contact with asbestos-containing materials (including construction of decontamination units, construction of airtight barriers/barricades, and placing of plastic sheeting on walls) until acceptance of final air clearance test results by the air monitor.
- C. The minimum respiratory protection for the project during gross removal shall be a half face, negative pressure respirator.
- D. Respirator fit testing shall be performed as a minimum at the beginning of the project, at any change in respiratory protection equipment, and at any time during the project if requested by the employee or SAM. Fit testing is to be performed by one of the methods listed in the 29 CFR 1926.1101, Appendix C.
- E. Do not allow the use of single-use, disposable or quarter-face respirators for any purpose.

## **SECTION 01563**

### **DECONTAMINATION UNITS**

#### **1.01 DESCRIPTION OF WORK**

- A. Provide separate personnel and equipment/loadout decontamination facilities. Require that the personnel decontamination unit be the only means of ingress and egress for the work area. Require that materials exit the work area through the equipment/loadout decontamination unit. Contractor shall comply with 29 CFR 1926.1101, specifically paragraph (j) hygiene facilities and practices for employees. See Appendix B for plan view of personnel and equipment/loadout decontamination facilities.

#### **1.02 GENERAL**

##### **A. Personnel Decontamination Unit**

1. Provide a Personnel Decontamination Unit consisting of a serial arrangement of connected rooms or spaces, changing room, shower room, and equipment room. Each shall be separated by a minimum of three curtain doorways. Require all persons without exception to pass through this decontamination unit for entry into and exiting from the work area for any purpose. Do not allow parallel routes for entry or exit. Do not remove equipment or materials through Personnel Decontamination Unit.
2. Provide temporary lighting within decontamination units as necessary to reach an adequate lighting level.
3. Maintain floor of changing room dry and clean at all times. Do not allow the overflow water from the shower to escape the shower room.
4. Damp wipe all surfaces twice after each shift change with a disinfectant solution.
5. Provide hot and cold water, drainage and standard fixtures including an elevated shower head as necessary for a complete and operable shower. A water hose and bucket is not an acceptable shower.
6. Arrange water shut off and drain pump operation controls so that a single individual can shower without assistance from either inside or outside of the work area.
7. Pump shower waste water to drain. Provide and utilize, at all times, 20 micron and 5 micron waste water filters in line to drain. Change filters daily or more often if necessary.
8. If the decontamination area is located within an area containing friable asbestos on overhead ceilings, ducts, or piping provide the area with a minimum 3/8 inch



plywood "ceiling" with two layers of polyethylene sheeting covering the top of the "ceiling."

9. Visual Barrier: Where the decontamination area is immediately adjacent to and within view of occupied areas, provide a visual barrier of opaque plastic sheeting so that worker privacy is maintained and work procedures are not visible to building occupants. Where the area adjacent to the decontamination area is accessible to the public, construct a solid barrier on the public side of the sheeting to protect the sheeting. Construct barrier with wood or metal studs, maximum 16 inches on center, covered with minimum 3/8 inch plywood.

B. Equipment Decontamination Units:

1. Provide an equipment decontamination unit consisting of a serial arrangement of rooms, clean room, holding area, and washroom, each room separated by a minimum of three curtain doorways, for removal of equipment and material from work area. Do not allow personnel to enter or exit work area through equipment decontamination unit.
2. Washroom: Provide washroom for cleaning of bagged or drummed asbestos-containing waste materials passed from the work area.
3. Holding Area: Provide holding area as a drop location for sealed drums and bagged asbestos-containing materials passed from the washroom.
4. Clean Room: Provide clean room to isolate the holding area from the building exterior or occupied areas.
5. Equipment or Material: Obtain equipment or material from the work area through the equipment decontamination unit according to the following procedure:
  - a. When passing contaminated equipment, sealed plastic bags, drums or containers into the washroom, close doorways of the equipment decontamination unit, other than the doorway between the work area and the washroom. Keep all outside personnel clear of the equipment decontamination unit.
  - b. Once inside the washroom, wet-clean the bags and/or equipment.
  - c. When cleaning is complete, insert bagged material into a clean bag/drum during the pass between the washroom and holding area. Close all doorways except the doorway between the washroom and holding area.
  - d. Workers from the building exterior enter the clean room then the holding area to remove decontaminated equipment and/or containers for disposal. Require these workers to wear full protective clothing and respiratory protection as described in Section 01562.
  - e. Bagged material shall be placed in a buggy lined with two layers of 6-mil polyethylene sheeting (minimum). Once buggy is full, drape one layer of 6-

mil polyethylene sheeting over waste in preparation for transport. Waste may be transported via an approved elevator to the on site enclosed dumpster.

C. Decontamination Unit Contamination:

1. If the air quality in the decontamination unit exceeds 0.01 fibers per cubic centimeter, analyzed by PCM, or its integrity is diminished through use as determined by the air monitor, no employee shall use the unit until corrective steps are taken and approved by the air monitor.

