



Finance
Purchasing Division
Post Office Box 1810
Wilmington, NC 28402-1810
910 341-7830
910 341-7842 fax
wilmingtonnc.gov Dial 711 TTY/Voice

October 18, 2024

**RE: Request for Proposal – 5001 Wrightsville Avenue Demolition
RFP NO. S6-1024**

Dear Sir or Madame:

This Request for Proposal (RFP) will provide your firm with sufficient information to enable you to prepare and submit a proposal for the Demolition of a residential house located at 5001 Wrightsville Avenue, Wilmington, North Carolina. It is the City of Wilmington's intention to acquire the services of a qualified Demolition Contractor to provide demolition services of this property.

Potential respondents should email raquel.perez@wilmingtonnc.gov to acknowledge receipt of the RFP and to inform the City of its intent to respond. Provide the name, title, address, telephone and email address of the contact person. Addenda's will be posted to the City website at www.wilmingtonnc.gov.

The RFP includes a preliminary scope of work and general terms and conditions of any subsequent contract. The scope of services, as defined herein, may be modified after final selection of the Contractor. The general terms and conditions are part of any submitted proposal and will be incorporated into any subsequent contract. Submission of a proposal shall constitute acceptance of these terms and conditions. Conditional responses may be rejected.

In order for your RFP to be considered responsive, it must adhere to the submittal requirements that follow. The successful Contractor will be selected based on the qualification and best value of services provided. Firms must be registered with the North Carolina Secretary of State or hold a Certificate of Authority to do business in the State of North Carolina

It is the goal of the City to promote local and minority business participation in all construction and service contracts. Therefore, in accordance with the City of Wilmington's MBE/DBE Policy, the Contractor shall make a good faith effort to identify and hire minority subcontractors for this project. A complete copy of the City's MBE/DBE policy is available at my office.

Questions concerning the proposed contract terms and conditions should be addressed to my office. I hope to receive your proposal for this work.

Sincerely,
Christine R. Karem
Sr. Contract Specialist – M/WBE Coordinator

REQUEST FOR PROPOSAL

Introduction

The City of Wilmington owns the property located at 5001 Wrightsville Avenue. This property most recently served as residential housing prior to the City acquiring the property for a future capital improvements project. The City now desires to demolish the structures on the site prior to project construction.

Request for Proposals

The City of Wilmington is requesting proposals for the demolition of two (2) structures totaling 1,800 square feet (1,500 SF and 300 SF) of gross building area constructed in 1978. This also includes the small outbuilding/shed on the property. This is an invitation to submit project proposals.

The Property

5001 Wrightsville Avenue (PARID: R05520-004-012-000)

The parcel is approximately 0.44 acres borders Wrightsville Ave and North Wallace Ave.

SCOPE OF WORK:

Remove all materials within the property. Remove any and all demolition rubbish. Remove all overgrowth and cuttings, bushes and brush, trash and debris and any other items. Grade, level and rake out stones/rocks larger than 2" and root matter before applying seed and straw application to parcel in disturbed, non-impervious surface areas.

Coordinate with CFPUA to cap and remove existing water and sewer services to the property.

Obtain all necessary permits Federal, State, County and City. Work cannot begin until all permits have been issued by issuing agencies and permits have been reviewed and derivative by City staff for permanent file documentation.

Due to the age of these structures, the **City performed an asbestos test, and asbestos abatement is included in this procurement documentation.** CONTRACTOR IS RESPONSIBLE FOR ASBESTOS ABATEMENT. (See Exhibit E – Asbestos Assessment, Dated: September 06, 2024).

SPECIFICATIONS:

Two (2) vacant structures at the above locations totaling 1,800 square feet of gross building area.

- 1) 5001 Wrightsville Avenue: 1,500 square foot house wood frame structure with fiber cement siding constructed approx. in 1978.
- 2) 5001 Wrightsville Avenue: 300 square feet out building with fiber cement siding constructed in approx. 1978.

Demolish the two (2) vacant buildings including the foundations, and all demolition rubbish.

During building demolition, site perimeter must be secured by contractor.

Grade, level and rake out stones/rocks larger and 2", root matter before applying seed and straw application to parcel in disturbed, non-impervious areas.

See attached documentation:

- Exhibit A – Subject Location & Aerial Maps & Structure Photos
- Exhibit B – Data Sheet
- Exhibit C – Sample Professional Services Agreement
- Exhibit D – ROW permit application
- Exhibit E – Asbestos Assessment

SPECIAL NOTES:

Contractors must comply with General Specifications.

**If awarded, demolition must be coordinated with Rip Murphy at
Richard.murphy@wilmingtonnc.gov, 910-756-7469.**

The contractor must contact Rip Murphy prior to beginning demolition.

No hazardous materials are expected to be present on-site. Should hazardous materials be identified before or during demolition activities, removal and disposal of such hazardous materials must be handled in accordance with established Federal, State, and Local regulations.

Contractor is responsible for asbestos abatement on the structures as described in the Asbestos Assessment.

Asbestos removal work must be performed in accordance with OSHA asbestos regulations, 29 CFR 1910 & 1926, and NESHAP asbestos regulations 40 CFR 61, subpart M and any other applicable Federal, State and local regulations. North Carolina regulations require the accreditation of personnel who work in the asbestos field and notification and permitting fees for asbestos removal projects as such the awarded contractor must utilize an accredited firm for the removal and disposal of all asbestos materials.

Any items remaining in the building after notice to proceed is given in writing shall be the property of the contractor and shall be disposed of. The value of these items shall be considered when submitting RFP Response.

1. All brick, aluminum, steel and other recyclable material will be trucked to recyclers.

2. Materials to be recycled will be shipped without commingling of different materials.
3. Trip tickets for each truckload of recycled materials will be obtained by contractor, indicating weight of shipment, material shipped, date of shipment, and name of person receiving. Tickets must be included in pay applications.
4. Glass does not require recycling, nor does misc. wood, doors, finishes, or roofing materials.
5. Log of recycled materials including trip tickets must be cataloged and delivered to Owner.
6. All materials from demolition will be property of contractor, except as noted. All stated recycled materials must be accounted for by trip tickets to independent recyclers.
7. Contractor is responsible for terminating electrical power to site and for disconnecting all utilities located at the site, including power from existing power poles, sewer, water, natural gas, etc.
8. Silt fence will be established by contractor at site perimeter, prior to demolition to control runoff from site as needed.

*** For questions or concerns for projects not listed, or for a contractors meeting, please contact the Project Manager and not the purchasing staff.**

GENERAL SPECIFICATIONS DEMOLITION WORK

- G-1. Scope: The work covered by these specifications consists of furnishing all labor, equipment, and materials necessary to demolish and remove from the premises the buildings listed on the attached.
- G-2. Removal of Debris: All debris of all descriptions shall be removed completely, including all materials above ground, all wood, chimneys, electrical, plumbing, and building rubbish shall be removed from the premises and disposed of by the Contractor **except as outlined in the Scope of Work.** All land fill fees, or disposal fees of any kind shall be paid for by the Contractor. All materials shall be disposed of in accordance with applicable state and federal law. Disposal by land filling shall be at a landfill that has obtained all permits as required by North Carolina law. **The entire site shall also be cleared of any debris, overgrown brush, trash, or other waste material. The Contractor shall leave the site very clean and free of all debris whether the debris is associated with the demolition or not. Live trees shall not be damaged or removed as part of the demolition.**
- G-3. Safety Requirements: The Contractor shall secure the area around the buildings by use of signs, barricades and personnel to assure that only authorized personnel will be on the site from the time of the beginning until completion. The Contractor shall not leave any part of the structure in a hazardous condition overnight or at any time. In addition, all rules and regulations of the Department of Labor, Occupational Safety and Health Administration, shall be abided by.
- G-4. Notification of Commencement of Work: The utility companies shall be notified by the Contractor and check made by them as to the location of any underground services on the site, and a proper disposition made prior to commencement of work.

