

**Request for Quotation
(Informal Bid)**

BID NO. 5-97648045

TITLE: Removal of Asbestos-Containing Materials at Union Elementary School Cafeteria and Gym Flooring

PROCUREMENT

LEAD: Jennifer West
UCPS Purchasing Department
facilitiesbids@ucps.k12.nc.us

BID/QUOTE SUBMITTAL

Bids will be received no later than: **June 10, 2025 by 2:00 PM**

Bid shall be submitted in the manner indicated below:

facilitiesbids@ucps.k12.nc.us

PREBID MEETING

Attendance is **mandatory**.

June 5, 2025 at 2:30 PM, 5320 White Store Rd, Wingate, NC 28174, in front of the school.

It is the sole responsibility of the Bidder, Contractor to familiarize themselves to all aspects of this project. Failure to meet this requirement will not justify a change order. All questions relating to this project will be received via email to the Procurement Lead no later than **June 6, 2025 by 2:00 PM**.

COMMUNICATION

During the bid process, all communication relating to this bid shall be directed to the Procurement Lead identified above. Failure to meet the requirement may consider your bid non-responsible.

All questions relating to this project shall be directed to the Procurement Lead identified above in the form of an email no later than **June 6, 2025 by 2:00 PM**. Answers will be provided to all bidders in the form of an addendum.

DESCRIPTION OF PROJECT:

Union County Public Schools seeks quotes/informal bids for the above referenced Project.

The Scope of Work is attached as Exhibit 1.

AWARD:

UCPS desires to promptly approve and sign a contract after a decision has been made to award. Company awarded the contract is expected to promptly sign the contract in the form attached hereto as Exhibit A. Any requested changes to this contract form should be provided with your response.

UCPS reserves the right to award this project in a method considered to be most advantageous. This includes the right to issue single award, multiple awards, or reject all bids. UCPS is not required to award a contract.

Company Name: _____

Bid No.: 5-97648045

COST PROPOSAL/EXECUTION OF PROPOSAL

Removal of Asbestos-Containing Materials at Union Elementary School Cafeteria and Gym Flooring

By submitting this proposal, the potential contractor certifies the proposal is signed by an authorized representative of the firm. The cost and availability of all equipment, materials, supplies, taxes, etc. associated with performing the services described herein have been determined and included in the proposed cost. All labor costs, direct and indirect (including sales tax), have been determined and included in the proposed cost. The offeror is aware of prevailing conditions associated with performing these services. The potential contractor has read and understands the conditions set forth in this bid and agrees to them with no exceptions.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within **60** days from the date of the opening, to furnish the subject services for a cost not to exceed:

BASE BID: \$ _____
ALLOWANCE FUNDS: \$ _____ 10% of base bid
ALL INCLUSIVE TOTAL \$ _____

ADDENDA ACKNOWLEDGEMENT

ADDENDUM 1: _____ ADDENDUM 2: _____ ADDENDUM 3: _____ ADDENDUM 4: _____

EXECUTION

OFFEROR: _____ FEDERAL ID NO. _____

LICENSE DESCRIPTION: _____ LICENSE NO. _____

ADDRESS: _____ CITY, STATE, ZIP _____

TELEPHONE NUMBER: _____ MOBILE: _____ EMAIL: _____

BY: _____ DATE: _____ TITLE: _____

(Signature)

(Typed or printed name)

DOCUMENT 00 43 13
BID SECURITY FORM

Date of Execution of
this bond

Name and Address of
Principle (Bidder)

Name and Address
of Surety

Name and Address of
Contracting Body

THE UNION COUNTY BOARD OF EDUCATION a body corporate of the
State of North Carolina,
201 Venus Street Monroe, NC 28112

Amount of Bond
Bid Amount
and Proposal Dated:

_____ for _____

KNOW ALL MEN BY THESE PRESENTS, that we the PRINCIPLE above named and SURETY above named who is duly licensed to act as SURETY in the State of North Carolina, are held and firmly bound unto THE UNION COUNTY BOARD OF EDUCATION, a body corporate of the State of North Carolina, as Obligee, in the penal sum of five percent (5%) of the amount bid in the bid and proposal described in lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such, that if the PRINCIPLE shall be awarded the contract for which the bid and proposal above described is submitted and shall execute the contract, give bond for the faithful performance of the contract, and give bond for the payment of all persons supplying labor and materials in the prosecution of the work provided for in said contract, within ten (10) days after the award of the same to the PRINCIPLE above named, then this obligation shall be null and void; but if the PRINCIPLE above named fails to so execute such contract and give performance bond and payment bond as required by Section 129 of Chapter 143 of the General Statutes of North Carolina, as amended, the Article 3 of Chapter 44-A of the General Statutes of North Carolina, as amended, the Surety shall upon demand, forthwith pay the Obligee the amount of this bond set forth above.

IN WITNESS WHEREOF, the Principle above named and the Surety above named have executed this instrument under their several seals on the date set forth above.

WITNESS:

Principle (Name of individual, and trade
Name, partnership, corporation, or joint
venture)

(Proprietorship or Partnership)

BY _____(Seal)

TITLE _____
(Owner, Partner, Office held in
corporation, joint venture)

(Corporate Seal)

ATTEST

BY _____
(Corporation)

TITLE _____
(Corporation Secretary or Assistant Secretary Only)

WITNESS:

Surety (Name of Surety Company)

BY _____

TITLE Attorney in Fact

(Corporate Seal of Surety)

(Address of Attorney in Fact)

COUNTERSIGNED:

N.C. Licensed Resident Agent

Identification of HUB Certified/ Minority Business Participation

I, _____
(Name of Bidder)

do hereby certify that on this project, we will use the following HUB Certified/ minority business as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #

Work Type

*Minority
Category

**HUB
Certified
(Y/N)

[illegible]

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**** HUB Certification with the state HUB Office required to be counted toward state participation goals.**

The total value of minority business contracting will be (\$)_____.

State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of _____

(Name of Bidder)

Affidavit of _____

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- ☐ **1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government-maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☐ **2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☐ **3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ **4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☐ **5 – (10 pts)** Attended Prebid meetings scheduled by the public owner.
- ☐ **6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ **7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ **8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ **9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☐ **10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

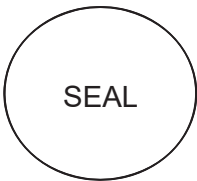
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer:

Signature:

Title:



Subscribed and sworn to before me this ____ day of _____ 20____

State of _____, County of _____

Notary Public
My commission expires

State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.

County of _____

Affidavit of _____

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____

_____contract.

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

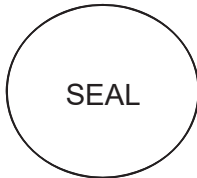
The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

State of

Signature: _____

Title: _____



_____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

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Note: Failure to answer all of the following questions may result in disqualification. If you have any questions, contact the person listed below under "Submitted to." The State agency/institution reserves the unqualified right to reject any or all proposals and to waive informalities. The State agency/institution has developed a plan to meet or exceed goals set by GS 143-128 for the participation of minority businesses in public construction contracts. Contractors are expected to be familiar with these initiatives and to comply with program requirements.

Due Date:

Date

Time

Submitted to:

Contact Name

Agency/Institution

Address

City

State

Zip Code

Project Title:

Project Description:

I. Minimum Requirements

A. Firm's Name and Principal Office serving this project:

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Name: _____

Phone: (____) ____ - _____ Extension: _____

Email: _____

B. Type of Company (*check one*): ☐ Corporation ☐ Individual ☐ Partnership
☐ Joint Venture ☐ Other (*please specify*): _____

C. Type of Work (*check one; file separately for each classification of work*):

☐ General Construction ☐ Mechanical ☐ Plumbing

☐ Electrical

☐ Other (*please specify*): _____

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D. License

North Carolina License Type (*check*): ☐ General Construction ☐ Mechanical
 ☐ Plumbing ☐ Electrical ☐ Other (*please specify*): _____

North Carolina License Number: _____

License Limitations or Level: _____

State/County/City Privilege License: _____
(attach copy)

E. Bonding

1. Attach letter, dated within the last 30 days, from your surety company or its agent licensed to do business in North Carolina, verifying your company's capability and capacity based on your current value of work for providing sufficient performance and payment bonds for this project. Surety company bond rating shall be rated "A" or better under the A.M. Best Rating system or The Federal Treasury List.

3. Have any funds been expended by a surety company on your behalf? ____ Yes ____ No
If yes, explain:

4. List all surety companies that have provided bonds for your company for the past five (5) years, explanation required if more than one company.

Date
Firm

<i>Date</i>	<i>Firm</i>
-------------	-------------

<i>Date</i>	<i>Firm</i>
-------------	-------------

F. Insurance

In order to pre-qualify, firms must indicate that they can provide evidence of insurance coverage as follows, should they subsequently be the successful bidder. Evidence of insurance in the required amounts can be provided.

1. Worker's Compensation insurance as required by law and Employer's Liability Insurance coverage with minimum limits of \$100,000.

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2. General liability insurance with minimum limits of \$500,000 per occurrence for bodily injury and \$100,000 per occurrence/\$300,000 aggregate for property damage.
3. Builder's risk at the full insurable value of the entire work site.

Can your provide evidence of the above insurance? : ____ Yes ____ No

II. General Requirements

A. Experience

1. Number of years in business as a contractor under the company name listed in I.A., above: _____ years. List any other names your firm operated under previously.