## SECTION 01711

### PROJECT DECONTAMINATION

#### 1.01 GENERAL

- A. Carry out a first cleaning of the surfaces of the work area including plastic sheeting, tools, scaffolding and/or staging by use of damp-cleaning and mopping and/or a HEPA filter vacuum until there is no visible debris from removed materials or residue on plastic sheeting or other surfaces. Do not perform dry-dusting or dry-sweeping.
- B. Equipment shall be cleaned and contaminated materials removed before removing the first layer of polyethylene from the walls and floors.
- C. The contractor shall replace pre-filters and clean the inside and outside of the HEPA exhaust units.
- D. After polyethylene sheets have been removed from walls and floors, but are still remaining on the windows, doors and the critical components, the contractor shall clean the surfaces in the work area, including ducts, electrical conduits, steel beams, and the roof deck with amended water and/or HEPA-filtered vacuum.
- E. After cleaning the work area, the contractor shall allow the area to thoroughly dry and then wet-clean and/or HEPA vacuum surfaces in the work area again.
- F. At the completion of the cleaning operation, the contractor's supervisor shall perform a complete visual inspection of the work area to ensure that the work area is dust and fiber-free. If the supervisor believes he is ready for a final project decontamination inspection, he shall notify the air monitor.
- G. The air monitor shall contact the owner and advise the owner of the final project decontamination inspection requested by the contractor.
- H. Final project decontamination inspection includes the visual inspection and air monitoring clearance.
- I. Visual inspection for acceptance shall be performed after the areas are dry.
- J. The air monitor shall perform the final visual inspection and conduct the final air clearance. Any discrepancies found shall be documented in the form of a punch list.
- K. Final air sampling shall not commence until the visual inspection is completed and passed.
- L. If the air monitor finds that the work area has not been adequately decontaminated, cleaning and/or air monitoring shall be repeated at the contractor's expense, including additional air monitoring fees, until the work area is in compliance.

- M. After the work area is found to be in compliance, entrances and exits shall be unsealed and the plastic sheeting, tape and other trash and debris shall be disposed of in sealable plastic bags 6-mil (minimum) and disposed of as outlined in Section 02084.
- N. HEPA unit intakes and exhausts shall be wrapped with 6-mil (minimum) polyethylene before leaving the work area.
- O. After the air monitor has approved the final project decontamination and the contractor has completed the tear down for occupancy by others, the air monitor shall perform the project final inspection as outlined in the general conditions.
- P. Residual asbestos that may be present after removing critical barriers, that in the air monitor's judgment should have been cleaned during the pre-cleaning phase prior to installing critical barriers, shall be cleaned and cleared at the contractor's expense.
- Q. There shall be appropriate seals totally enclosing the inspection area to keep it separate from clean areas or other areas where abatement is or will be in progress. Once an area has been accepted and passed air tests, loss of the critical barrier integrity or escape of asbestos into an already clean area shall void previous acceptance and tests. Additional visual and final air clearance sampling shall be required at the contractor's expense.

## **SECTION 01714**

### **WORK AREA CLEARANCE**

#### **1.01 GENERAL**

- A. Notification and scheduling of the final inspection during the project is the responsibility of the contractor.

#### **1.02 FINAL CLEARANCE TESTING**

- A. After the second cleaning operation and after each area is completely dry, the following procedure test shall be performed:
  - 1. A final visual inspection shall be conducted by the air monitor. The inspection shall be conducted following the guidelines set forth in the American Society for Testing and Materials, Standard Practices for Visual Inspection of Asbestos Abatement Projects, Designation: E1368.90. For some work areas, if the work area is found visibly clean, air samples will be collected by the air monitor.
  - 2. During the air testing, the accredited air monitor shall cause disruptive air currents as described in the EPA-AHERA regulations (40 CFR Part 763, Subpart E, Appendix A).
  - 3. Final clearance criteria shall be in accordance with AHMB Program Rules. Listed below are the clearance test methods for this project.
    - a. Final clearance samples within each work area (including non-friable abatement activities) shall be analyzed using PCM. The clearance criteria shall be less than 0.01 fibers per cubic centimeter for each sample collected.
  - 4. The air monitor shall immediately report the final air sampling clearance results to the abatement contractor and the owner.
  - 5. The use of the negative pressure system may be discontinued after the air monitor instructs the contractor that he has passed the final project decontamination inspection.

## **SECTION 02080**

### **ASBESTOS REMOVAL**

#### **1.01 GENERAL**

- A. Prior to starting asbestos removal, the contractor's equipment, work area and decontamination units will be inspected and approved by the air monitor.
- B. Loose asbestos material removed in the work area shall be adequately wet with a surfactant, bagged, sealed and labeled properly before personnel breaks or end of shift. The surfactant to be utilized with asbestos-containing materials identified as "amosite", shall be a 50/50 mixture of polyoxyethylene ether and polyoxyethylene ester, mixed in a proportion of one (1) fluid ounce to five (5) gallons of water or as specified by the manufacturer. The surfactant to be utilized with asbestos-containing materials identified as "chrysotile", "crocidolite", or types other than amosite, shall consist of soapy water mixed in a proportion of two (2) fluid ounces of liquid soap to five (5) gallons of water. An asbestos removal encapsulant may be utilized as a substitute for surfactant use to control airborne fibers.
- C. Plastic sheeting, tape, cleaning material, clothing and other disposable material or items used in the work area shall be packed into sealable plastic bags (6-mil minimum) and treated as contaminated material.
- D. Material shall be double-bagged in 6-mil (minimum) polyethylene bags.
- E. Excess water (except shower water) shall be combined with removed material or other absorptive material and properly disposed of as per EPA regulations. Contractor shall not place water in storm drains, onto lawns, or into ditches, creeks, streams, rivers or oceans.
- F. The abatement contractor shall provide power, electrical cords, GFI's, etc. for the air monitor.
- G. Work areas will be cleared visually and with PCM samples.