The Contractor shall notify Duke Energy, Cape Fear Public Utility Authority, Spectrum, Piedmont Natural Gas and others as necessary to disconnect any service and remove any meters and lines from the buildings.

The Contractor shall cap off water and sewer lines in accordance with CFPUA policies.

- G-5. Grading of Site: After removal of all materials and debris from the site, as outlined in the scope of work, site should be graded flush with the existing elevations around the site so that no water will stand on the site. No wood will be allowed in any fill material used. The site shall be seeded with an approved grass seed and straw shall be spread over the site upon completion of all grading.
- G-6. Permit: The Contractor shall obtain, and pay for, a demolition permits from the Building Inspection office (City and/or County) prior to beginning work on this project.
- G-7. Salvage: The materials in building structures that the Contractor considers to be of value will become the properties of the Contractor and its value to be taken into consideration in determining his bid. The proposal shall list the items and indicate the

value attributed to any salvaged materials, personal property, fixtures or appurtenances found in or attached to the building structure.

The Contractor shall not sell, give away or otherwise distribute any hazardous or dangerous material including, but not limited to, wood coated with lead-based paint and chemicals. Hazardous and dangerous material shall be disposed of at the County landfill or other site approved for disposal of such materials which is approved by the EPA.

G-8. Commencement and Completion of Work: The commencement of this work for this structure shall begin no later than ten days after written notification to proceed is received from the Purchasing Manager. When work is started, it shall be continuous until completed. Payment shall be made after completion and acceptance of the work and a purchase order shall be issued.

G-9. Insurance: Before commencing work, Contractor shall obtain at his own expense and agrees to keep in effect during the life of this contract as a minimum requirement, the following insurance in a company or companies acceptable to the City.

- A. Workmen's Compensation and Occupational Disease Insurance meeting the statutory requirements of the State in which work is to be performed and Employer's Liability Insurance in an amount of at least \$1,000,000.
- B. Demolition Contractor's Liability Insurance with limits of: Bodily Injury - \$1,000,000 each person, \$1,000,000 each occurrence, \$1,000,000 aggregate. Property Damage - \$1,000,000 each occurrence, \$1,000,000 aggregate.

This insurance shall be on an occurrence basis and shall protect the Contractor against liability arising from his operations, operations by subcontractors, elevators, products, completed operations, and contractual liability assumed under the indemnity provisions above insured. XCU exclusions must be deleted when applicable to operations performed by Contractor or his subcontractors.

- C. Automobile Liability on occurrence basis covering all owned, non-owned, and hired automobiles for limits equal to those in B above.

NOTE: If contract requires higher limits, they will apply.

G-10. Insurance, Proof of Carriage: The Contractor shall furnish a schedule of insurance carried under this contract in the form of a document attested by the insurance carrier, stating and itemizing the several coverages as provided above. The insurance carriers shall also certify on these documents that they will notify the City by registered mail at least ten (10) days prior to any change, cancellation or lapse of these policies. This schedule shall be in six counterparts and when the contract is signed by the Contractor a copy thereof shall be inserted in each copy of the contract documents and, upon insertion, such shall become a part of such documents.

G-11. Subletting: The Contractor shall keep all work under his own control and shall not assign, by power of attorney or otherwise, nor sublet the work or any part thereof without the written consent of the City. Written consent by the City to sublet or assign any portion of the contract shall not relieve the Contractor of any responsibility for the fulfillment of the contract.

G-12. Release and Indemnity: To the fullest extent permitted by law, Contractor shall release, indemnify, keep and save harmless the City, its agents, officials and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials or employees of the City or third persons and to all property proximately caused by, incident to, resulting from, arising out of, occurring in connection with, directly or indirectly, the performance or nonperformance by Contractor (or by any person acting for the Contractor or for whom the Contractor is or is alleged to be in any way responsible), whether such claim may be based in whole or in part upon contract, tort (including alleged active or passive negligence or participation in the wrong), or upon any alleged breach of and duty or obligation on the part of the Contractor, its agents, officials and employees or otherwise. The provisions of the Section shall include any claims for equitable relief of for damages (compensatory or punitive) against the City, its agents, officials, and employees including alleged injury to the business of any claimant and shall include any all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses. Expenses as used herein shall include without limitation the costs incurred by the City, its agents, officials and employees, in connection with investigating any claim or defending any action and shall also include reasonable attorney's fees by reason of the assertion of any such claim against the City, its agents, officials or employees. The Contractor expressly understands and agree that any performance bond or insurance protection required by this agreement, or otherwise provided by the Contractor, shall in no way limit the Contractor's responsibility to release indemnify keep and save harmless and defend the City as herein provided. The intention of the parties is to apply and construe broadly in favor of the City the foregoing provisions subject to the limitations, if any, set forth in N.C.G.S. 22B-1.

G-13. Guarantee: The Contractor hereby agrees to guarantee, for a period of one year after date of final payment, the work accomplished under this contract to the extent that he will repair any defects due to faulty workmanship or materials which may appear in his work during this period.

G-14. Termination: In the event that review of the Contractor's performance shows non-conformance to the attached terms and conditions contained herein as a result of the Contractor's errors, omissions or negligent acts, the Contractor shall be in breach of this agreement and the City may take corrective action as it deems necessary including, but not limited to, withholding or reduction of payment. The City shall also have the right to suspend this agreement upon five (5) calendar days written notice to the Contractor. Such written notice shall state the reasons for suspension and allow for a review period of ten (10) days during which the Contractor shall be provided with an opportunity to respond with an explanation or justification and/or shall undertake any reasonable remedial action required by the City. If, in the opinion of the City, the Contractor remains in violation of this agreement at the completion of the five (5) day suspension period, the City shall have the right to terminate this agreement whereupon all obligations of the City to the Contractor shall cease. In the event this project is terminated prior to completion of the services by the Contractor, the Contractor shall be paid for services performed to the date of termination. In no event will the amount due Contractor in the event of termination exceed that amount set forth in Paragraph 4 of the official contract.

G-15. Personnel: It is mutually agreed that Contractor is an independent contractor and not an agent of the City, and as such the Contractor shall not be entitled to any City

employment benefits, such as, but not limited to, vacation, sick leave, insurance, workmen's compensation, or pension and retirement benefits.

G-16. Other Laws and Regulations: Contractor will comply with any and all applicable federal, state and local standards, regulations, laws statutes and ordinances regarding toxic, hazardous and solid wastes and any other pollutants; public and private nuisances; health or safety; and zoning, subdivision or other land use controls. Contractor will take all reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all relations and directives from the North Carolina Department of Human Resources. The United States Environmental Protection Agency, the North Carolina Department of Environmental Management, Health Departments, and any other federal, state or local agency having jurisdiction, to ensure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or conditions issued thereunder. CONTRACTOR specifically acknowledges and agrees that CONTRACTOR, and any subcontractors it uses, has complied with, and shall continue to comply with the provisions of the federal E-Verify program in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes. CONTRACTOR shall maintain adequate safeguards with respect to sensitive customer information in conformance with and pursuant to 16 C.F.R. §681.1 and in accordance with N.C. Gen. Stat. §132-1.10 and §75-65.