2. List date, State and type of incorporation, partnership, or proprietorship establishment:

<i>Date</i>	<i>State/Type (incorporation, partnership/proprietorship)</i>
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2. List names of the firm principals appropriate to the type of the firm:

Corporation – President: _____
Vice-President: _____
Secretary: _____
Treasurer: _____

Partnership – Partners: _____

Proprietorship – Owner: _____

Other – (List and explain): _____

4. Has your company ever performed construction work for the State of North Carolina and/or related public agencies and/or this specific agency/institution? ____ Yes ____ No

If yes, on a separate sheet list the name of the agency, project, dollar value, owner and architect names and contact phone numbers, scheduled completion and actual completion dates for all projects completed within the last five (5) years.

5. Has your organization been pre-qualified to bid on a State agency/institution project and failed to submit a bid? ____ Yes ____ No

If yes, on a separate sheet list name of project and reason you did not submit a bid.

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B. Size/Capacity

1. How many full-time permanent employees work for the company? : _____
2. If the company has more than one office location, how many full-time permanent employees work for the company at the location which will serve this project? _____
3. List the annual dollar value of construction work the company has performed for each year over the last 5 calendar years:
(1) _____ (2) _____ (3) _____ (4) _____ (5) _____

C. Office Locations

1. If your company has multiple office locations, indicate the location of the principal place of business: _____
(City/State/Country)
2. If your company has multiple office locations, indicate the location that will service this project: _____
(City/State/Country)
3. How many full-time permanent positions from your company will be located in North Carolina, and have payroll taxes paid in North Carolina? : _____
(# of positions)

D. Workload

1. How many projects do you currently have under contract or in progress and what is their total dollar value? : _____ projects totaling \$ _____
(# of projects) (total \$ value)
2. List the three biggest contracts currently under contract or in progress, including the name of the project, owner and architect names and phone numbers, contract dollar values, percentage complete and currently anticipated completion dates. (*attach additional sheets if needed*)

(1) Project: _____
Owner: _____ Phone: (____) ____ - _____
Architect: _____ Phone: (____) ____ - _____
\$ Contract: _____ % Complete _____ Completion Date: _____

(2) Project: _____
Owner: _____ Phone: (____) ____ - _____
Architect: _____ Phone: (____) ____ - _____
\$ Contract: _____ % Complete _____ Completion Date: _____

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(3) Project: _____
Owner: _____ Phone: (____) ____ - _____
Architect: _____ Phone: (____) ____ - _____
\$Contract: _____ % Complete _____ Completion Date: _____

E. Quality Control/Administration

1. Describe quality control procedures, including contractor inspection and approval processes, to be applied to this project. List the most recent project where these procedures were used, and provide owner and architect contact names and telephone numbers. *(attach additional sheet if needed)*

2. Describe management plans for processing Requests for Information (RFI's), shop drawings, submittals, value engineering, change orders, proposals, and requests for deviations. Identify key personnel assigned to these or other special issues. Describe your approach to dispute and claims resolution. *(attach additional sheets if needed)*

- F. Financials - Attach latest balance sheet and income statement if available, based on company type. Audited statements preferred. If not available, attach a copy of the latest annual renewal submission to the relevant licensing board. (Firm must submit financial data and may clearly indicate a request for confidentiality to avoid this item becoming part of a public record.) Indicate Dunn & Bradstreet (www.dnb.com) rating if one exists:

Rating

List any lines of credit, including the identification of the financial institution holding the credit line, contact name and phone number at the institution, current total line of credit, current balance available, and effective date of the stated balances (must be within the last 30 days). *(attach additional sheets if needed)*

Note: As provided by statute, the [name of agency/institution] will consider keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.

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G. Litigation/Claims.

If yes, *attach a separate sheet* listing the project(s), dollar value, contact information for owner and architect, date of completion, explain the nature of the claim/delay (item 2), and attach relevant documentation.

1. Has your company ever failed to complete work awarded to it? ☐ Yes ☐ No
2. Has your company ever failed to substantially complete a project in a timely manner (i.e. more than 20% beyond the originally contracted, scheduled completion date)?
 ☐ Yes ☐ No
3. Has your company filed any claims with the North Carolina Office of State Construction within the last five years? ☐ Yes ☐ No
4. Has your company been involved in any suits or arbitration proceedings within the last five years? ☐ Yes ☐ No
5. Are there currently any judgments, claims, arbitration proceedings or suits pending or outstanding against your company, its officers, owners, or agents? ☐ Yes ☐ No
6. Has your present company, its officers, owners, or agents ever been convicted of charges relating to conflicts of interest, bribery, or bid-rigging? ☐ Yes ☐ No
7. Has your present company, its officers, owners, or agents ever been barred from bidding public work in North Carolina? ☐ Yes ☐ No
If yes, explain: _____

H. Safety Record for the past three years:

1. List your company's Experience Modification Rate (EMR) _____
rate
2. List your company's Incidence Recordable Rate (IRR) _____
rate
3. List your company's Lost Day Case Rate (LDCR) _____
rate
4. If these rates reflect corporate performance over a number of locations, please explain, to the extent possible, the performance experience of the location serving this project. (*attach additional sheets if needed*)

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I. HUB Plan

1. Does the company currently have a documented plan for engaging subcontractor participation from Historically Underutilized Businesses? ☐ Yes ☐ No
2. What has been your company's typical percentage level of Historically Underutilized Business participation for similar projects in this locale? %

List an example project including name, percentage achieved and owner representative's name and telephone number. *(attach additional sheets if needed)*

III. Project-Specific Requirements

- A. Project-Specific References – *[General project references were requested in section II. A. 4., based on a "Yes" response, and II. D. 2.]* Please identify at least three (3) projects most closely reflecting the size and complexity of the type of work being requested for the currently proposed project. The similar projects should be completed within the last ten (10) years and at least one of which within the last five (5) years. If this information is already reflected in responses to earlier sections, please simply identify the relevant projects and detailed information. *(attach additional sheets if needed)*

(1) Project Name: _____
\$ Original Contract: _____ \$ Final Contract: _____
Scheduled Completion: ____/____/____ Actual Completion: ____/____/____
Narrative: *(describe the project and its similarity to the proposed project)*

Performance on this project: _____
Performance rating or letter of commendation (attached) from the owner: _____
Owner Contact Name: _____ Phone: (____) ____ - _____
Architect Contact Name: _____ Phone: (____) ____ - _____

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(2) Project Name: _____

\$ Original Contract: _____ \$ Final Contract: _____

Scheduled Completion: ____/____/____ Actual Completion: ____/____/____

Narrative: *(describe the project and its similarity to the proposed project)*

Performance on this project: _____

Performance rating or letter of commendation (attached) from the owner: _____

Owner Contact Name: _____ Phone: (____) ____ - _____

Architect Contact Name: _____ Phone: (____) ____ - _____

(3) Project Name: _____

\$ Original Contract: _____ \$ Final Contract: _____

Scheduled Completion: ____/____/____ Actual Completion: ____/____/____

Narrative: *(describe the project and its similarity to the proposed project)*

Performance on this project: _____

Performance rating or letter of commendation (attached) from the owner: _____

Owner Contact Name: _____ Phone: (____) ____ - _____

Architect Contact Name: _____ Phone: (____) ____ - _____

B. Staffing and Organizational Structure

1. Provide organizational structure reflecting authority, responsibility and proportion of time dedicated to this project for all key personnel and job descriptions. As attachments, include qualifications (resumes) of the project team key personnel to be assigned to this project. For each resume, include name, length of time employed with your company, proposed position, education and training, professional registrations/ licenses, and affiliations, company and project-specific employment history.

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2. Project-specific Staff Experience - Project-specific employment history is requested for key personnel for similar projects performed within the last five years. Information should include project size and description, time and budget performance, position held, authority and responsibilities, contributions made to project success, and include owner/architect contacts with phone numbers. Provide evidence that the key personnel have worked together successfully as a team.
3. Staff Availability - Are key personnel also proposed on any other projects for which bidding and contracting is pending? ☐ Yes ☐ No

If yes, describe general availability and qualifications of potential substitutes.

- C. *[This section reflects any further project-specific or unique project requirements, such as clean room, hospital/medical, prison, LEED certification, construction recycling, schedule constraints, etc. DO NOT REPEAT ABOVE QUESTIONS.]*

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IV. Signature

By signing this document, you are acknowledging that all answers are true to the best of your knowledge.

A. Dated this day of: "" _____

Submitted by:

Name of Contractor's Contact

Company Name (as licensed in NC)

Address

City

State

Zip Code

Phone:

() ____ - ____
Contact person's phone number

E-mail:

Contact person's e-mail address

Signature:

By Authorized Officer

Title of Authorized officer (typed)

B. NOTARY CERTIFICATION

North Carolina

County

I, a Notary Public of the County and State aforesaid, certify that _____, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official seal, this the _____ day of _____, 20__.

Official Seal or Stamp

Notary Public

My commission expires _____, 20__.

Exhibit 1

TABLE OF CONTENTS

TECHNICAL SPECIFICATIONS

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Appendices

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Emergency Contact List	Appendix B

SECTION 01000

SCOPE OF WORK

1.01 GENERAL

- A. The scope of work for this project shall consist of removal of the following asbestos-containing materials from Union Elementary School located at 5320 White Store Road in Wingate, North Carolina.