#### **1.02 SCHEDULE**

- A. The start date for abatement is to be determined.

### 1.03 SCOPE OF WORK

The ACM to be removed includes the ACM identified in the asbestos survey report. Please refer to the report and its attached plan for approximate locations of ACM. The approximate quantities of ACM to be removed includes:

- **9"x9" Floor Tile and Mastic** – There are at least four different types (beige, dark beige, black, tan/grey) located throughout the building. There is approximately 9,200 square feet of the material. The majority of the tile is located under a layer of non-asbestos 12"x12" floor tile, with approximately 7,200 square feet located under carpeting as well. There are two layers of 9"x9" floor tile and mastic located in the rear hallway of the first floor, located under a layer of non-asbestos 12"x12" floor tile and mastic and a layer of non-asbestos vinyl flooring (approximately 150 square feet).
- **12"x12" Tan Floor Tile and Mastic** – The tile is located under carpeting (and above a layer of asbestos containing 9"x9" floor tile and mastic) in one office on the first floor (approximately 192 square feet).
- **Waterproofing Mastic** – The material was observed behind plaster walls and coated on the back side of the brick façade. Approximately 50 square feet of the material was observed, but due to the inaccessibility of the material and inconsistency of the application, ECS estimates that there could be up to 500 to 750 square feet of the material.
- **12"x12" White/Grey Streak Floor Tile Mastic** – The material was located on the staircase between the first and second floors. There was approximately 4 square feet of the material. Please note that the floor tile was not asbestos-containing, only the mastic.
- **12"x12" Peach/Grey Floor Tile Mastic** - The material was located in the kitchen on the first floor. There was approximately 130 square feet of the material. Please note that the floor tile was not asbestos-containing, only the mastic.
- **Black Leveling Compound Mastic** - The material was located under carpeting and above a layer of asbestos-containing 9"x9" floor tile and mastic, throughout several offices on the second floor. There was approximately 600 square feet of the material. Please note that the leveling was not asbestos-containing, only the mastic.
- **Chimney Mastic** – The mastic is located at the roof level, around the chimney on the rear side of the building. There was approximately 20 linear feet of the mastic.
- **Exterior Building and Panel Caulking** – The caulking is located around doors, windows and panels at the front side of the building. There was approximately 400 linear feet of caulking.
- **Exterior Wall Mastic** – The mastic material is located on the front side of the building. There was approximately 20 square feet of the material exposed, but it is

assumed that there was an additional 20 to 40 square feet located under wall panels.

#### **1.04 ASBESTOS REMOVAL**

**A. Floor tile and mastic, leveling compound and mastic, interior waterproofing mastic:**

1. Establish control areas as outlined within Section 10-01526 and 10-01563 of this specification. The entire building shall be placed under one containment.
2. While under containment, perform minor demolition of exterior walls to expose interior waterproofing mastic, adhered to the rear side of the brick façade.
3. Remove carpeting from areas, and it shall be disposed of as ACM if floor tile or leveling compound is attached during removal.
4. Remove floor tile and leveling compound materials identified above as ACM. Even if the tile did not contain asbestos, it is contaminated from the attached asbestos mastic.
5. When removing asbestos-containing mastic from the floor surface, the Contractor shall use a product that meets the following criteria:
  - a. The product shall not create a hazardous waste as a byproduct.
  - b. The product shall be "low to no odor."
  - c. The product shall not contain any carcinogenic or chlorinated hydrocarbons.
6. Wet scrape waterproofing mastic from brick surfaces. Brick may also be removed and disposed of as ACM if it does not breach containment.
7. Place waste material into properly labeled 6 mil polyethylene bags and seal with duct tape. Seal clean bag within a clean contaminant bag.
8. When the Contractor is collecting the asbestos solution, the Contractor shall add cat litter, oil-sorb or equivalent so that no free standing liquid will be left in the asbestos bag.
9. The work area will be cleared with PCM sampling.

**B. Exterior materials – chimney mastic, building caulk, panel caulk, wall mastic:**

1. Install critical barrier consisting of caution tape around perimeter of area of work.
2. Place one layer of poly on ground below to catch debris.
3. Remove mastic and caulking materials in their entirety.



4. Work areas will be cleared visually.

## SECTION 02084

### DISPOSAL OF ASBESTOS-CONTAINING WASTE MATERIAL

#### 1.01 GENERAL

- A. Asbestos materials and miscellaneous contaminated debris shall be properly sealed and protected, and the loadout vehicle/dumpster shall be locked, while located on the facility site and then transported to a pre-designated disposal site in accordance with 40 CFR 61.150 and DOT 49 CFR Parts 100-399. Location of the loadout vehicle/dumpster shall be prearranged by the owner and ECS.
- B. An enclosed vehicle will be used to haul waste material to the disposal site. No rental vehicles or trailers shall be used. Vehicle selection, vehicle covers and work practices shall assure that no asbestos becomes airborne during the loading, transport and unloading activity, and that material is placed in the waste site without breaking any seals.
- C. Waste disposal polyethylene bags (6-mil minimum) and containers, non-porous (steel/plastic) drums or equivalent, with labels, appropriate for storing asbestos waste during transportation to the disposal site shall be used. In addition to the OSHA labeling requirements, containers shall be labeled with the name of the waste generator and the location at which the waste was generated.
- D. The contractor shall transport the containers and bags of waste material to the approved waste disposal site. The sealed plastic bags shall be placed into the burial site unless the bags have been broken or damaged. Upon the landfill's approval damaged bags shall be left in the non-porous containers and the entire contaminated package shall be buried. Uncontaminated containers may be reused.
- E. Workers loading and unloading the asbestos will wear respirators and disposable clothing when handling material. Asbestos warning signs shall be posted during loading and unloading of asbestos waste.
- F. The contractor shall use the HHCU's Waste Shipment Record for disposal records as per 40 CFR 61.150 and distribute a copy of all waste shipment records to ECS and HHCU after the completion of the project.