G-17. Non-Discrimination: Contractor will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this agreement because of race, creed, color, sex, age, disability, or national origin. To the extent applicable, Contractor will comply with all provisions of Executive Order No. 11246 the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state and local laws, ordinances, rules, regulations, orders, instructions, designations and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this agreement in whole or in part.

Respondent's Statement of Qualifications

All submittals to this RFP must demonstrate the requisite experience and expertise in providing demolition services for similar projects, the ability, and credentials to appropriately manage hazardous material such as asbestos during demolition as well as expertise in project management for local units of government. Firms should also provide materials which exhibit the Firm's credentials and ability to safely conduct the professional demolition services discussed herein.

RFP Response Timeline

The RFP process shall adhere to the following schedule.

RFP Process	Date	Time
Advertise RFP	10-18-2024	3:00 PM
Due Date for Questions	10-28-2024	5:00 PM
Q&A Posted to Website	10-31-2024	5:00 PM
RFP Due Date	11-05-2024	3:00 PM

Note: All times shown as Eastern Standard Time (EST).

Pre-Proposal Questions

Questions concerning the specifications in this Request for Proposals should be directed to the Project Manager. Questions will be received until **Monday, October 28, 2024, at 5:00PM**. An addendum summarizing all questions and answers will be posted to the City's website the following week.

Project Manager for the City of Wilmington
Rip Murphy
Project Manager
Email: Richard.murphy@wilmingtonnc.gov
Phone: 910-765-7469

Proposal Submittal Requirements

Proposals must follow the format as defined in the section marked "Proposal Format."

Proposals must be enclosed in a sealed envelope or package and clearly marked: "**RFP NO. S6-1024** 5001 Wrightsville Avenue, Wrightsville Avenue Demolition." RFP Submission must be received by the City on or before **3:00 PM, Tuesday, November 05, 2024**. Deliver Proposals to the Purchasing Manager at following mailing / physical address:

City of Wilmington
Attention: Christine R. Karem, Sr. Contract Specialist – M/WBE Coordinator
929 N Front Street., 10th Floor
Wilmington, NC 28401

Proposals received after the "RFP Due Date" deadline above will not be considered and will be returned unopened to the return address on the submission envelope. The outside of the submittal package must be clearly marked. The City reserves the right to reject any or all proposals for any reason and to waive any informality it deems in its best interest. Any requirements in the RFP that cannot be met must be indicated in the statement of qualification. Respondents must respond to the entire Request for Proposal. Any Proposals received by the City that are incomplete in their responses will be immediately disqualified. Please submit a complete proposal responding to all the required information requested. Incomplete proposals will be considered non-responsive and subject to rejection.

Rights to Submitted Material

All statements, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by Proposers (other than materials submitted as and qualifying as trade secrets under North Carolina Law) shall become the property of the City when received and the entire statement of qualification shall be subject to the public records laws of the State of North Carolina except where a proper trade secrets exception has been made by the Proposer in accordance with the procedures allowed by North Carolina Law and marked in bold "Confidential." The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Proposer of the conditions contained in this Request for Proposal.

The City reserves the right to make an award without further discussion of the proposal submitted. The City shall not be bound or in any way obligated until both parties have executed a contract. The City also reserves the right to delay the award of a contract or to not award a contract.

Total Bid amount, including all aspects of the demolition, debris, asbestos and other items referenced in the bid document.

\$ _____ (total cost of all services in scope of work)

_____ (completion time, in consecutive calendar days)

Asbestos Abatement firm: _____

RFP NO. S6-1024
5001 Wrightsville Avenue Demolition

PROPOSER'S CERTIFICATION

Proposer's Signature: _____ **Date:** _____

By signing above, I certify that I have carefully read and fully understand the information contained in this RFP, that I have the capability to successfully undertake and complete the responsibilities and obligations of the Request for Proposal being submitted, and that I have the authority to submit this RFP on behalf of my organization. It is the proposer's responsibility to assure that all addenda have been reviewed prior to proposal submission.

BY (Printed): _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

The proposer supplies the information recorded below for use in the preparation of the contract documents, in event of contract award:

1. Please indicate type of business organization:

- (a) Proprietorship _____
- (b) Partnership _____
- (c) Corporation _____
- (d) Limited Liability Co. _____

2. If business is a Corporation, please answer the following questions: Name and title of officers, authorized by Corporate Resolution, who will execute the contract on behalf of corporation (generally President and Secretary).

3. If business is a Partnership, please answer the following: Name in full or all general partners and addresses:

Is this a limited or general partnership? _____

If a limited partnership, what is state of registration? _____

If business is a foreign limited partnership, does business have a certificate of authority from the North Carolina Secretary of State? _____

4. If business is a Proprietorship, please answer the following:

Name of owner: _____

5. If business is a limited liability company, please answer the following: List the names and title of managers or member-managers who will execute the contract on behalf of the company? _____

What is state of organization? _____

If business is a foreign limited liability company, does business have a certificate of authority from the North Carolina Secretary of State? _____

6. For all bidders:

If the business operates under an assumed name, what is the assumed name?

Has a certificate of assumed name been filed in the New Hanover County Registry?

If so, please provide the recording information:

Deed Book _____ at Page _____

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

**AFFIDAVIT AND CERTIFICATE OF
NON-COLLUSION, NON-SUSPENSION AND NON-CONVICTION**

The undersigned, being first duly sworn, deposes and says:

1. I understand that for the purposes of this affidavit, the term "bidder" shall include the person(s), firm(s), or corporation(s) signing this affidavit, the undersigned's subcontractor(s), subsidiary(ies) and affiliate(s) and any officer, director, employee or agent of the bidder; and the term "conviction" shall include guilty pleas, pleadings of nolo contendere and similar pleas.

2. This Affidavit and Certificate is made in accordance with Article 3 of Chapter 133 of the North Carolina General Statutes; I certify that this proposal is made without prior understanding, agreement, or connection with any person(s), firm(s), or corporation(s) making bids or proposals; I further certify that the bidder has not entered into any agreement with any other bidder or prospective bidder or with any other person(s), firm(s) or corporation(s) relating to the price named in said proposal, nor any agreement or arrangement under which any person(s), firm(s) or corporation(s) is to refrain from bidding, nor any agreement or arrangement for any act or omission in restraint of free competition among bidders; I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and I further certify that the bidder will abide by all terms of this bid or proposal.

3. The bidder is not suspended or debarred from bidding by any federal or state governmental agency that is providing funds for this contract.

4. The bidder is not presently charged in an indictment or information with engaging in any conspiracy, combination, or other unlawful act in restraint of trade or any similar charges in any federal court or a court of this or any other state.

5. The bidder, within one year immediately preceding the date of this affidavit, has not been convicted of charges or engaging in any conspiracy, combination, or other unlawful act in restraint of trade or similar charges in any federal court or a court of this or any other state.

6. If, during the time of this proposal, from the date advertised to the date bids are opened, the bidder is indicted or convicted of bid-rigging, I understand this proposal shall be rejected and not considered for award.