Material Description	General Location	Estimated Quantity *
Mastic associated with Non-Asbestos 12"x12" Pink with Dense Black Dots Floor Tile	Room 540 (Cafeteria)	650 ft ²
Mastic associated with Non-Asbestos 12"x12" Orange with Dense Black Dots Floor Tile	Room 540 (Cafeteria)	40 ft ²
Mastic associated with Non-Asbestos 12"x12" Grey Floor Tile	Room 540 (Cafeteria) and Room 520 (Gym)	32 ft ²
Mastic associated with Non-Asbestos 12"x12" Pink with Dense Black Dots Floor Tile	Room 520 (Gym)	2,500 ft ²

* Estimated Quantities are based on a cursory field evaluation and actual quantities may vary significantly, especially if asbestos-containing materials are present in hidden and/or inaccessible areas not evaluated as part of the inspection.

- B. The scope of work for this project shall also include the following:
1. Remove and dispose of the cove base within the work area. Scrape, remove, and dispose of loose cove base mastic on walls. Dispose of cove base and mastic as construction debris, provided it is removed prior to asbestos disturbance.
- C. Asbestos-containing materials shall be removed using non-friable removal techniques in accordance with Section 02080. Decontamination of work areas shall be in accordance with Section 01711. Contractor is not required to obtain an asbestos removal permit from the North Carolina Health Hazard Control Unit (HHCU) as described in Section 01092.
- D. Work area preparation shall be in accordance with Section 01526 and consist of the following:
1. Polyethylene sheeting requirements:
 - a. Floors: Not required.
 - b. Walls: Apply one layer of 6-mil (minimum) polyethylene sheeting as a splash guard. Joints shall be overlapped a minimum of 12 inches and

taped securely. Sheeting shall extend from the floor to a minimum height of three feet.

c. Ceilings: Not required.

d. Critical Barriers: Required.

E. Clearance air testing shall be by Phase Contrast Microscopy (PCM) in accordance with Section 01714.

F. Contractor shall comply with applicable federal, state, and local regulations including NESHAP and OSHA. See Section 01092.

G. Contractor is responsible for protection of workers in accordance with Section 01560 and Section 01562. Contractor shall comply with 29 CFR 1926.1101.

H. Waste disposal shall be in accordance with Section 02084.

I. Owner shall be responsible of contracting third party air monitoring services. Owner's third party Air Monitor will not be responsible for Contractor's OSHA compliance monitoring.

J. Contractor shall be responsible for inspecting the site prior to commencing work to confirm the scope of the work. Any quantities listed by the Designer in the plans, specifications, or inspection are done so as approximations. The calculation and verification of actual quantities of materials to be abated is the responsibility of the Contractor.

K. Anticipated Schedule (subject to change):

Pre-Bid: Thursday, June 5, 2025, at 2:30 p.m.

Questions Due: Friday, June 6, 2025, at 2:00 p.m.

Bids Due: Tuesday, June 10, 2025, at 2:00 p.m.

Project Start: Wednesday, June 18, 2025

Project Completion: Friday, June 27, 2025

* Note, weekend and afterhours work is not allowed.

L. Contractor shall follow manufacturer specifications for cleaning and neutralizing floors in areas where solvent was used to remove floor tile mastic. Neutralization may be completed before or after clearance samples are collected.

SECTION 01043

PROJECT COORDINATION

1.01 GENERAL

- A. The Contractor's company shall be a licensed General Contractor in the State of North Carolina. Each employee inside the asbestos work areas must be accredited by the State of North Carolina for asbestos removal.
- B. The Contractor shall be responsible for inspecting the site prior to commencing work to confirm the scope of the work. Any quantities listed by the Designer in the plans, specifications, or inspection are done so as approximations. The calculation and verification of actual quantities of materials to be abated is the responsibility of the Contractor.
- C. The Contractor shall furnish and is responsible for all costs including, but not limited to, permit fees, labor, materials, services, insurance, and equipment necessary to carry out the requirements of this contract in accordance with the plans and specifications, the EPA and OSHA regulations, and any applicable state and local government regulations.
- D. The Contractor/Employer has and assumes the responsibility of proceeding in such a manner that they offer their employees a workplace free of recognized hazards causing or likely to cause death or serious injury.
- 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 Designer and/or the Owner determine that the Contractor failed a final inspection. Notification and scheduling of the final inspection during the project is the responsibility of the Contractor. The Contractor will allow a minimum notice of 24 hours unless a different time frame is agreed upon by the Air Monitor and the Contractor.

1.02 PERSONNEL

- A. Supervisor
 - 1. All supervisors shall be accredited by the North Carolina Health Hazards Control Unit (NC HHCU).
 - 2. At least one supervisor on the project shall have a minimum of five years of experience in the administration and supervision of asbestos abatement projects including work practices, protective measures for building and personnel, disposal procedures, etc.
 - 3. The Contractor shall have at least one employee on the job site in either a foreman or supervisor's position that is bilingual in the appropriate languages when employing workers who do not speak fluent English.
- B. Worker
 - 1. All workers shall be accredited by the NC HHCU.

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 their employment. If at any time during the contracted work, any of the Contractor's employees are judged to exhibit behavior unfitting for the area or judged to be a nuisance by the Owner or Designer, 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 shall alcohol, tobacco, drugs, or any other type of controlled substances permitted on the property.
 - b. Under no circumstances shall firearms be permitted on the property.
 - c. All workers are restricted to the project site only.
 - d. All vehicles must be parked in areas prearranged with the Owner.
 - e. All 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.
 - f. The Contractor is responsible for disposal of all trash brought on the property by their employees, including drink cans, bottles, or other food containers and wrappers. Owner's dumpsters are not to be used by Contractor.
3. Failure to adhere to these rules could result in criminal prosecution and/or removal from the site.

1.03 POST-JOB SUBMITTALS

- A. Submit electronic copy of post-job submittals to the Designer following the final completion of the work. Requests for final payment will not be approved until the submittal package has been reviewed and approved by the Designer.
1. Daily Logs: A copy of all daily logs showing the following: name, date, entering and leaving time, company or agency represented, any new workers added to the job, reason for entry for all persons entering the work area, employee's daily air monitoring data as required by the OSHA standard, and written comments by inspectors, industrial hygienists, designers, and visitors.
 2. Manifest: North Carolina Asbestos Waste Shipment Record (DHHS 3787) receipt from landfill operator which 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. Safety Data Sheets: Provide SDS's for chemicals materials to be used during the project, including, but not limited to, solvents, cleaners, and encapsulants.

4. Affidavits: Contractor's affidavit of payment of debts and claims, affidavit of release of liens, and consent of surety company to final payment.
5. Special Reports: All documents generated under Section 01043.1.04.

1.04 SPECIAL REPORTS

- A. General: Except as otherwise indicated, submit special reports to Designer within one day of occurrence requiring special report, with copies to others affected by occurrence. Also keep a copy in the project log book.
- 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 the Designer 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 Designer in advance at earliest possible date.
- C. Reporting Accidents: Prepare and submit reports of significant accidents, at site and anywhere else work is in progress. Record and document date and actions; comply with industry standards for reporting accidents. For this purpose, a significant accident 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.

1.05 CONTINGENCY PLAN

- A. Contingency Plan: Prepare a contingency plan for emergencies including fire, accident, power failure, negative pressure system failure, supplied air system failure (if applicable), evacuation of injured persons for both life threatening and non-life threatening, or any other event that may require modification or abridgment of decontamination or work area isolation procedures. Include in plan specific procedures for decontamination or work area isolation. Note that nothing in this specification should impede safe exiting or providing of adequate medical attention in the event of an emergency. Keep these plans in the on-site office.
- B. Post outside/inside clean room of Personnel Decontamination Unit:
 1. Telephone numbers and locations of emergency services including (but not limited to) fire, ambulance, hospital, police, utility companies, and the NC HHCU.
 2. A copy of Safety Data Sheets (SDS) for any chemicals used during the asbestos project.
 3. The Contractor shall post asbestos signs in each appropriate language as per the OSHA 29 CFR 1926.1101 standard.

SECTION 01092
CODES AND REGULATIONS

1.01 REFERENCE SPECIFICATIONS

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

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

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

1. "Asbestos Hazards Emergency Response Act" (AHERA), 40 CFR Part 763, Appendix A, to Subpart E, Section III.
2. "National Emission Standards for Hazardous Air Pollutants" (NESHAP), 40 CFR Part 61, Subpart M (Asbestos).
3. "General Provisions," 40 CFR Part 61, Subpart A.

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. Occupational Safety and Health Standard for the Construction Industry Title 29 CFR Part 1926.
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 10A NCAC 41C .0600.
2. "North Carolina Occupational Safety and Health Standards for the Construction Industry," 29 CFR Part 1926 as adopted by T13 NCAC 07F .0201.

D. The following documents published by the American National Standards Institute:

1. "Fundamentals Governing the Design and Operation of Local Exhaust Systems," Z9.2-2018.
2. "American National Standard for Respiratory Protection - Respirator Use, Physical Qualifications for Personnel," Z88.6-2006.
3. " American National Standard Practices for Respiratory Protection," Z88.2-2015.

E. The following publication by the Environmental Information Association:

1. "Managing Asbestos in Buildings: A Guide for Owners and Managers" – A revision to the United States Environmental Protection Agency's 1985 Document "Guidance for Controlling Asbestos-Containing Materials in Buildings (EPA560.5-85-024)", known as the Purple Book".