## APPENDIX A

### PRE-WORK ASBESTOS INSPECTION CHECKLIST

Name of Facility: \_\_\_\_\_

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

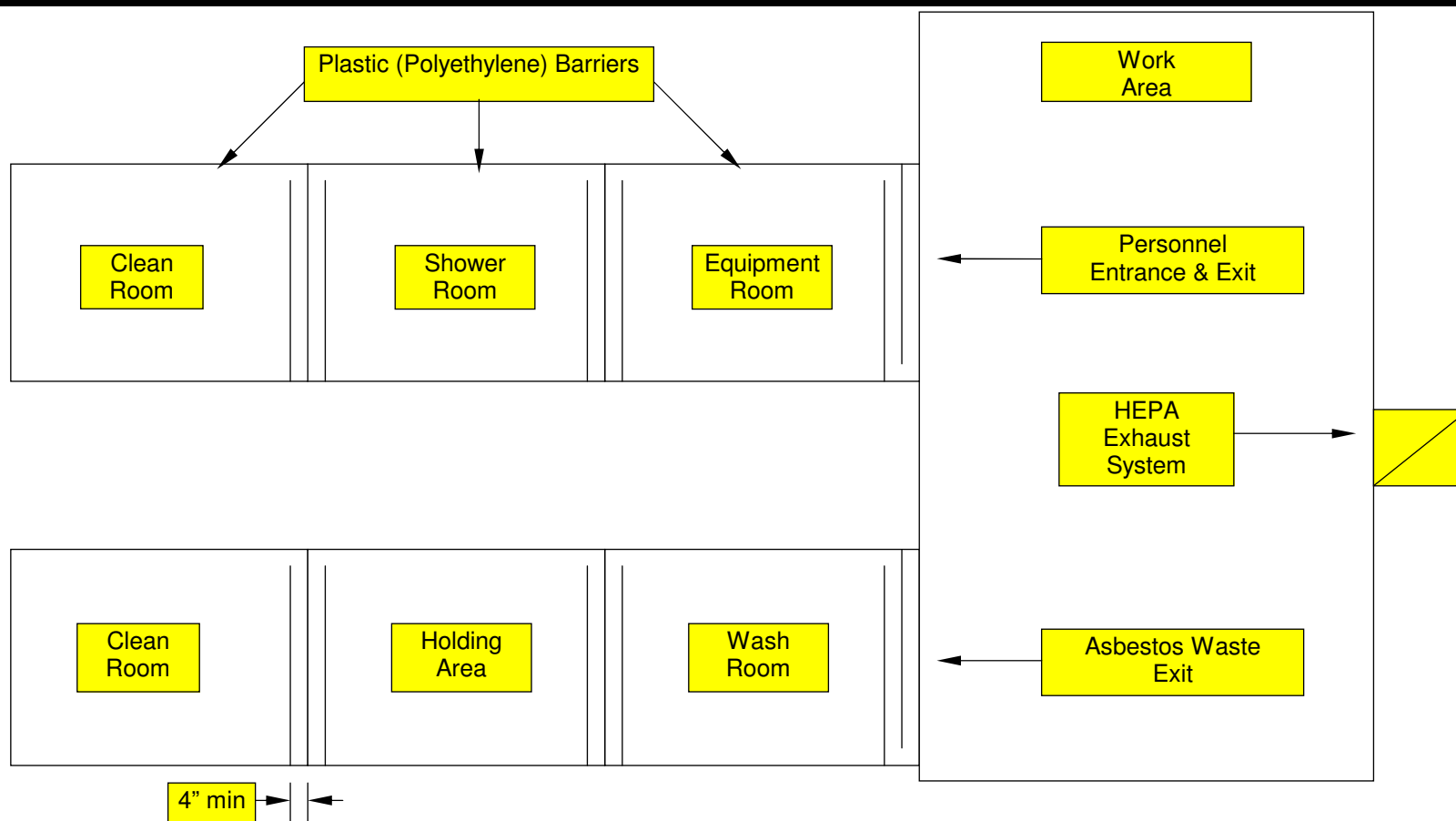
Project ID Number: \_\_\_\_\_

Date of Inspection: \_\_\_\_\_ Pass: \_\_\_\_\_ Fail: \_\_\_\_\_

A.	DOCUMENTS	YES	NO
1)	Asbestos Removal Permit/NESHAP Notification	_____	_____
2)	Accreditation Documents for Workers & Supervisors	_____	_____
3)	Asbestos Plans and Specifications	_____	_____
4)	Air Monitoring Data	_____	_____
5)	Waste Shipment Records	_____	_____
6)	Sign-in Sheets and Bound Book for Comments	_____	_____
7)	Calibration Record for Grade "D" Air	_____	_____
8)	Items listed in Section 01043 of Specification	_____	_____
B.	PPE SUPPLIES		
1)	Tyvek Clothing	_____	_____
2)	Rubber Boots	_____	_____
3)	Respirators with HEPA Filters	_____	_____
C.	CLEAN ROOM		
1)	Entry Curtains	_____	_____
2)	Emergency Phone Numbers Posted	_____	_____
3)	First Aid Kit	_____	_____
4)	Asbestos Signs	_____	_____
5)	Decontamination Procedures Posted	_____	_____
6)	Fire Extinguisher	_____	_____
D.	SHOWER ROOM		
1)	Polyethylene Curtains	_____	_____
2)	Hot/Cold Water & Operational	_____	_____
3)	Soap & Towels	_____	_____
4)	Waste Water Filter Pump Operational	_____	_____
5)	Extra Five Micron Size Filters	_____	_____
6)	Filtered Waste Water to Sanitary Sewer	_____	_____

E. <b>WORK AREA</b>	<b>YES</b>	<b>NO</b>
1)     Removable Items Out of Area	_____	_____
2)     Non-removable Items Protected	_____	_____
3)     Critical Barriers Installed	_____	_____
4)     Polyethylene Curtains	_____	_____
5)     Polyethylene on Walls/Floors as Specified	_____	_____
6)     HVAC Off	_____	_____
7)     Air Filtration Devices in Place and Operational	_____	_____
8)     Air Exhausted to Outside	_____	_____
9)     Electricity Locked and Tagged Out	_____	_____
10)    Temporary Power Installed with GFCI	_____	_____
11)    Fire Extinguishers	_____	_____
12)    Emergency and Fire Exits Marked	_____	_____
13)    Audible Alarms Operational	_____	_____
14)    Toilet Available	_____	_____
F. <b>EQUIPMENT</b>		
1)     Safety Equipment	_____	_____
2)     HEPA Vacuums	_____	_____
3)     Waste Disposal Bags	_____	_____
4)     Airless Sprayer with Water Source	_____	_____
5)     Cleaning Equipment	_____	_____
6)     Glove Bags	_____	_____
7)     Emergency Power Generator (if required)	_____	_____
8)     Temporary Lighting	_____	_____
G. <b>OTHER</b>		
1)     _____	_____	_____
2)     _____	_____	_____
3)     _____	_____	_____
4)     _____	_____	_____

<i>Asbestos Design Consultant</i>	<i>Date</i>
<i>Asbestos Contractor's Representative</i>	<i>Date</i>