7. I hereby affirm that all information contained in this affidavit is true, correct, accurate and complete, and any untrue, incorrect, inaccurate or incomplete statements will result in the disqualification and rejection of this proposal. I certify that I am authorized to sign this bid and to make the representations set forth herein on behalf of myself and the bidder.

This the _____ day of _____, 2023.

COMPANY NAME _____

BY: _____

Owner, Partner, or Corporate President, Vice President or Assistant
Vice President only)

ATTEST:

(Secretary, Assistant Secretary,
Cashier or Assistant Cashier
only)

(CORPORATE SEAL)

(TO BE EXECUTED ON BEHALF OF THE CONTRACTOR)

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public, certify that
(Name)

_____ personally came
(Name of Secretary, Assist. Sec., Cashier, Assist. Cashier)

before me this day and acknowledged that he (she) is _____
(Secretary, Assist. Sec.,

_____ of _____, a
Cashier, Assist. Cashier) (Name of Corporation)

corporation, and that by authority duly given and as the act of the corporation, the foregoing Affidavit

was signed in its name by its _____,
(President, Vice President, Assist. Vice President)

sealed with its corporate seal, and attest by himself (or herself) as its

_____.
(Secretary, Assist. Sec., Cashier, Assist. Cashier)

WITNESS my hand and official seal, this the _____ day of _____, 2023.

Notary Public

My Commission Expires: _____

(NOTARY SEAL)

GENERAL TERMS AND CONDITIONS OF PROFESSIONAL SERVICES AGREEMENT

1. Purpose. The CITY hereby employs the CONTRACTOR to furnish all labor, materials and equipment to perform all work in manner and form as specified by the attached plans, specifications and documents consisting of, but not limited to: Proposal, Contract, any plans or drawings which are made a part hereof as if fully contained herein for the demolition of the structures which are incorporated as if fully set out, for the following:

5001 Wrightsville Avenue Demolition as specified herein and on the plans, specifications, contract documents, drawings, addenda and change orders (if any).

2. Term of Contract/Liquidated Damages. The CONTRACTOR shall commence the work to be performed under this contract within ten (10) days of receipt of a written Notice to Proceed from the Chief Code Enforcement Officer and shall complete all work hereunder within 90 calendar days of the date of beginning. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of \$230.00 for each consecutive calendar day thereafter.
3. Permits. CONTRACTOR shall obtain a required permits prior to beginning work on this project.
4. Notification of Commencement of Work. The utility companies shall be notified by CONTRACTOR to check as to the location of any underground services on the site, and a proper disposition made prior to commencement of work. The CONTRACTOR shall notify electric, water, natural gas, telephone, cable, and other utilities as necessary to disconnect any service and remove any meters and lines from the buildings.

The CONTRACTOR shall cap off water and sewer lines in accordance with CFPUA policies.

5. Safety Requirements. CONTRACTOR shall secure the area around the buildings by use of signs, barricades, and personnel to assure that only authorized personnel will be on the site from the time of the beginning until completion. CONTRACTOR shall not leave any part of the structure in a hazardous condition overnight or at any time. In addition, CONTRACTOR shall abide by all rules and regulations of the Department of Labor, Occupational Safety and Health Administration.
6. Removal of Debris. All debris of all descriptions shall be removed completely, including all materials above ground, all wood, chimneys, electrical, plumbing, and building rubbish shall be removed from the premises and disposed of by the CONTRACTOR except as outlined in the Scope of Work All land fill fees or disposal fees of any kind shall be paid for by the Contractor. All materials shall be disposed of in accordance with applicable state and federal law. Disposal by land filling shall be at a landfill that has obtained all permits as required by North Carolina law. The entire site shall also be cleared of any debris, overgrown brush, trash, or other waste material. The CONTRACTOR shall leave the site very clean and free of all debris whether the debris is associated with the demolition or not. Live trees shall not be damaged or removed as part of the demolition.

7. Removal of Hazardous Materials. Removal and disposal of any hazardous materials, such as asbestos and lead paint, must be handled in accordance with established Federal, State, and Local regulations. Asbestos removal must be performed in accordance with OSHA asbestos regulations, 29 CFR 1910 & 1926, and NESHA asbestos regulations 40 CFR 61, subpart M, and any other applicable Federal, State, and Local regulations. North Carolina regulations require the accreditation of personnel who work in the asbestos field and notification and permitting fees for asbestos removal projects such as the CONTRACTOR must utilize an accredited firm for the removal and disposal of all asbestos materials. Hazardous materials shall be disposed of at the County landfill or other site approved for the disposal of such materials as approved by the EPA.
8. Salvage and Historic Architectural Components. The materials in the building that the CONTRACTOR considers to be of value will become the property of the CONTRACTOR. CONTRACTOR shall make all reasonable efforts to preserve historic architectural components for sale or donation. The CONTRACTOR shall not sell, give away, or otherwise distribute any hazardous material, including, but not limited to, wood coated with lead-based paint and chemicals.
9. Grading of Site. After removal of all materials and debris from the site, except as outlined in the scope of work, the site shall be graded flush with the existing elevations around the site so that no water will stand on the site. No wood will be allowed in any fill material used. The site shall be seeded with an approved grass seed and straw shall be spread over the site upon completion of all grading.
10. Extra Work. In the event extra work is necessary, not set forth or contemplated in this contract, the CONTRACTOR agrees to faithfully perform all such work under a written change order from the CITY, setting forth and describing fully the work to be done, payment terms, and additional time to complete demolition, if appropriate.
11. Compensation. The CITY hereby agrees to pay to CONTRACTOR the amount not to exceed _____ dollars (\$_____) for services as provided herein. Payment will be made within thirty (30) days after receipt of an approved invoice.
12. Insurance.
 - a. **COMMERCIAL GENERAL LIABILITY:** CONTRACTOR shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit. CGL insurance shall be written on Insurance Services Office (ISO) "occurrence" form CG 00 01 covering Commercial General Liability or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
 - b. CONTRACTOR shall maintain for the life of the contract Worker's Compensation Insurance as required by the state of North Carolina and Employer's Liability Insurance in a minimum amount of \$1,000,000.

c. CONTRACTOR shall maintain Demolition Contractor's Liability Insurance with minimum limits of \$1,000,000 each occurrence for bodily injury and property damage. Insurance shall be on an occurrence basis and shall protect the CONTRACTOR against liability arising from his operations, operations by subcontractors, elevators, products, completed operations, and contractual liability assumed under the indemnity provisions of this contract. XCU exclusions must be deleted when applicable to operations performed by CONTRACTOR or his subcontractors.

d. CONTRACTOR shall maintain Automobile Liability Insurance with a minimum limit of \$1,000,000 each accident, covering all owned, non-owned, and hired automobiles used in performing work under this contract.

e. CONTRACTOR shall furnish the CITY with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage until all operations under this contract are deemed complete. f. The City of Wilmington, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL, including liquor liability, by endorsement CG 20 11 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of the CONTRACTOR; and under the commercial umbrella, if any.

g. The CONTRACTOR's Commercial General Liability, insurance shall be primary as respects the City of Wilmington, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by the City of Wilmington, its officers, officials, and employees shall be excess of and not contribute with the CONTRACTOR's insurance. h. The insurer shall agree to waive all rights of subrogation against the City of Wilmington, its officers, officials, agents, and employees.