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
Division of Public Health
N.C. Department of Health & Human Services

(Regular Mail)
1912 Mail Service Center
Raleigh, NC 27699-1912
Telephone: (919) 707-5950
Fax: (919) 870-4808

(UPS, Fed Ex, etc.)
2nd Floor, Room D-1
5505 Six Forks Road
Raleigh, NC 27609

2. 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. Worker and Supervisor accreditation cards must be kept on site at all times the Contractor is on the site.

SECTION 01410

AIR MONITORING

1.01 GENERAL

- A. Air monitoring services will be contracted by the Owner.
- B. Air monitoring will be performed by a North Carolina accredited Air Monitor under the direct supervision of a North Carolina accredited Supervising Air Monitor (SAM), except for sampling performed by the Contractor to satisfy OSHA requirements. SAM and Air Monitor shall be accredited per the Asbestos Hazard Management Program rules.

1.02 DESCRIPTION OF WORK

- A. At the job site, the Air Monitor shall observe, be aware of, and comment on general work site conditions and activities as they relate to the specifications and profession of industrial hygiene, and communicate these observations and comments to the Owner, Contractor and Designer on a regular basis. At any time during the course of the project any of the above discrepancies is observed, the Air Monitor shall contact Designer immediately.
- B. Copies of air monitoring field notes and reports of observations shall be kept in an on-site project logbook. Air sample results shall be available to the Owner, Contractor, and Designer within 24 hours after collection of samples.
- C. The Air Monitor is to generally conform to the Contractor's schedule and shall respond to necessary changes; provided an advance notice is given as outlined in Section 01043 and that the overall contractual scheduling requirements are met. Air Monitor shall be on-site full-time during asbestos abatement activities.
- D. At the completion of the project, the Air Monitor shall prepare a report describing the assessment of the project, all air monitoring data, acceptance letters, calibration records and a description of the project as it proceeded to completion. Air Monitor shall submit one electronic copy of the report to the Designer.

1.03 AIR MONITORING

- A. Ambient Air Monitoring: The purpose of ambient air monitoring 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 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 which 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, Air Monitor will collect and analyze air samples per Section 01714.

SECTION 01503

TEMPORARY FACILITIES

1.01 GENERAL

- A. Provide temporary facilities as required herein or as necessary to carry out the work.
- B. Use qualified tradesmen for installation of temporary services and facilities. Locate, modify, and extend temporary services and facilities where they will serve the project adequately and result in minimum interference with the performance of the work.
- C. The Owner shall lock and tag out all electrical and HVAC equipment in the asbestos abatement area, as feasible. The Contractor shall verify that the power and HVAC have been locked and tagged out prior to beginning work.

1.02 WATER SERVICE

- A. Owner shall supply a source of water. Contractor bears all expense of heating and getting water to the work and decontamination areas.
- 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. General: Owner shall supply all electricity required for execution of the Project. Contractor shall comply with applicable NEMA, NEC, and UL standards and governing state and local regulations for materials and layout of temporary electric service.
- B. Ground Fault Protection: Provide receptacle outlets equipped with ground fault circuit interrupters, reset button and pilot light, for plug-in connection of power tools and equipment.
- C. Provide a weatherproof, grounded temporary electric power service and distribution system of sufficient size, capacity, and power characteristics to accommodate performance of work.
- D. Where necessary 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 are adequate or is required by law shall be located throughout the work area.

1.05 FIRE EXTINGUISHERS

- A. Comply with the applicable recommendations of 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. Contractor shall provide a sufficient number of temporary toilet facilities to accommodate their employees. Toilet facilities shall be located as directed by the Owner.

1.07 PARKING

- A. Park only in areas designated by the Owner.

1.08 BUILDING SECURITY

- A. Maintain personnel on-site at all times any portion of the work areas are open or not properly secured. Secure work areas completely at the end of each day.

1.09 STORAGE

- A. Supply temporary storage required for storage of equipment and materials for duration of project. Trailer and storage dumpsters will be maintained in areas designated by the Owner.

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 ANSI Z9.2-2018 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 (no less than -0.02 inches of water). A continuous reading manometer shall be used to confirm this condition. The inlet tube for the manometer shall not be within 10 feet of an air filtration device, decontamination unit, or load out unit.
- C. Additional air filtration devices shall be provided inside the work area for emergency standby as well as for circulation of dead air spaces.
- D. The pressure differential shall be 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 Designer confirms to discontinue the use of the negative pressure system.
- E. Air shall be exhausted outside the building. Any variations must be approved by the Designer.
- F. The Contractor shall check daily for leaks and log their checks in the bound log book. This includes checks internal to air-moving devices.
- G. There shall be a minimum of four air changes per hour in any containment.

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. Completely isolate the work area from other parts of the building so as to prevent contamination beyond the isolated area.
- C. Temporary facilities shall be addressed as outlined in Section 01503.
- D. The Contractor shall set up a work area, load out, and decontamination unit as described in the plans and specifications. Any variations must be approved by the Designer. The decontamination facility outside of the work area shall consist of a change room, shower room, and equipment room as described in Section 01563.
- E. Place work area under negative air pressure using High Efficiency Particulate Air (HEPA) filter exhaust system as required by Section 01513.
- F. The Contractor shall wet clean and/or HEPA vacuum all items and equipment in the work area suspected of being contaminated with asbestos, but not in direct contact with the asbestos material, and either secure these items in place with polyethylene sheeting or have them removed from the work area.
- G. Critical Barriers: The Contractor shall thoroughly seal the work area for the duration of the work by completely sealing off all individual openings and fixtures in the work area, including, but not limited to, heating and ventilation ducts, doorways, corridors, windows, skylights, and lighting, with polyethylene sheeting taped securely in place. If the Contractor is using sealant materials to fill in small holes or cracks, the material shall have appropriate fire ratings. All critical barriers must be at least two independent layers of 6-mil polyethylene plastic sheeting.
- H. Entrances and exits from the work area will have triple barriers of polyethylene plastic sheeting so that the work area is always closed off by one barrier when workers enter or exit.
- I. No water may be left standing on the floor at the end of the work day.
- J. Polyethylene sheeting requirements:
 - 1. Polyethylene sheeting requirements:
 - a. Floors: Not required.
 - b. Walls: Apply one layer of 6-mil (minimum) polyethylene sheeting as a splash guard. Joints shall be overlapped a minimum of 12 inches and taped securely. Sheeting shall extend from the floor to a minimum height of three feet.
 - c. Ceilings: Not required.
 - d. Critical Barriers: Required.

- K. The Contractor shall establish and mark emergency and fire exits from the work area. Emergency procedures shall have priority over established decontamination entry and exit procedures.
- L. Integrity of seals and critical barriers shall be regularly checked and maintained by the Contractor.
- M. After work area preparation, the Contractor shall notify the Designer verbally with written follow-up that they are ready for a pre-work inspection. Asbestos removal shall commence only after satisfactory pre-work inspection has been completed by the Designer and/or Air Monitor.

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 all 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 decontamination unit, or the load out area.

1.02 WORKER TRAINING

- A. Train all 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 all 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 all workers in the work area. Provide a sufficient number for all required changes, for all workers in the work area.
- B. Boots: Provide work boots with non-skid soles and, where required by OSHA, foot protection for all workers.
- C. Gloves: Provide work gloves to all 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, as appropriate, at the completion of the project.

1.05 ADDITIONAL PROTECTIVE EQUIPMENT

- A. Disposable coveralls, head covers, and footwear covers shall be made available by the Contractor for the Owner, Air Monitor, Designer, and other authorized representatives who may inspect the job site. Contractor shall not be responsible for providing respiratory protection to those individuals that are not employed by the Contractor.

1.06 DECONTAMINATION PROCEDURES

- A. Require that all 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 all 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.
3. After showering, each employee shall inspect, clean, and repair their 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 which 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 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 monitoring firm.
- C. The minimum respiratory protection for the project during gross removal of friable ACM shall be powered air purifying respirators (PAPR). The minimum respiratory protection for the project during non-friable removal of asbestos-containing material shall be half-face negative pressure air purifying respirators.
- 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 Designer. Fit testing is to be performed by one of the methods listed in 29 CFR 1910.134 (f).

SECTION 01563

DECONTAMINATION UNITS

1.01 DESCRIPTION OF WORK

- A. Provide decontamination facilities. Require that the decontamination unit be the only means of ingress and egress for the work area. Require that all materials exit the work area through the decontamination unit, if one is constructed. Contractor shall comply with 29 CFR 1926.1101, specifically paragraph (j); "Hygiene facilities and practices for employees".

1.02 GENERAL

A. Decontamination Unit

1. Provide a Personnel Decontamination Unit consisting of a serial arrangement of connected rooms or spaces; changing room, shower room, 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 if an Equipment Decontamination Unit has been constructed for the work area.
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 are 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 sanitary sewer. Provide 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 with overhead work, provide the area with a minimum 3/8-inch plywood "ceiling" with two layers of polyethylene sheeting covering the top of the "ceiling". Ceiling shall be sufficient to protect those inside the decontamination unit from falling tools and/or equipment from areas above.
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. Decontamination Unit Contamination:

1. If the air quality in the decontamination unit exceeds 0.01 fibers per cubic centimeters of air (f/cc) as analyzed by PCM or 70 structures per squared millimeter (s/mm²) as analyzed by TEM or its integrity is diminished through use as determined by the Designer, no employee shall use the unit until corrective steps are taken and approved by the Designer and air monitoring firm.