### Decontamination Area Arrangement - Plan View

Drawn By:  
GAD

Date:  
1/2/96

NC Department of Administration  
State Construction Office  
Raleigh, NC 27601

**PROPOSAL**

**TO CUMBERLAND COUNTY  
NORTH CAROLINA**

The undersigned hereby signifies that it is \_\_\_\_\_

(his or her)

intention and purpose to enter into a contract to furnish labor, materials, equipment, apparatus, etc., as required and to do all the work necessary for

**DEMOLITION OF LEGAL AID BUILDING AT 155 GILLESPIE STREET**

as described in the specifications and shown on the plans in accordance with the terms of the Advertisement, Instructions to Bidders, the foregoing Specifications, and the following form of Contract, and this Proposal and the Plans; and pursuant with the requirements of the Advertisement and Instructions to bidders which are as follows:

THAT: The undersigned carefully examined the Instructions To Bidders and the Specifications and the Plans and this form of Proposal and the Contract and Fully understands them.

THAT: The undersigned carefully examined the site or sites of the project or projects and is familiar with the conditions under which the work , or any part of it, is to be done and the conditions which must be fulfilled in furnishing and/or erection or construction of any or all items of the project, and the furnishing only of any materials, equipment, or apparatus specified in connection therewith.

THAT: The undersigned will provide all necessary tools, machinery apparatus, and all means necessary to complete such Contract as may be entered into, and in the manner prescribed in the Contract and Specifications and according to the Plans and requirements under the of the Engineer, in the first class manner.

THAT: The right of Cumberland County and the recommendations of the Engineer are not to be questioned in the award of the Contract.

THAT: It is the intention of Cumberland County, North Carolina, subject to the conditions set forth, to award contracts for the project on the basis of bids received at this letting and in such manner as they may decide as being in the best interests of the County.

THAT: The County reserves the right to reject any or all proposals.

THAT: A proposal made by a corporation must be signed by its proper officers in a legal manner

and its official address stated herein.

THAT: A proposal made by a firm shall be signed with the name of each member of said firm and the firm name added, with the official address of said firm.

THAT: The undersigned will complete such contract as is hereby proposed to enter into within the time stated in the notice to proceed and stipulated in the Contract.