13. Guarantee. CONTRACTOR hereby agrees to guarantee, for a period of one year after date of final payment, the work accomplished under this Contract. CONTRACTOR agrees to repair at no cost to the CITY any defects due to faulty workmanship or materials which may appear in his work during this period.

14. Release and Indemnity. To the fullest extent permitted by law, the CONTRACTOR shall release, indemnify, keep and save harmless the CITY, its agents, officials and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials or employees of the CITY or third persons, and to all property proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, the performance or nonperformance by CONTRACTOR (or by any person acting for the CONTRACTOR or for whom the CONTRACTOR is or is alleged to be in any way responsible), whether such claim may be based in whole or in part upon contract, tort (including alleged active or passive negligence or participation in the wrong), or upon any alleged breach of any duty or obligation on the part of the CONTRACTOR, its agents, officials and employees or otherwise. The provisions of this Section shall include any claims for equitable relief or for damages (compensatory or punitive) against the CITY, its agents, officials, and employees including alleged injury to the business of any claimant and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses. Expenses as used herein shall include without limitation the costs incurred by the CITY, its agents, officials and employees, in connection

with investigating any claim or defending any action, and shall also include reasonable attorneys' fees by reason of the assertion of any such claim against the CITY, its agents, officials or employees. The CONTRACTOR expressly understands and agrees that any performance bond or insurance protection required by this agreement, or otherwise provided by the CONTRACTOR, shall in no way limit the CONTRACTOR'S responsibility to release, indemnify, keep and save harmless and defend the CITY as herein provided. The intention of the parties is to apply and construe broadly in favor of the CITY the foregoing provisions subject to the limitations, if any, set forth in N.C.G.S. § 22B-1.

15. Personnel. It is mutually agreed that CONTRACTOR is an independent contractor and not an agent of the CITY, and as such the CONTRACTOR shall not be entitled to any CITY employment benefits, such as, but not limited to, vacation, sick leave, insurance, workmen's compensation, or pension and retirement benefits.
16. Conflict of Interest. No paid employee of the CITY shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this agreement.
17. Non-Waiver of Rights. It is agreed that the CITY'S failure to insist upon the strict performance of any provision of this agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this agreement.
18. Suspension or Termination of Agreement.
 - a. In the event that review of CONTRACTOR's performance shows non-conformance to the attached scope of service or other terms or conditions contained herein as a result of the CONTRACTOR's errors, omissions, or negligent acts, the CONTRACTOR shall be in breach of this contract and the CITY may take corrective action as it deems necessary including, but not limited to, withholding or reduction of payment.
 - b. CITY shall also have the right to suspend this contract upon written notice to the CONTRACTOR. Such suspension may be made for any of the following reasons: (i) violations or non-compliance with the contract terms, (ii) violations of OSHA laws or regulations, (iii) violations of Federal or State environmental and health laws or regulations, (iv) operating CITY valves without permission, (v) moving CITY supplied water meters without permission, (vi) failure to adequately plan for the protection of underground utilities during construction, (vii) violation of any CITY ordinances or regulations, or (viii) verbal abuse of any CITY employees or others. In addition, any such violations may result in the CONTRACTOR being disqualified from bidding on future CITY projects. The written notice of suspension shall state the reasons for suspension and allow for a review period of ten (10) 20 days during which the CONTRACTOR shall be provided with an opportunity to respond with an explanation or a justification, and/or shall undertake any reasonable remedial action required by the CITY. If, in the opinion of the CITY, the CONTRACTOR has not addressed the reasons for suspension at the completion of the ten (10) day suspension period, the CITY shall have a right to terminate this contract whereupon all obligations of the CITY to the CONTRACTOR shall cease.
 - c. CITY may, at any time, terminate this contract for the convenience and without cause. Upon receipt of written notice from the CITY of such termination, CONTRACTOR shall (i) cease operations as directed by CITY in the notice; (ii) take actions necessary, or that the CITY may direct, for the protection and preservation of the work; and (iii) except for work

directed to be performed prior to the effective date of termination stated in the notice, terminate all existing sub-contracts and purchase orders and enter into no further sub-contracts and purchase orders. CONTRACTOR shall be paid for services performed to the date of termination and costs incurred by reason of such termination, but such costs shall not include anticipated profit on unperformed work. In no event will the amount due CONTRACTOR in the event of termination for convenience exceed that amount set forth in Paragraph 11 of this contract.

d. Nothing contained herein shall prevent the CITY from pursuing any other remedy which it may have against the CONTRACTOR, including claims for damages.

19. Contract Disputes. In accordance with N.C.G.S. § 143-128.1(8) the parties agree to mediate contract disputes in excess of \$15,000.00. Within ten (10) days of such contract disputes, the parties shall select a mediator that is certified pursuant to all of the parties involved in the dispute. If the parties cannot agree on a mediator or do not timely select a mediator, the CITY shall select the mediator. The parties and the mediator shall agree upon the mediator's rate of compensation. The parties to the dispute shall share in the payment of the mediator's compensation with the CITY paying a minimum of one-third of the compensation if the CITY is a party to the dispute.

20. Assignment. No party shall sell or assign any interest in or obligation under this Agreement without the prior express written consent of all the parties, such consent shall not be unreasonably withheld. Provided, however, that this Agreement may be assigned by the Company to a wholly owned subsidiary of the Company, without the consent of all other parties, provided that the Company will guarantee the performance by the Subsidiary of the obligations due under this Agreement.

21. Subcontracts. The CONTRACTOR shall utilize no subcontracts for carrying out the services to be performed under this agreement without the written approval of the CITY.

22. Entire Agreement. This Agreement, including any Exhibits attached, which are incorporated herein and made a part hereof, constitutes the entire contract between the parties, and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon this agreement that are not set forth herein. This Agreement shall not be altered or amended except in writing signed by all Parties.

23. Binding Effect. The agreement shall be binding upon the heirs, successors, assigns, agents, officials, employees, independent contractors, and subcontractors of the parties.

24. Continuing Obligation. The parties will make and execute all further instruments and documents required to carry out the purposes and intent of the agreement.

25. Reference. Use of the masculine includes feminine and neuter, singular includes plural; and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope of intent of the agreement.