SECTION 01711

PROJECT DECONTAMINATION

1.01 GENERAL

- A. Carry out a first cleaning of all surfaces of the work area including plastic sheeting, tools, scaffolding, and/or staging by use of damp-cleaning and mopping and/or a high efficiency particulate air (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 all contaminated materials removed before removing polyethylene from the walls.
- C. The Contractor shall replace all pre-filters and clean the inside and outside of the HEPA exhaust units.
- D. After polyethylene sheets have been removed from walls, but are still remaining on all windows, doors, and the critical components, the Contractor shall clean all surfaces in the work area, including ducts, electrical conduits, steel beams, roof deck, etc., 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 all surfaces in 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 they are ready for a final project decontamination inspection, they shall notify the Designer.
- G. Final project decontamination inspection includes the visual inspection and air monitoring clearance.
- H. Visual inspection for acceptance shall be performed after all areas are dry.
- I. The air monitoring firm 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.
- J. Final air sampling shall not commence until the visual inspection is completed and passed.
- K. If the air monitoring firm 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 firm's fees, until the work area is in compliance.
- L. After the work area is found to be in compliance, all entrances and exits shall be unsealed and the plastic sheeting, tape and any other trash and debris shall be disposed of in sealable plastic bags (6-mil minimum) and disposed of as outlined in Section 02084.
- M. All HEPA unit intakes and exhausts shall be wrapped with 6-mil polyethylene before leaving the work area.

- N. After the air monitoring firm has approved the final project decontamination and the Contractor has completed the tear down for occupancy by others, the Designer shall perform the project final inspection.
- O. Any residual asbestos that may be present after removing critical barriers, which in the Designer'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.
- P. 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 the area is completely dry, the following procedure test shall be performed for the work area:
 - 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: E1368.14. 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 air samples shall be analyzed by Phase Contrast Microscopy (PCM) in accordance with NIOSH Method 7400. Final clearance criteria shall be all samples collected inside the work area shall be less than 0.01 fibers per cubic centimeter (f/cc) of air.
 - 4. The use of the negative pressure system may be discontinued after the air monitoring firm instructs the Contractor that they have successfully completed 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 Designer or Air Monitor.
- B. All loose asbestos material removed in the work area shall be adequately wet, bagged, sealed, and labeled properly before personnel breaks or end of shift.
- C. All plastic sheeting, tape, cleaning material, clothing, and all other disposable material or items used in the work area shall be packed into sealable plastic bags (6-mil minimum) and treated as asbestos-contaminated material.
- D. All material shall be double-bagged.
- E. All excess water (except shower water) shall be combined with removed material or other absorptive material and properly disposed of per EPA regulations. Contractor shall not place water in storm drains, onto lawns, or into ditches, creeks, streams, rivers, or oceans.

1.02 SCOPE OF WORK

- A. The scope of work for this project is defined in Section 01000.
- B. The work as defined herein shall be performed using means and methods to minimize fiber release during ACM removal. Material shall be removed utilizing non-friable methods only.

1.03 REMOVAL OF ASBESTOS-CONTAINING MATERIAL

- A. Non-friable removal and disposal of non-asbestos floor tile and associated asbestos-containing floor mastic:
 - 1. Prepare work area as set forth in Section 01526.
 - 2. Spray asbestos-containing materials with a fine mist of amended water prior to removal procedures. Do not over saturate to cause excess pooling. Mist asbestos-containing materials continuously during the removal process.
 - 3. Contractor shall remove non-asbestos floor tile from the floor using hand tools. Do not remove using mechanical means. Floor tile shall be disposed of as asbestos-containing waste.
 - 4. Saturate mastic with a low-odor solvent and clean up with mops, rags, or cellulose. Do not remove using mechanical means.
 - 5. In areas where mastic is present beneath permanently fixed items, remove the mastic to the edge of the item.
 - 6. Clean work area as specified in Section 01711.

SECTION 02084

DISPOSAL OF ASBESTOS-CONTAINING WASTE MATERIAL

1.01 GENERAL

- A. All asbestos materials and miscellaneous contaminated debris shall be properly sealed and protected, and the loadout vehicle/dumpster shall be locked, while located on the project site and then transported to a pre-designated disposal site in accordance with 40 CFR 61.150 and DOT 49 CFR Parts 100-399.
- 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, all 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 NC HHCU's Waste Shipment Record (DHHS 3787) for disposal records as per 40 CFR 61.150 and distribute a copy of all waste shipment records to the NC HHCU and the Designer after the completion of the project.

Asbestos Abatement Pre-Work Inspection Form



Project Information	
Project Name:	Inspected By:
Project Number:	Date of Inspection:
Work Area:	Pass / Fail: Pass: <input type="checkbox"/> Fail: <input type="checkbox"/>

Project Documents			
1. Abatement Permit	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>
2. Contractor Licenses	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>
3. Project Design / Specifications	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>
4. Air Plan	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>
5. Sign-In Sheets	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>
6. Items in Design Section 01043	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>

PPE Supplies			
1. Disposable Coveralls	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>
2. Rubber Boots / Booties	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>
3. Respirators with HEPA Filters	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>
4. Spare Respirator Filters	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>

Clean Room			
1. Entry Curtains	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>
2. Emergency Numbers Posted	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>
3. First Aid Kit	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>
4. Asbestos Signs	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>
5. Decontamination Procedures Posted	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>
6. Fire Extinguisher	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>

Shower Room			
1. Entry Curtains	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>
2. Hot / Cold Water Operational	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>
3. Soap and Towels	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>
4. Waste Water Filter Pump Operational	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>
5. Extra 5-Micron Filters	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>
6. Filtered Waste Water to Sanitary Sewer	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>

Exterior of Containment			
1. Barrier Tape in Place	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>
2. Visual Barriers Installed	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>

Work Area			
1. Removable Items Removed	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>
2. Immovable Items Protected	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>
3. HVAC Off	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>
4. Electricity Lock Out / Tag Out	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>
5. Temporary Electricity with GFCI	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>
6. Critical Barriers (double layer 6-mil)	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>
7. Polyethylene Sheeting per Design Section 01526	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>
8. Entry Curtains	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>
9. Air Filtration Devices Operational (including spare)	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>
10. Air Exhausted Outside	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>
11. Manometer Operational	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>
12. Fire Extinguishers	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>
13. Emergency Exits Marked	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>
14. Toilet Available	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>

Equipment / Supplies			
1. HEPA Vacuums	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>
2. Waste Disposal Bags/Drums	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>
3. Rags, Brushes, or other Cleaning Supplies	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>
4. Airless Sprayer with Water	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>
5. Glovebags	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>
6. Solvent Absorbent	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>
7. Emergency Power Generator	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>
8. Temporary Lighting	Y <input type="checkbox"/>	N <input type="checkbox"/>	N/A <input type="checkbox"/>

Comments

UNION ELEMENTARY SCHOOL
CAFETERIA AND GYM FLOORING
EMERGENCY CONTACT LIST

OWNER REPRESENTATIVE:

Juan Fernandez
Union County Public Schools
(704) 320-4428 – Mobile

DESIGNER / AIR MONITORING FIRM:

Russell Harrings, CIH, Designer, Supervising Air Monitor and Project Manager
Terracon Consultants, Inc.
(704) 509-1777 – Office
(704) 264-9989 – Mobile

To Be Determined, Air Monitor
Terracon Consultants, Inc.

ABATEMENT CONTRACTOR:

To Be Determined

Standard Terms and Conditions

I. Standard Terms and Conditions for All Contracts

1. Acceptance.

Contractor's execution of this Contract and/or acknowledgment of the terms of any applicable purchase order ("Purchase Order"), without timely express written objection, or Contractor's shipment or performance of any part of a Purchase Order, constitutes an agreement to (i) all terms and conditions set forth or referenced herein and on the face of a Purchase Order, (ii) on any attachments hereto, (iii) any applicable solicitation documentation related to hereto (including without limitation any request for proposals or invitation for bids or Contractor's response thereto), and (iv) any other terms and conditions of a written agreement signed by Contractor and UCBOE that deals with the same subject matter (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Contractor and UCBOE with respect to the purchase by UCBOE of the Services and/or Goods (the "Goods" and/or "Services," as appropriate) provided or work performed as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to UCBOE shall control. A Purchase Order constitutes an offer by UCBOE and expressly limits acceptance to the terms and conditions stated therein. No additional or supplemental provision or provisions in variance herewith that may appear in Contractor's quotation, acknowledgment, invoice, or in any other communication from Contractor to UCBOE shall be deemed accepted by or binding on UCBOE. UCBOE hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until UCBOE's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by UCBOE are subject to correction.

2. Quantities.

Shipments must equal exact amounts ordered unless otherwise agreed in writing by UCBOE. The award of a term contract neither implies nor guarantees any minimum or maximum purchases.

3. Prices.

If Contractor's price or the regular market price of any of the Goods covered hereunder is lower than the price stated in the Contract Documents on the date of shipment of such Goods, Contractor agrees to give UCBOE the benefit of such lower price on any such Goods. In no event shall Contractor's price be higher than the price last quoted or last charged to UCBOE unless otherwise agreed in writing. No charges for transportation, boxing, crating, etc. are allowable unless such charges are included in the Contract Documents.

4. Invoices.

It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing at variance with this provision may subject the Contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item. Invoices shall be sent to UCBOE's accounts payable department with a copy to UCBOE Project Coordinator.