THAT: The Bidder acknowledges receipt of any Addendum(s):

THAT: The Contractor agrees to furnish all materials, labor and equipment and to install complete in place the work in accordance with the Plans and Specifications for the lump sum of:

**BASE BID**

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

**Addendum Acknowledgment (if applicable)**

Addendum received and used in computing bid:

Addendum No. 1      Date Received: \_\_\_\_\_      Initials: \_\_\_\_\_

Submitted, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Contractor

By: \_\_\_\_\_  
(Signature of Person, Firm or Corporation making Bid)

(Seal - If Bid is by a Corporation)      Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Address: \_\_\_\_\_

License No. \_\_\_\_\_

Phone: \_\_\_\_\_

### INSTRUCTIONS ON PROPER SIGNING

NOTE: If Contractor is an individual, sign on first line only, and designate trade name below first line, thus:

\_\_\_\_\_John Jones\_\_\_\_\_(Seal)  
Trading as Jones Paving Company

If Contractor is a partnership, sign partnership name on first line; have at least one general(not limited) partner sign on second line, and put his designation as partner on third line, thus:

\_\_\_\_\_JONES PAVING COMPANY\_\_\_\_\_(Seal)

By: \_\_\_\_\_John Jones\_\_\_\_\_(Seal)

Title: \_\_\_\_\_General Partner

If Contractor is a corporation, sign corporate name on first line (exactly as such name appears on the corporate seal); have the President or Vice-President sign on second line, put his title on third line, have the Secretary or Assistant Secretary sign on the left "ATTEST" line (adding the word "Assistant before the word "Secretary", if the Assistant Secretary is signing), and imprint corporate seal above the word "Attest", thus:

\_\_\_\_\_JONES PAVING COMPANY, INC\_\_\_\_\_(Seal)

(Corporate Seal)

\_\_\_\_\_John Jones\_\_\_\_\_(Seal)

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

ATTEST: \_\_\_\_\_Thomas Jones



## CONTRACT

THIS CONTRACT, made the \_\_\_\_\_ day of \_\_\_\_\_, 2013 by \_\_\_\_\_ hereinafter called the Contractor, and Cumberland County, North Carolina, acting through its Board of Commissioners hereinafter called the Board.

### WITNESSETH:

THAT WHEREAS, a contract for **Demolition of Legal Aid Building at 155 Gillespie Street** has recently been awarded to Contractor by the Board, at and for a sum of:

(\$ \_\_\_\_\_) as shown in the Proposal attached hereto:

AND WHEREAS, it is provided in said award that a formal contract would be executed by and between Contractor and the Board, evidencing the terms of said award, and that Contractor would commence the work to be performed under this agreement on a date to be specified in a written Notice to Proceed by the Board, and would fully complete all work thereunder within **60 calendar days** from said date.

NOW, THEREFORE, Contractor doth hereby covenant and agree with the Board that it will well and faithfully perform and execute such work and furnish such labor, materials, equipment, apparatus, and supplies, in accordance with each and every one of the conditions, covenants, stipulations, terms, and provisions contained in said Specifications and in accordance with the Plans, at and for a sum named therefore in the Proposal attached hereto, and will well and faithfully comply with and perform each and every obligation imposed upon it by said Plans and Specifications and the terms of said award.

Contractor shall promptly make payments to all persons supplying materials in the prosecution of the work, and to all laborers and others employed thereon.

Contractor shall be responsible for all damages to the property of Cumberland County and other utilities that may be consequent upon the normal procedure of its work or that may be caused by or result from the negligence of the Contractor, its employees or agents, during the progress of or connected with the prosecution of the work, whether within the limits of the work or elsewhere. Contractor must restore all property so injured to a condition as good as it was when Contractor entered upon the work.

Contractor shall furthermore be responsible for and required to make good at its expense any and all damages of whatever nature to persons or property, arising during the period of the Contract, caused by carelessness, neglect, or want of due precaution on the part of the Contractor, its agents, employees or workmen. Contractor shall also indemnify and save harmless the Board and the County of Cumberland, North Carolina, and the officers and agents thereof from all claims, suits, and proceedings of every name and description which may be brought against the Board or Cumberland County, North Carolina, or the officers and agents thereof, for or on account of any injuries or damages to persons or property received or sustained by any person or persons, firm or corporation, or by or in consequence of any materials used

in said work or by or on account of any improper material or workmanship in its construction, or by or on account of any accident, or any other act or omission of Contractor, its agents, employees, servants, or workmen.

It is agreed and understood that the Advertisement for Bids, Instructions To Bidders, the General Conditions, the Specifications, the accepted Proposal, and the enumerated addenda and drawings are parts and parcels of this Contract, to the same extent as if incorporated herein in full.

It is further mutually agreed that, if at any time after the execution of this agreement and the surety bond hereto attached for its faithful performance, the Board shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the work, Contractor shall at its expense, within five days after the receipt of notice from the Board so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the Board. In such event no further payment to Contractor shall be deemed to be due under this agreement until new or additional security for the performance of the work shall be furnished in manner and form satisfactory to the Board.

And the Board doth hereby covenant and agree with Contractor that it will pay to Contractor, when due and payable under the terms of said Specifications and said award, the above mentioned sum, and that it will well and faithfully comply with and perform each and every obligation imposed upon it by said Specifications and the terms of said award.

Whenever used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders as the context may require.

IN TESTIMONY WHEREOF, Contractor and the Board have duly signed and sealed this Contract.

(Imprint corporate seal below this line) \_\_\_\_\_(SEAL)

By: \_\_\_\_\_(SEAL)

Title:

ATTEST:

\_\_\_\_\_

BOARD OF COMMISSIONERS  
CUMBERLAND COUNTY, NC

By: \_\_\_\_\_  
Jimmy Keefe, Chairman

ATTEST:

\_\_\_\_\_

Candice White, Clerk to the Board

This instrument has been Pre-audited in the manner  
required by the local Government Budget and  
Fiscal Control Act.