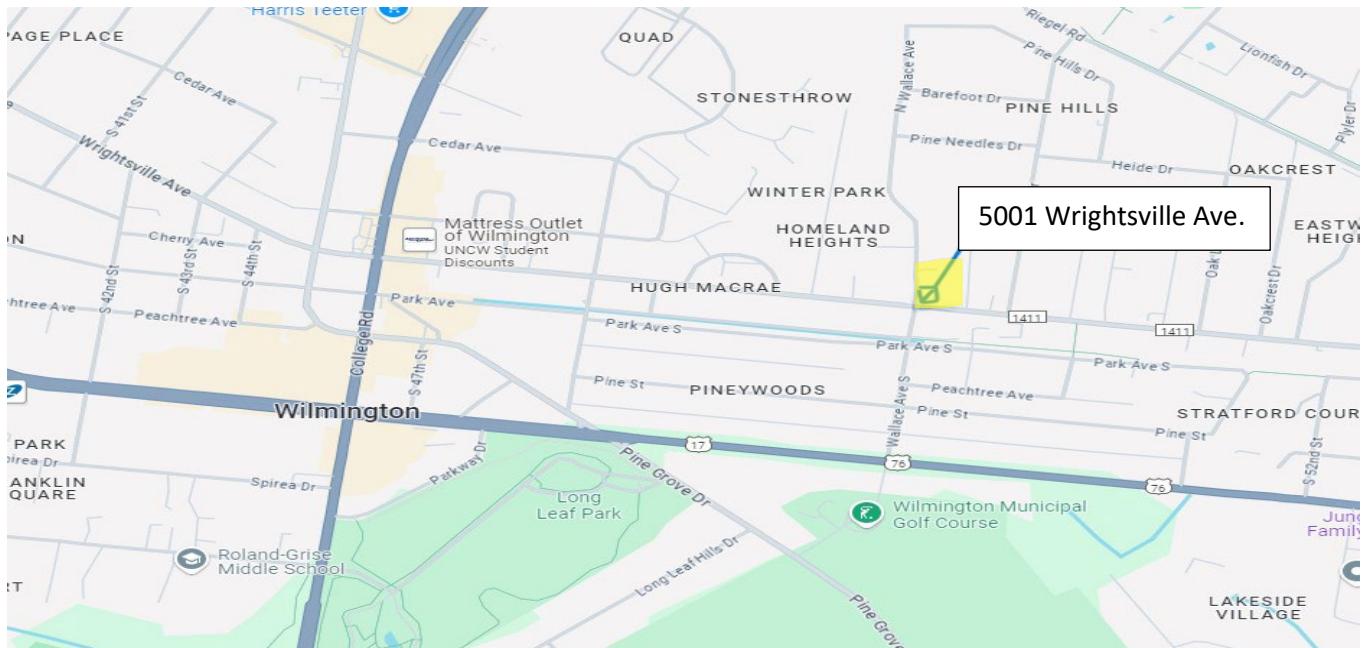
26. Interpretation. All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard.

27. Saving Clause. If any section, subsection, paragraph, sentence, clause, phrase or portion of this contract is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.
28. Other Laws and Regulations. CONTRACTOR will comply with any and all applicable federal, state and local standards, regulations, laws, statutes and ordinances including those regarding toxic, hazardous and solid wastes and any pollutants; public and private nuisances; health or safety; and zoning, subdivision or other land use controls. CONTRACTOR will take all reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all relations and directives from the North Carolina Department of Human Resources, the United States Environmental Protection Agency, the North Carolina Department of Environmental Quality, Health Departments, and any other federal, state or local agency having jurisdiction, to insure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or conditions issued thereunder. CONTRACTOR specifically acknowledges and agrees that CONTRACTOR, and any subcontractors it uses, has complied with and shall continue to comply with the provisions of the federal E-Verify program in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes. CONTRACTOR shall maintain adequate safeguards with respect to sensitive customer information in conformance with and pursuant to 16 C.F.R. § 681.1 and in accordance with N.C.G.S. § 132-1.10 and § 75-65.
29. Interpretation/Governing Law. All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina without regard to any conflicts of law principles and subject to the exclusive jurisdiction of federal or state courts within the State of North Carolina. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard. The place of this Agreement, its situs and forum, shall be Wilmington, New Hanover County, North Carolina, and in said County and State shall all matters, whether sounding in contract or tort relating to the validity, construction, interpretation, or enforcement of this Agreement be determined.
30. Non-Discrimination. CONTRACTOR will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this agreement because of race, creed, color, sex, age, disability or national origin. To the extent applicable, CONTRACTOR will comply with all provisions of Executive Order No. 11246, the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state and local laws, ordinances, rules, regulations, orders, instructions, designations and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this agreement and may result, at CITY'S option, in a termination or suspension of this agreement in whole or in part.
31. Authority to Act. Each of the persons executing this Agreement on behalf of CONTRACTOR does hereby covenant, warrant and represent that the CONTRACTOR is a duly organized and validly existing legal entity authorized to transact business within the State of North Carolina, that the CONTRACTOR has full right and authority to enter into this Agreement,

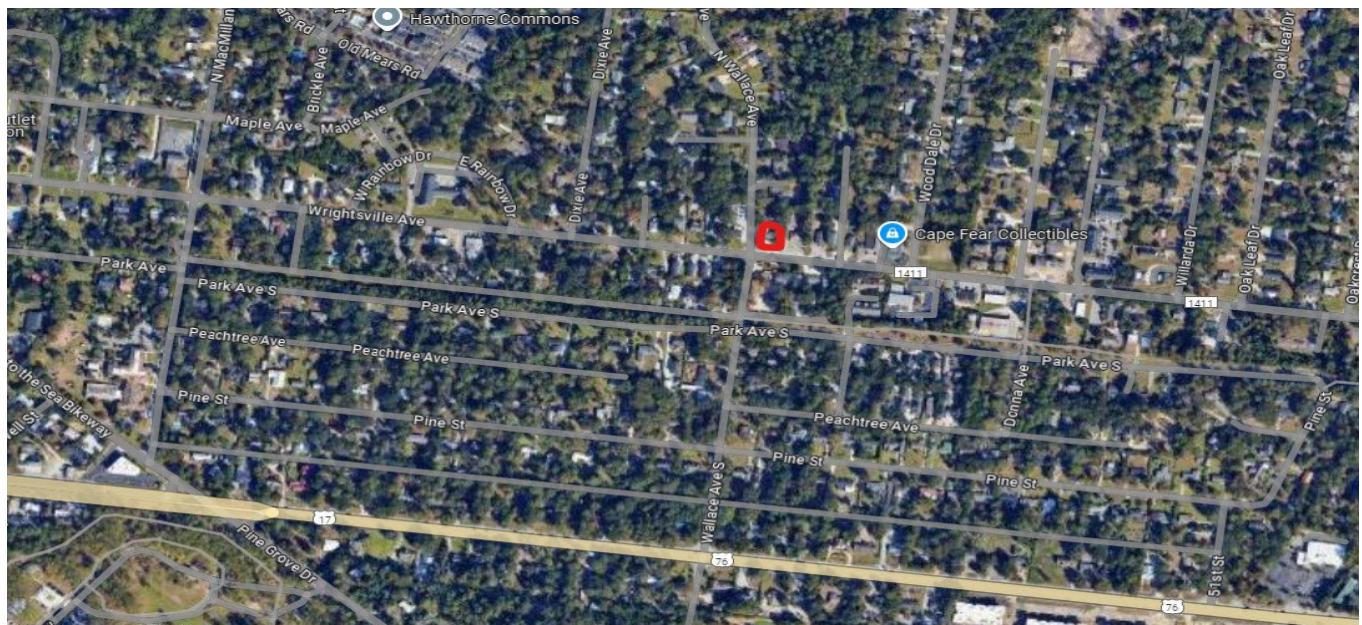
and that each and all persons signing on behalf of the CONTRACTOR were authorized to do so.