5. Freight on Board.

All shipments of Goods are FOB destination unless otherwise stated in the Contract Documents.

6. Taxes.

Taxes are included in the Contract Price. Applicable taxes shall be invoiced as a separate item for UCBOE's records.

7. Payment Terms.

Payment terms are Net 30 days after receipt of correct invoice or acceptance of Goods, whichever is later.

8. Condition and Packaging.

Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.

9. Delays in Shipment.

Time and date of delivery are of the essence, except when delay is due to causes beyond Contractor's reasonable control and without Contractor's fault or negligence.

10. Risk of Loss.

Contractor shall have the risk of loss of and damage to the Goods subject to the Contract Documents until such Goods are delivered to the destination and accepted by UCBOE or its nominee.

11. Rejection.

All Goods shall be received subject to UCBOE's inspection. Goods that are defective in workmanship or material or otherwise not in conformity with the requirements of the Contract Documents may be rejected and returned at Contractor's expense or may be accepted at a reduced price. UCBOE may require Contractor to promptly replace or correct any rejected Goods Services and, if Contractor fails to do so, UCBOE may contract with a third party to replace such Goods Services and charge Contractor the additional cost.

12. Warranties.

Contractor warrants that all Goods delivered hereunder will be free from defects in materials and workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance or payment by UCBOE of the Goods and shall run to UCBOE and any user of the Goods. This express warranty is in addition to Contractor's implied warranties of merchantability and fitness for a particular purpose which shall not be disclaimed. In addition to any other rights available at law or equity, UCBOE shall be entitled to all rights and remedies provided by the Uniform Commercial Code, Chapter 25 of the North Carolina General Statutes, for breach of express warranties and implied warranties of merchantability or fitness for a particular purpose, including but not limited to consequential and incidental damages.

13. Compliance with All Laws.

Contractor warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders. The right of Contractor to proceed may be terminated immediately by written notice if UCBOE determines that Contractor, its agent or another representative, has violated any provision of law.

14. Use of Federal Funds.

If the source of funds for this Contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33

U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).

15. Registered Sex Offenders.

Contractor acknowledges that state law and school policy prohibit anyone registered or required to register as a sex offender from being present on any UCBOE Property for any reason, whether before, during or after school hours, or on or off of UCBOE Property. Contractor expressly agrees that it, and any of its employees, will comply with this policy and acknowledges that any individuals that violate this policy are subject to removal from UCBOE Property by school staff and/or law enforcement officials and may also be subject to criminal prosecution. "UCBOE Property" includes all property owned or operated by UCBOE, including school campuses and buildings, athletic fields, playgrounds, parking lots, bus stops, vehicles, school buses, activity buses and any other properties owned or controlled by UCBOE.

If Contractor, any of Contractor's employees, or any of Contractor's subcontractors or employees of subcontractors will have any direct interaction with students, then Contractor or the subcontractor must (i) on an annual basis conduct a check of the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program and the National Sex Offender Registry for all such employees; and (ii) prohibit individuals listed on such registries from being on UCBOE Property.

16. Nondiscrimination.

During the performance of the Contract, Contractor shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.

17. Conflict of Interest.

Contractor represents and warrants that no member of UCBOE or any of its employees or officers who may obtain a direct benefit, personal gain or advantage for themselves or a relative or associate as a result of the Contract, subcontract or other agreement related to the Contract is in a position to influence or has attempted to influence the making of the Contract, has been involved in making the Contract, or will be involved in administering the Contract. Contractor also represents and warrants that, if the Contract is funded by any amount of federal funds, no violation of 2 C.F.R. § 200.318(c) or any other applicable federal conflict of interest law has occurred or will occur. Contractor shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.

18. Gratuities.

Contractor represents and warrants that no member of UCBOE or any of its employees has been or will be offered or given a gratuity to an official or employee of UCBOE in violation of applicable law or policy.

19. Kickbacks to Contractor.

Contractor shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a UCBOE Contract or in connection with a subcontract relating to a UCBOE Contract. When Contractor has grounds to believe that a violation of this clause may have occurred, Contractor shall promptly report to UCBOE in writing the possible violation.

20. Iran Divestment Act.

Contractor certifies that, as of the date listed below, it is not on the Final Divestment List, as created by the State Treasurer pursuant to N.C.G.S. § 143-6A-4, in violation of the Iran Divestment Act. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 143C-6A-5(b), Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and should be updated every 180 days.

21. Divestment from Companies that Boycott Israel.

The Contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

22. E-Verification.

Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes

23. Indemnification.

Contractor shall indemnify and hold harmless UCBOE, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) arising out of Contractor's failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of Contractor's performance or lack of performance of the terms and conditions of the Contract. In the event that any Services and/or Goods sold and delivered or sold and performed under the Contract Documents shall be defective in any respect whatsoever, Contractor shall indemnify and save harmless UCBOE, its officers, agents, employees and assigns from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that shall happen or occur in connection with the use or sale of such Services and/or Goods and are contributed to by said condition. In the event Contractor, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of UCBOE in the performance of the Contract Documents, Contractor agrees that it will indemnify and hold harmless UCBOE, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry.

24. Insurance.

Unless such insurance requirements are waived or modified by UCBOE or risk management ("DIRM"), Contractor certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to UCBOE and authorized to do business in the State of North Carolina: Automobile - Contractor shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired automobiles. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence. Commercial General Liability - Contractor shall maintain commercial general liability insurance that shall protect Contractor from claims of bodily injury or property damage which arise from performance under the Contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each occurrence/annual aggregate. Worker's Compensation and Employers' Liability Insurance - If applicable to Contractor, Contractor shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employers' liability insurance. Contractor shall

also provide any other insurance or bonding specifically recommended in writing by the DIRM or required by applicable law. Certificates of such insurance shall be furnished by Contractor to UCBOE and shall contain the provision that UCBOE be given 30 days' written notice of any intent to amend or terminate by either Contractor or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under the Contract and shall be grounds for immediate termination of the Contract.

25. Termination for Convenience.

In addition to all of the other rights which UCBOE may have to cancel this Contract or an applicable Purchase Order, UCBOE shall have the further right, without assigning any reason therefore, to terminate the Contract (or applicable Purchase Order), in whole or in part, at any time at its complete discretion by providing 10 days' notice in writing from UCBOE to Contractor. If the Contract is terminated by UCBOE in accordance with this paragraph, Contractor will be paid in an amount which bears the same ratio to the total compensation as does the Services and/or Goods actually delivered or performed to the total originally contemplated in the Contract. UCBOE will not be liable to Contractor for any costs for completed Goods, Goods in process or materials acquired or contracted for if such costs were incurred prior to the date of this Contract or an applicable Purchase Order.

26. Termination for Default.

UCBOE may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by Contractor. In addition to any other remedies available to UCBOE law or equity, UCBOE may procure upon such terms as UCBOE shall deem appropriate, Services and/or Goods substantially similar to those so terminated, in which case Contractor shall be liable to UCBOE for any excess costs for such similar goods, supplies, or services and any expenses incurred in connection therewith.

27. Contract Funding.

It is understood and agreed between Contractor and UCBOE that UCBOE's obligation under the Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of UCBOE for any payment may arise until funds are made available to UCBOE's Finance Officer and until Contractor receives notice of such availability. Should such funds not be appropriated or allocated, the Contract shall immediately be terminated. UCBOE shall not be liable to Contractor for damages of any kind (general, special, consequential or exemplary) as a result of such termination.

28. Accounting Procedures.

Contractor shall comply with any accounting and fiscal management procedures prescribed by UCBOE to apply to the Contract and shall assure such fiscal control and accounting procedures as may be necessary for proper disbursement of and accounting for all project funds.

29. Improper Payments.

Contractor shall assume all risks attendant to any improper expenditure of funds under the Contract. Contractor shall refund to UCBOE any payment made pursuant to the Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation or procedure. Contractor shall make such refunds within thirty (30) days after UCBOE notifies Contractor in writing that a payment has been determined to be improper.

30. Contract Transfer.

Contractor shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of UCBOE.

31. Contract Personnel.

Contractor agrees that it has, or will secure at its own expense, all personnel required to provide the Services and/or Goods set forth in the Contract.

32. Key Personnel.

Contractor shall not substitute for key personnel (defined as those individuals identified by name or title in the Contract Documents or in written communication from Contractor) assigned to the performance of the Contract without prior written approval from UCBOE Project Coordinator (the individual at UCBOE responsible for administering the Contract).

33. Contract Modifications.

The Contract may be amended only by written amendment duly executed by both UCBOE and Contractor.

34. Relationship of Parties.

Contractor is an independent contractor and not an employee of UCBOE. The conduct and control of the work will lie solely with Contractor. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between Contractor and UCBOE. Employees of Contractor shall remain subject to the exclusive control and supervision of Contractor, which is solely responsible for their compensation.

35. Advertisement.

The Contract will not be used in connection with any advertising by Contractor without prior written approval by UCBOE.

36. Monitoring and Evaluation.

Contractor shall cooperate with UCBOE, or with any other person or agency as directed by UCBOE, in monitoring, inspecting, auditing or investigating activities related to the Contract. Contractor shall permit UCBOE to evaluate all activities conducted under the Contract. UCBOE has the right at its sole discretion to require that Contractor remove any employee of Contractor from UCBOE Property and from providing Services and/or Goods under the Contract following provision of notice to Contractor of the reasons for UCBOE's dissatisfaction with the Services and/or Goods of Contractor's employee.