\_\_\_\_\_

County Finance Office

Approved for Legal Sufficiency  
COUNTY ATTORNEY'S OFFICE

\_\_\_\_\_  
( ) Renewable ( ) Nonrenewable

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

## INSTRUCTIONS ON PROPER SIGNING

NOTE: If Contractor is an individual, sign on first line only, and designate trade name below first line, thus:

\_\_\_\_\_John Jones\_\_\_\_\_(Seal)  
Trading as Jones Paving Company

If Contractor is a partnership, sign partnership name on first line; have at least one general(not limited) partner sign on second line, and put his designation as partner on third line, thus:

\_\_\_\_\_JONES PAVING COMPANY\_\_\_\_\_(Seal)  
  
By: \_\_\_\_\_John Jones\_\_\_\_\_(Seal)  
  
Title: \_\_\_\_\_General Partner

If Contractor is a corporation, sign corporate name on first line (exactly as such name appears on the corporate seal); have the President or Vice-President sign on second line, put his title on third line, have the Secretary or Assistant Secretary sign on the left "ATTEST" line (adding the word "Assistant before the word "Secretary", if the Assistant Secretary is signing), and imprint corporate seal above the word "Attest", thus:

\_\_\_\_\_JONES PAVING COMPANY, INC\_\_\_\_\_.(Seal)  
  
(Seal) \_\_\_\_\_John Jones\_\_\_\_\_(Seal)  
  
Title: \_\_\_\_\_President

ATTEST:

\_\_\_\_\_Thomas Jones  
Assistant Secretary

PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS:** that

---

(Name of Contractor)

---

(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal,

and \_\_\_\_\_

(Name of Surety)

hereinafter called Surety, are held and firmly bound unto

---

**COUNTY OF CUMBERLAND**

(Name of Owner)

---

**P.O. BOX 1829, FAYETTEVILLE, NORTH CAROLINA 28302**

(Address of Owner)

hereinafter called Owner, in the penal sum of \_\_\_\_\_ Dollars, ( \$ \_\_\_\_\_ ) in lawful money of the United States, for the Payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_ day of \_\_\_\_\_, 2013, a copy of which is hereto attached and made a part hereof for the construction of:

**NOW, THEREFORE**, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

**PROVIDED, FURTHER**, that the said Surety, for value received hereby stipulates and agrees that no

change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

**PROVIDED, FURTHER**, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

**IN WITNESS WHEREOF**, this instrument is executed in \_\_\_\_\_  
(number)  
counterparts, each one of which shall be deemed an original, this the \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Principal

**ATTEST:**

(Principal) Secretary

By: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
(Address)

Witness as to Principal

(Address)

\_\_\_\_\_  
Surety

**ATTEST:**

By: \_\_\_\_\_  
Attorney-in-fact

\_\_\_\_\_  
(Surety) Secretary

\_\_\_\_\_  
(Address)

(SEAL)

Witness as to Surety

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

(Attach Power of Attorney as required)

## PAYMENT BOND

**KNOW ALL MEN BY THESE PRESENTS:** that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal,

and \_\_\_\_\_  
(Name of Surety)

hereinafter called Surety, are held and firmly bound unto

**COUNTY OF CUMBERLAND**

\_\_\_\_\_  
(Name of Owner)

**P.O. BOX 1829, FAYETTEVILLE, NORTH CAROLINA 28302**

\_\_\_\_\_  
(Address of Owner)

hereinafter called Owner, in the penal sum of \_\_\_\_\_ Dollars,  
( \$ \_\_\_\_\_ ) in lawful money of the United States, for the Payment of which sum well  
and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these  
presents.

**THE CONDITION OF THIS OBLIGATION** is such that whereas, the Principal entered into a certain  
contract with the Owner, dated the \_\_\_\_ day of \_\_\_\_\_, 2013, a copy of which is hereto  
attached and made a part hereof for the construction of:

**NOW, THEREFORE**, if the Principal shall promptly make payment to all persons, firms,  
subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the  
work provided for in such contract, and any authorized extension or modification thereof, including all  
amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and  
tools, consumed or used in connection with the construction of such work, and all insurance premiums on  
said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this  
obligation shall be void; otherwise to remain in full force and effect.

**PROVIDED, FURTHER**, that the said Surety, for value received hereby stipulates and agrees that no

change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or the specifications.

**PROVIDED, FURTHER**, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

**IN WITNESS WHEREOF**, this instrument is executed in \_\_\_\_\_  
(number)  
counterparts, each one of which shall be deemed an original, this the \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Principal

ATTEST:

(Principal) Secretary

By:

(SEAL)

\_\_\_\_\_  
(Address)

Witness as to Principal

(Address)

\_\_\_\_\_  
Surety

ATTEST:

By:

Attorney-in-fact

\_\_\_\_\_  
(Surety) Secretary

(Address)

(SEAL)

\_\_\_\_\_  
Witness as to Surety

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

(Attach Power of Attorney on back as required)



## NOTICE TO PROCEED

TO: \_\_\_\_\_

DATE: \_\_\_\_\_

PROJECT Description:

**Demolition of Legal Aid Building at 155 Gillespie Street**

You are hereby notified to commence work in accordance with the Agreement dated \_\_\_\_\_, on  
or before \_\_\_\_\_, and you are to complete the WORK within **60** calendar days thereafter.

The date of completion of all WORK is therefore \_\_\_\_\_.