32. Counterparts. This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.

EXHIBIT A
SUBJECT LOCATION MAP



SUBJECT AERIAL MAP



PHOTOS OF STRUCTURES

EXHIBIT A



EXHIBIT A

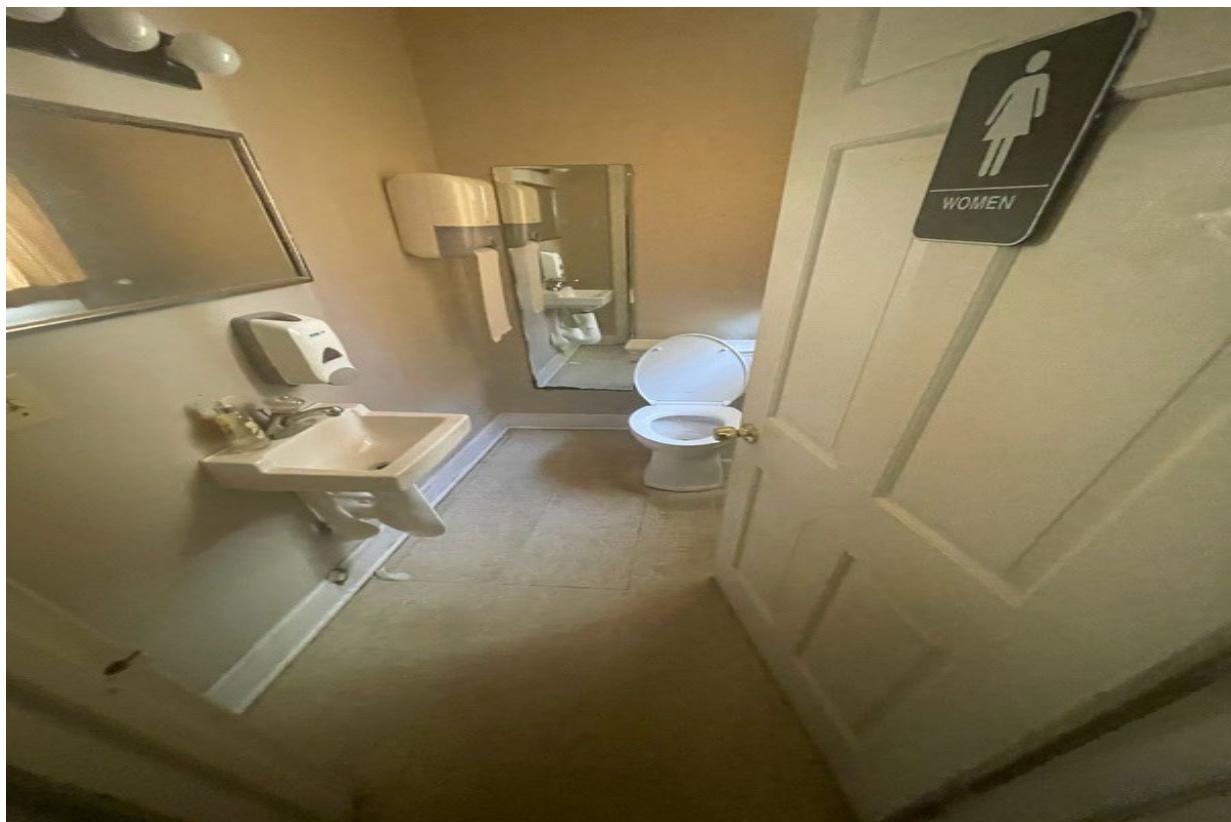


EXHIBIT A



EXHIBIT A



EXHIBIT B

Data Sheet

Inspector / CEO: Rip Murphy Phone: (910) 765-7469 / (910) 660-6176

Property Address: 5001 Wrightsville Avenue, Wilmington, NC 28401

Property Owner:
(all owners of record) City of Wilmington

Type of Structure(s): Two (2) structures located at the addresses above totaling 1,800 square feet (1,500 SF and 300 SF). Both structures are constructed of wood frame, fiber cement siding, with foundations.

Number of Stories: Single story

Square Footage: 1,500 square foot residential house constructed 1978

Asbestos: See Exhibit E – Asbestos Assessment, Dated: September 06, 2024

Exterior siding: Varies: Brick, Wood, Fiber Cement Siding.

Foundation: Concrete Slab and/or Brick/Block

Historic District: No

ASBESTOS SURVEY



PROPOSED ROUNDABOUT

5001 WRIGHTSVILLE AVENUE
WILMINGTON, NORTH CAROLINA 28403

ECS PROJECT NO. 49:233987

FOR: CITY OF WILMINGTON

SEPTEMBER 6, 2024





Geotechnical • Construction Materials • Environmental • Facilities

"One Firm. One Mission."

September 6, 2024

Mr. Richard Murphy
City of Wilmington
929 N Front Street, Second Floor
PO Box 1810 (28403)
Wilmington, North Carolina 28401
richard.murphy@wilmingtonnc.gov

ECS Project No. 49:233987

Reference: Asbestos Survey, Proposed Roundabout, 5001 Wrightsville Avenue, Wilmington, North Carolina

Dear Mr. Murphy:

ECS Southeast, LLC (ECS) is pleased to provide City of Wilmington with the results of the above referenced Asbestos Survey performed at the Proposed Roundabout site located at 5001 Wrightsville Avenue in Wilmington, North Carolina. This report summarizes our observations, analytical results, findings, and recommendations related to the work performed. The work described in this report was performed by ECS in general accordance with the Scope of Services described in ECS Proposal Number 49:46043P and the terms and conditions of the agreement authorizing those services.

ECS appreciates this opportunity to provide the City of Wilmington with our services. If we can be of further assistance to you, please do not hesitate to contact us.

Sincerely,

ECS Southeast, LLC

Braxton B. Dawson
Environmental Project Manager
bdawson@ecslimited.com
910-686-9114

Lindsey Thompson, REM
Environmental Principal
lthompson@ecslimited.com
864-987-1810

6714 Netherlands Drive, Wilmington, North Carolina 28405 • T:910-686-9114

NC Engineering No. F-1519 NC Geology No. C-553

ECS Florida, LLC • ECS Mid-Atlantic LLC • ECS Midwest, LLC • ECS Pacific, Inc. • ECS Southeast, LLC • ECS Southwest, LLP
ECS New York Engineering, PLLC - An Associate of ECS Group of Companies • ecslimited.com

"ONE FIRM. ONE MISSION."

EXECUTIVE SUMMARY

The subject property is developed with a single-family residence located at 5001 Wrightsville Avenue in Wilmington, New Hanover County, North Carolina. Based on the information available, the building comprises approximately 1,500 square feet of space and was constructed in 1978. There is also an approximately 300-square-foot detached garage/shed on the property. The buildings are currently vacant and scheduled for demolition for the proposed construction of a traffic circle at the intersection of Wrightsville Avenue and Wallace Avenue in Wilmington, North Carolina. The City of Wilmington has contracted ECS to conduct an asbestos survey of the building prior to the scheduled demolition.

The purpose of the Asbestos Survey was to identify asbestos-containing materials (ACM) which require special handling and/or disposal if disturbed during construction activities. The identification of ACMs requires trained labor, regulated work practices, and special disposal.

On August 29, 2024, Mr. Braxton B. Dawson, an accredited inspector, performed the asbestos assessment. Bulk samples were submitted to Scientific Analytical Institute, Inc. (SAI) in Greensboro, North Carolina for analysis via Polarized Light Microscopy (PLM) in accordance with the current EPA-600 methodology.

In total, 23 bulk samples from 10 homogeneous areas were submitted to the laboratory, of which 30 layers were analyzed. Based on the laboratory analysis of the bulk samples collected during the survey, one material was reported to contain asbestos.

The following material was reported to be asbestos-containing:

- Wavey fiber cement siding, 3,200 square feet.