37. Financial Responsibility.

Contractor is financially solvent and able to perform under the Contract. If requested by UCBOE, Contractor agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by UCBOE's Finance Officer. In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Contractor, the inability of Contractor to meet its debts as they become due or in the event of the appointment, with or without Contractor's consent, of an assignee for the benefit of creditors or of a receiver, then UCBOE shall be entitled, at its sole option, to cancel any unfilled part of the Contract without any liability whatsoever.

38. Governmental Restrictions.

In the event any governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. UCBOE reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.

39. Inspection at Contractor's Site.

UCBOE reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to Contract award, and during the Contract term as necessary for UCBOE determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

40. Confidential Information.

All information about UCBOE provided to the Contractor or its officers, employees, agents, representatives and advisors (the "Contractor Representatives"), and all copies or other full or partial reproductions thereof and notes, memoranda or other writings related thereto created by Contractor or any Contractor Representative, regardless of whether provided before or after the date of the Contract and regardless of the manner or medium in which it is furnished, is referred to as "Confidential Information". Confidential Information does not include any information that (a) is or becomes generally available to the public other than as a result of an impermissible disclosure by Contractor, (b) was known by or available on a non-confidential basis to Contractor before it was disclosed by UCBOE or (c) becomes available to Contractor on a non-confidential basis from a third party whom Contractor does not know to be bound by a confidentiality agreement with, or have an obligation of secrecy to, UCBOE. Except as and to the extent required by law or order or demand of any governmental or regulatory authority, Contractor and Contractor Representatives will (x) keep all Confidential Information confidential and (y) will only disclose or reveal any Confidential Information to Contractor Representatives who must have the information to fulfill Contractor's obligations under the Contract and who agree to observe the terms of this Section. Contractor and Contractor Representatives will not use the Confidential Information for any purpose other than fulfilling Contractor's obligations under the Contract. By way of example and not limitation, Contractor shall not sell, market, or commercialize Confidential Information, create derivative products or applications based on Confidential Information. If Contractor is requested or required, pursuant to applicable law or regulation or by legal process, to disclose any Confidential Information, Contractor will provide UCBOE with prompt and timely notice of the requests or requirements so that UCBOE can seek an appropriate protective order or other remedy and will not be prejudiced by delay. If UCBOE does not obtain a protective order or other remedy, Contractor will only disclose that portion of the Confidential Information which Contractor's legal counsel determines Contractor is required to disclose. Upon termination of the Contract or otherwise upon UCBOE's request, Contractor will promptly deliver to UCBOE all Confidential Information in the possession of Contractor or the Contractor Representatives.

41. Student Information.

If, during the course of Contractor's performance of the Contract, Contractor should obtain any information pertaining to students or students' official records, Contractor agrees to keep any such information confidential and to not disclose or permit it to be disclosed, directly or indirectly, to any person or entity. The Contract shall not be construed by either party to constitute a waiver of or to in any manner diminish the provisions for confidentiality of students' records. Additionally, pursuant to N.C.G.S. 115C-401.1, it is unlawful for a person who enters into a contract with a local board of education to sell personally identifiable information that is obtained from a student as a result of that person's performance under the Contract. Employee Personnel Information: If, during the course of Contractor's performance of the Contract, Contractor should obtain any information pertaining to employees of UCBOE's personnel records, Contractor agrees to keep any such information confidential and to not disclose or

permit it to be disclosed, directly or indirectly, to any person or entity. This section will survive the termination of this Contract. Contractor agrees, at its own expense, to indemnify, defend and save UCBOE harmless from all liability, loss or expense, including costs of settlement and attorney's fees, resulting from any claim that UCBOE's use, possession or sale of the Services and/or Goods infringes any copyright, patent or trademark or is a misappropriation of any trade secret.

42. No Pre-Judgment or Post-Judgment Interest.

In the event of any action by Contractor for breach of contract in connection with the Contract, any amount awarded shall not bear interest either before or after any judgment, and Contractor specifically waives any claim for interest.

43. Background Checks.

At the request of UCBOE's Project Coordinator, Contractor (if an individual) or any individual employees of Contractor shall submit to UCBOE criminal background check and drug testing procedures.

44. Mediation.

If a dispute arises out of or relates to the Contract, or the breach of the Contract, and if the dispute cannot be settled through negotiation, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation.

45. No Third-Party Benefits.

The Contract shall not be considered by Contractor to create any benefits on behalf of any third party. Contractor shall include in all contracts, subcontracts or other agreements relating to the - party benefits.

46. Force Majeure.

If UCBOE is unable to perform its obligations or to accept the Services and/or Goods because of Force Majeure (as hereinafter defined), the time for such performance by UCBOE or acceptance of Services and/or Goods will be equitably adjusted by allowing additional time for performance or acceptance of Services and/or Goods equal to any periods of Force Majeure. "Force Majeure" shall mean any delays caused by acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages and other causes beyond the reasonable control of UCBOE.

47. Ownership of Documents.

Work Product. All documents created pursuant to the Contract shall, unless expressly provided otherwise in writing, be owned by UCBOE. Upon the termination or expiration of the Contract, any and all finished or unfinished documents and other materials produced by Contractor pursuant to the Contract shall, at the request of UCBOE, be turned over to UCBOE. Any technical knowledge or information of Contractor which Contractor shall have disclosed or may hereafter disclose to UCBOE shall not, unless otherwise specifically agreed upon in writing by UCBOE, be deemed to be confidential or proprietary information and shall be acquired by UCBOE free from any restrictions as part of the consideration of the Contract.

48. Strict Compliance.

UCBOE may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.

49. General Provisions.

UCBOE's remedies as set forth herein are not exclusive. Any delay or omission in exercising any right hereunder, or any waiver of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default. If action be instituted by Contractor hereunder, UCBOE shall be entitled to recover costs and reasonable attorney's fees.

Contractor may not assign, pledge, or in any manner encumber Contractor's rights under this Contract or applicable Purchase Order or delegate the performance of any of its obligations hereunder, without UCBOE's prior, express written consent.

50. Contract Situs.

All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, will be determined in Union County, North Carolina. North Carolina law will govern the interpretation and construction of the Contract.

51. Severability.

Any provision of this Contract that is determined by any court of competent jurisdiction to be invalid or unenforceable will not affect the validity or enforceability of any other provision. Any provision of the Contract held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

II. Additional Standard Terms and Conditions for Construction Contracts

1. Supervision and Provision for Labor and Supplies.

The Contractor will supervise and direct the construction work (the "Work") and shall furnish, provide, and pay for all labor, materials, equipment, machinery, utilities, and services reasonably necessary for the execution and completion of the Work.

2. Coordination of Work and Notification of Progress.

The Contractor agrees to coordinate its Work with the work of any other separate contractors or with the work of UCBOE's own forces to avoid delaying or interfering with their work.

Contractor shall enforce good order and discipline among his employees and subcontractors on the Project. The Contractor further agrees to inform UCBOE on a regular basis or at UCBOE's request of the progress of the Work.

3. Provision for all Permits, Licenses, and Inspections.

Unless otherwise provided, the Contractor shall secure and pay for all permits, licenses, and inspections necessary for the proper execution and completion of the Work.

4. Cleanliness.

Contractor shall keep the Project reasonably free from waste materials or rubbish resulting from the Contractor's operations.

5. Additional Warranties.

The Contractor warrants that the Contractor has visited the location of the Project and is familiar with all field conditions bearing upon the Contractor's performance of the Work; that the materials and equipment furnished under the Contract are of good quality and new (unless otherwise permitted); that the Work is non-negligent and meets or exceeds the standards ordinarily observed in the industry; and that the Work conforms to the requirements of the Contract and to all applicable codes, ordinances, laws, or regulations. The Contractor further warrants and promises that the Work shall be free from defects and nonconformities in materials and workmanship for a period of one year from the later of the Date of Completion, which is the date UCBOE accepts the Work or such date as the Contractor actually completes all the Work (the "Date of Completion"). During such period, the Contractor will remedy at Contractor's expense nonconformities or defects in the Work within a reasonable time after receiving notice thereof from UCBOE.

6. Indemnity for Subcontractor Payment.

In addition to the indemnification obligations contained in the attached terms and conditions to this Contract, the Contractor further agrees to defend and indemnify UCBOE from and against

all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of the Contractor's failure to pay subcontractors or materials suppliers.

7. Change Orders.

The Contractor agrees that UCBOE may order changes in the general scope of the Work, including additions, deletions, and similar revisions. The parties agree to adjust the Contract Price and Date of Completion to reflect the effects of such changes, which adjustments shall be authorized only upon execution of a written change order (a "Change Order"). In case of emergency or extenuating circumstances or if a construction contingency is provided as stated below, approval of changes may be obtained verbally by telephone or field orders approved by UCBOE Project Coordinator and promptly thereafter substantiated in writing as outlined under normal procedures. The amount of any increase or decrease in the Contract Price shall be by mutual acceptance of a total amount supported by sufficient data and information to substantiate the change. Any decrease in Contract Price for a decrease in the Work will be the reasonable costs of the Work deleted, including a reasonable amount for the decrease in the Contractor's overhead.

8. Performance/Payment Bond.

If required by law and/or the bidding documentation, the Contractor agrees to provide a Performance Bond and Labor and Material Payment Bond for its faithful performance in a form reasonably satisfying to UCBOE.