\_\_\_\_\_  
COUNTY OF CUMBERLAND

Owner

BY: \_\_\_\_\_  
Jeffery P. Brown, PE

TITLE: \_\_\_\_\_  
Engineering & Infrastructure Director

### ACCEPTANCE OF NOTICE

Receipt of this NOTICE TO PROCEED is hereby acknowledged.

\_\_\_\_\_  
Contractor

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

STATE OF NORTH CAROLINA

**AFFIDAVIT**

COUNTY OF CUMBERLAND

\*\*\*\*\*

I, \_\_\_\_\_ (the individual attesting below), being duly authorized by and on behalf of  
\_\_\_\_\_ (the entity bidding on project hereinafter "Employer") after first being  
duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that **Employers doing business in North Carolina who employ 25 or more employees in this state Must Use E-Verify.** Each employer (that employs 25 or more employees in this state), after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer understands that they must remain compliant with E-Verify. By signing this Affidavit, you are agreeing that contractor is and will remain complaint with E-Verify requirements during the term of doing business with Cumberland County, if applicable.
4. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Check below: Yes or No)
  - a. YES \_\_\_\_\_, or
  - b. NO \_\_\_\_\_
5. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Signature of Affiant

Print or Type Name: \_\_\_\_\_

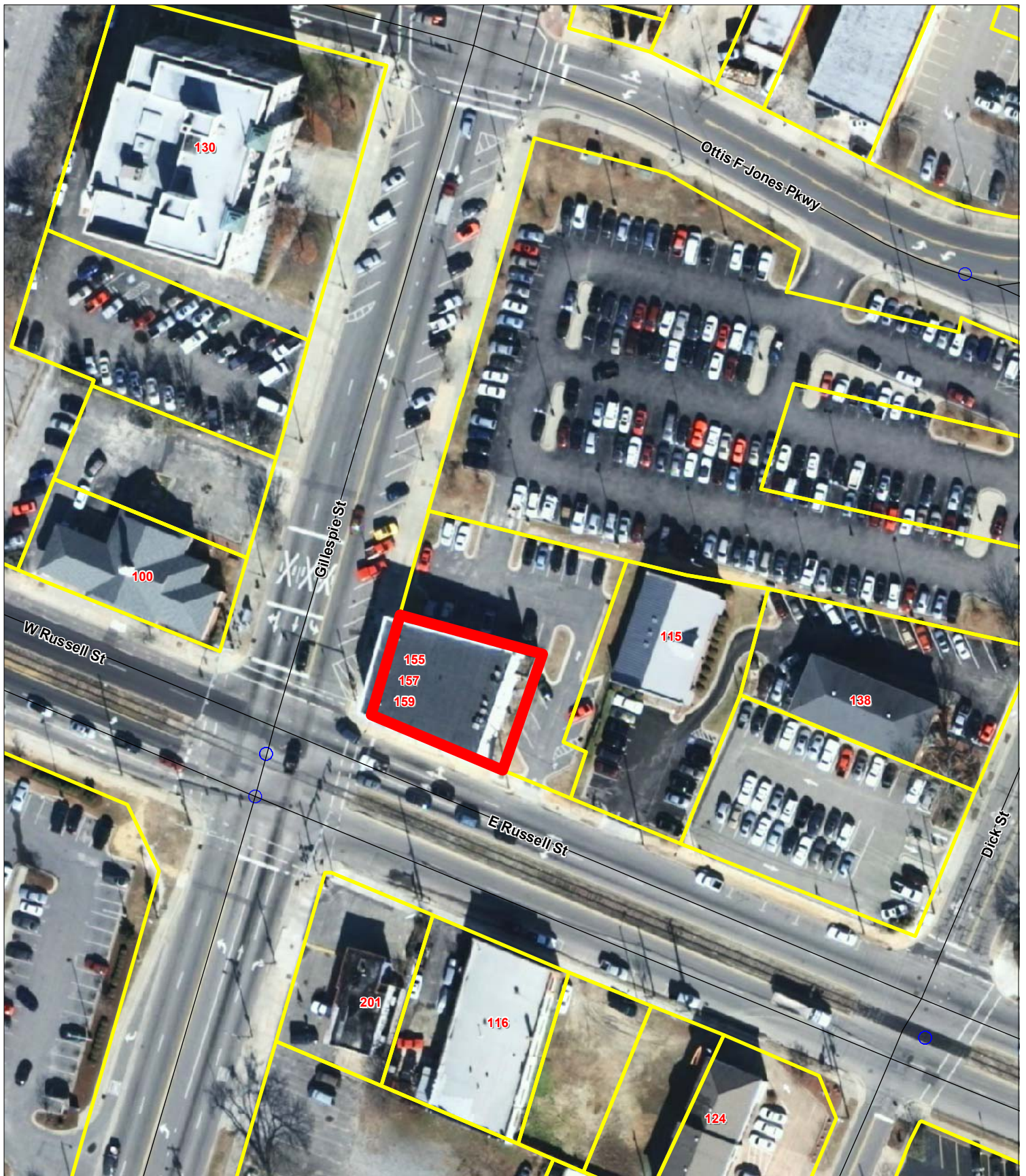
State of North Carolina County of \_\_\_\_\_

Signed and sworn to (or affirmed) before me, this the \_\_\_\_  
day of \_\_\_\_\_, 2013.

My Commission Expires:

\_\_\_\_\_  
Notary Public

(Affix Official/Notarial Seal)



Legal Aid Building