9. Payments Withheld.

The UCBOE may withhold payment for the following reasons to the extent permitted under N.C. Gen. Stat. § 143-134.1(e): (1) defective Work not remedied; (2) third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to UCBOE is provided by the Contractor; (3) failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment; (4) reasonable evidence that the Work will not be completed with the time specified, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; (5) failure to carry out the Work in accordance with the Contract Documents; (6) failure to provide sales tax documentation in accordance with subparagraph 9.3.5; (7) failure or refusal of the Contractor to submit the required information on minority business enterprises; and (8) failure of the Contractor to comply with (a) the provisions of the Sedimentation and Pollution Control Act (N.C. Gen. Stat. § 113A-50 *et seq.*), and/or (b) any Notice of Violation issued by the North Carolina Department of Natural Resources.

10. Retainage.

For public construction contracts costing an amount equal to or greater than \$100,000, the UCBOE will retain five percent of the amount of each progress payment on the project for as long as is authorized by N.C. Gen. Stat. § 143-134.1. At all times during the Project, the UCBOE may retain the maximum funds allowed by N.C. Gen. Stat. § 143-134.1. The UCBOE specifically reserves the right to withhold additional funds as authorized by this Contract and N.C. Gen. Stat. § 143-134.1. The Contractor may pay each subcontractor no later than seven days after receipt of payment from the UCBOE and in accordance with N.C. Gen. Stat. § 143-134.1 the amount to which the subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to sub-subcontractors in a similar manner and in accordance with N.C. Gen. Stat. § 143-134.1.

III. Additional Standard Term and Condition for Designer Contracts (which include Architectural, Engineering, Surveying, and Technical Services)

Additional Insurance. In addition to the insurance required pursuant to Section 22 of the Standard Terms and Conditions for All Contracts, the Contractor certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to UCBOE and authorized to do business in the State of North Carolina: Professional liability insurance in commercially reasonable amounts as reasonably determined by UCBOE.

IV. Additional Standard Terms and Conditions for Information Technology Contracts

1. Definitions.

“Hardware” means the hardware the Contractor utilizes in the Hosted Environment for delivery and maintenance of the Hosted Software Services.

“Hosted Environment” means the Hardware, system software, hosting support software, network connectivity, and facility used by Contractor to support the Hosted Software Services.

“Hosted Software Services” means the application, including the Hosted Software and any applicable Third-Party Software, as run on the Hosted Environment.

“Hosted Software” means the software owned and controlled by Contractor or Contractor’s third-party contractor that supports the Hosted Software Services.

“Support Services” means application and technical support required to maintain the performance, uptime and connectivity of the Hosted Software Services for UCBOE access and use, including without limitation, telephone support, error correction, maintenance, and installation of Updates and Upgrades to the Hosted Software.

“Updates” means (i) modifications to or releases of the Hosted Software that (a) add new features, functionality, and/or improved performance, (b) operate on new or other databases, operating systems, or server platforms or (c) extend the Hosted Software functionality to take advantage of advances in coding language, hardware, network or wireless infrastructures; and (ii) deviation corrections, bug or error fixes, patches, workarounds, and maintenance releases.

“Upgrades” means any new version or new release of the Hosted Software typically provided on an annual or bi-annual basis by the Contractor that includes new features, functions, support or service that were not in place with the immediately prior version.

2. Grant of License.

Contractor grants to UCBOE for the term of this Contract a non-exclusive, non-transferable license to access and use over the internet the Hosted Software (the “License”).

3. Updates and Upgrades.

Contractor will make certain limited and applicable Hosted Software Updates and Upgrades available to UCBOE at no additional cost. All such Updates and Upgrades shall automatically become subject to the benefits and terms of this Contract and shall automatically be considered part of the License granted under this Contract.

4. Security.

Contractor’s Hosted Environment shall maintain security measures in place to help protect against the loss, misuse, and alteration of the Hosted Software Services, and specifically the Confidential Information provided to Contractor by UCBOE.

5. Warranties.

Contractor warrants the following: (a) Contractor has the full authority to grant the License; (b) the Hosted Software is free from material defects or viruses; (c) the Hosted Software contains no disabling devices; and (d) the Hosted Software conforms to all material specifications set forth in the documentation and any other written material provided to UCBOE for any purpose. Without limiting any other remedies available to UCBOE under this Contract, at law or in equity, in the event that any Hosted Software does not conform to the warranties set forth for the Hosted Software herein, Contractor shall, at UCBOE's option, promptly correct or replace such Hosted Software and, in either case, Contractor shall perform any Support Services or other work required to restore the Hosted Software to the state that existed prior to any such breach, all at Contractor's expense. UCBOE reserves the right to reject the Hosted Software and to hold Contractor responsible for any loss, direct or indirect, caused by any such breach of warranty. In the event Contractor is or becomes aware of a problem with any item of Hosted Software, Contractor shall notify UCBOE upon such determination. Acceptance or use of the Hosted Software shall not constitute a waiver of any claim under any warranty.

6. Effect of Termination and Orderly Transition.

Upon termination or expiration of this Contract for any reason, Contractor will cooperate in good faith with UCBOE to provide for an orderly transfer of the Goods and Services and Confidential Information to UCBOE or UCBOE's successor vendor ("Orderly Transition") and according to the terms of this section. a. Scope of Work for Orderly Transition. Within thirty (30) days of notification by UCBOE that it will transfer Goods and Services to itself or a successor vendor, the parties will create and execute a scope of work document detailing tasks, the responsible parties for individual tasks, and timeframes for completion of tasks necessary to complete an Orderly Transition. The final, executed Orderly Transition scope of work shall be incorporated into this Contract and become subject to its terms. Contractor's failure to (a) cooperate in developing the Orderly Transition scope of work, (b) execute an Orderly Transition scope of work, or (c) abide by the executed Orderly Transition scope of work shall be deemed a material breach of this Contract.

7. Time Frame.

Unless otherwise mutually agreed in an executed Orderly Transition scope of work, Contractor shall continue to provide Goods and Services while UCBOE migrates its Confidential Information from Contractor's Hosted Software Services in the Orderly Transition process. Contractor agrees that, as part of the Orderly Transition process and within the specified time frame, it will transfer to UCBOE all of the Confidential Information provided to Contractor by UCBOE pursuant to this Contract. Contractor will provide the Confidential Information in commercially reasonable electronic format as agreed in the Orderly Transition scope of work at no additional cost.

8. Time and Material Costs Only. UCBOE will be obligated to pay for time and materials at a reasonable hourly rate of no more than \$75/hour for the Orderly Transition. No other fees will be assessed for the Orderly Transition. Fees shall be agreed upon in advance as part of developing the scope of work referenced in subsection (a) above.

d. Destruction of Confidential Information after Orderly Transition. Unless otherwise mutually agreed in an executed Orderly Transition scope of work, Contractor agrees that after returning all Confidential Information to UCBOE pursuant to subsection (b) above it will destroy all remaining copies of Confidential Information and back-up Confidential Information in its possession, contained in or on any medium (such as a storage area network or "SAN") or as may be stored offsite, within thirty (30) days of completion of Orderly Transition. Contractor shall provide UCBOE with a detailed summary of the destruction process and standards to be utilized

by Contractor with respect to the Confidential Information, and UCBOE shall approve such process and standards prior to Contractor commencing such destruction.

7. Intellectual Property Warranty. In addition to the warranties set forth elsewhere in this Contract with respect to the Goods and Services, Contractor expressly represents, warrants and covenants that neither the furnishing of Hosted Services to UCBOE hereunder, nor does the Hosted Software, violate, in whole or in part, any provision of any law, common law or regulation concerning copyrights, trade secrets, trademarks, tradenames, service marks, patents or other provisions regulating or concerning intellectual property rights.

8. Additional Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless UCBOE, its and directors, officers, managers, employees and agents, from all suits, claims, costs, damages and other liabilities, including reasonable attorneys' fees as incurred by counsel of UCBOE's choice, relating to or arising from (a) Contractor's failure to maintain the security and integrity of Confidential Information, the Hosted Software Services and the Hosted Environment; (b) any claim for infringement of any copyright, trade secret, trademark, tradename, service mark, patent, or other law or regulation concerning intellectual and/or proprietary property rights; and (c) any claims by third party interests in the Hosted Software.

9. Data Use. Notwithstanding the foregoing, Contractor acknowledges and agrees that all Confidential Information is proprietary to and owned exclusively by UCBOE, whether provided in tangible or electronic form and whether entered into any software or Hosted Software Services owned or licensed by Contractor (including without limitation the Hosted Software and Hosted Software Services) or otherwise provided in connection with any products provided and services performed by Contractor (including without limitation the Goods and Services) and whether to, by or through a Contractor-affiliated ASP or other Hosted Software Services. Furthermore, Contractor shall not sell, market, or commercialize Confidential Information, create derivative products or applications based on Confidential Information or otherwise use Confidential Information in any manner unrelated to the performance of Contractor's obligations under the Contract. Contractor shall not share Confidential Information with any parent or subsidiary company of Contractor or any other Contractor-affiliated entity without the express prior written consent of UCBOE detailing the scope of allowable disclosure. Contractor agrees that if it breaches this section, UCBOE may, at its option, pursue any or all of the following remedies: (a) immediately terminate this Contract without liability to Contractor; (b) seek an injunction without posting a bond; and (c) pursue whatever other remedies may be available to it at law, in equity or pursuant to this Contract.