Due to inaccessibility or the destructive means that asbestos sampling requires, unseen ACMs may remain within the building hidden behind inaccessible areas, which include, but are not limited to, sub-grade walls, structural members, topping slabs, sub-grade sealants, flooring located below underlays, areas behind exterior walls, pipe trenches, and subsurface utilities.

If suspect materials are discovered during construction activities, they should be presumed to contain asbestos and be treated as ACMs or be sampled immediately upon discovery and prior to disturbance for asbestos content by an accredited or certified asbestos inspector in accordance with 29 Code of Federal Regulations (CFR) 1926.1101.

Recommendations regarding the removal and disposal of the ACM identified by ECS can be found in Section 5.0 of this report.

The executive summary is an integral portion of this report, however, ECS recommends the report be read in its entirety.

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Appendix III: Asbestos Bulk Sample Results

Appendix IV: Certifications/Licenses

1.0 SITE DESCRIPTION

The subject property is developed with a single-family residence located at 5001 Wrightsville Avenue in Wilmington, New Hanover County, North Carolina. Based on the information available, the building comprises approximately 1,500 square feet of space and was constructed in 1978. There is also an approximate 300-square-foot detached garage/shed on the property. The buildings are currently vacant and scheduled for demolition for the proposed construction of a traffic circle at the intersection of Wrightsville Avenue and Wallace Avenue in Wilmington, North Carolina. The City of Wilmington has contracted ECS to conduct an asbestos survey of the building prior to the scheduled demolition.

2.0 PURPOSE

The purpose of the Asbestos Survey was to identify asbestos-containing materials (ACM) which require special handling and/or disposal if disturbed during construction activities. The identification of ACMs require trained labor, regulated work practices, and special disposal.

3.0 METHODOLOGY

ECS performed the authorized Scope of Services in general accordance with our proposal, standard industry practice(s) and methods specified by regulation(s) for the identification of ACMs.

3.1 Asbestos-Containing Materials

The invasive asbestos survey was performed by Mr. Braxton B. Dawson (NC Asbestos Inspector No. 12830) on August 29, 2024. The survey consisted of observing the accessible areas of the building for the presence of suspect materials that may contain asbestos. The survey involved detecting both friable materials (materials that can be pulverized or reduced to a powder by hand pressure when dry) and non-friable materials (materials that pose a hazard when sawn, sanded, drilled, or pulverized). Homogeneous materials (based on material type, color, texture, etc.) were identified during the survey.

The EPA National Emissions Standard for Hazardous Air Pollutants (NESHAP) requires a survey for asbestos before renovation or demolition. Demolition is defined under NESHAP as the removal of a load-bearing structural member, and renovation is an action that disturbs building materials. Based on requirements under NESHAP and the North Carolina Asbestos Hazard Management Program (AHMP), administered by the Health Hazards Control Unit (HHCU) for renovation or demolition activities, ECS conducted a limited survey for potential ACM. The ACM survey was limited in that we did not conduct demolition, such as jack/sledgehammering, to expose potentially concealed materials. Samples were collected in general accordance with Environmental Protection Agency (EPA) Standard 40 CFR 763 Subpart E, Asbestos Hazard Emergency Response Act (AHERA), and Occupational Safety and Health Administration (OSHA) Standard 29 CFR 1926.1101 Inspection Protocol.

Representative bulk samples were collected, placed in sealed packages, and submitted to SAI for analysis using the Environmental Protection Agency (EPA) recommended method of Polarized Light Microscopy (PLM) coupled with dispersion staining (Method No. EPA 600/R-93/116). SAI participates in

the National Voluntary Laboratory Accreditation Program (NVLAP). Their NVLAP accreditation number is 200664-0. Several of the samples were layered and analyzed as multiple samples. EPA regulations require collecting multiple samples of each homogeneous area for laboratory analysis. The material type, sample location, and analytical results of each bulk sample are also summarized in the attached Asbestos Bulk Analysis report in **Appendices**.

Samples were analyzed using the "Positive Stop" methodology. If one sample of a homogeneous material is reported to contain asbestos, the remaining samples are not analyzed. If one sample of a material from a homogeneous area is reported to contain greater than 1% asbestos, then by EPA definition, it is characterized as an ACM regardless of additional analysis.

During the survey, ECS attempted to identify suspect ACMs in readily accessible areas. However, due to the destructive means required to identify some materials, certain areas were deemed inaccessible (i.e. behind walls or sub-grade materials) and were not surveyed for suspect ACMs.

4.0 RESULTS

The following is a summary of laboratory results, findings and observations.

4.1 Asbestos Sampling

In total, 23 bulk samples from 10 homogeneous areas were submitted to the laboratory, of which 30 layers were analyzed.

An ACM is defined as any material containing more than one percent (>1%) asbestos as determined using the method specified in Appendix E, Subpart E, 40 CFR Part 763, Section 1, PLM. Materials are categorized by the U.S. EPA in the following categories:

- Friable ACMs are defined as any ACM that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure. Non-friable ACMs are defined as any ACM that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.
- Category I non-friable ACMs include packings, gaskets, resilient floor coverings, and asphalt roofing products containing more than one percent (>1%) asbestos.
- Category II non-friable ACM are listed as any material, excluding Category I non-friable ACM, containing more than one percent (>1%) asbestos.

Regulated Asbestos Containing Materials (RACM) are friable ACM or non-friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading or has crumbled, been pulverized, or reduced to powder in the course of renovation and/or demolition operations.

SAI submitted a signed final laboratory report to ECS on September 5, 2024. One of the bulk samples submitted for analysis were reported to contain asbestos in detectable concentrations. A complete list of the sampled materials submitted for analysis and material locations are included below. Photographs of representative building materials are located at the end of this report.

Asbestos Bulk Sample Locations and Analysis Results

Sample ID	Material Location	Material Description	Analytical Results	Category	Estimated Quantity
HA-1-1,2	Main House	Drywall and Joint Compound	None Detected	N/A	2,000 Square Feet
HA-2-1,2	Interior - Except Living Room	Beige VCT + Mastic	None Detected	N/A	1,200 Square Feet
HA-3-1,2	Addition	Drywall and Joint Compound	None Detected	N/A	620 Square Feet
HA-4-1,2,3,4,5	Living Room and Kitchen	Plaster	None Detected	N/A	620 Square Feet
HA-5-1,2	Wavy Exterior House + Shed	Fiber Cement Siding	20% Chrysotile	Friable	3,200 Square Feet
HA-6-1,2	Shed	Roof Shingles	None Detected	N/A	100 Square Feet
HA-7-1,2	Addition	Straight Lap Siding	None Detected	N/A	650 Square Feet
HA-8-1,2	Exterior Windows	Window Glazing	None Detected	N/A	20 Windows
HA-9-1,2	Exterior Windows	Window Glazing	None Detected	N/A	3 Windows
HA-10-1,2	House	Roof Shingles - House	None Detected	N/A	1,400 Square Feet

The above provided approximate quantities of the identified ACMs are for informational purposes only and should not be used for bidding purposes. ECS does not warranty or guarantee the estimated quantities provided. The contractors bidding on asbestos abatement work should visit the site prior to bidding to field verify the estimated quantities of ACMs and become familiar with the site conditions and address any technical or engineering considerations with respect to asbestos removal in their bids or estimates. Any similar materials located on the property should also be assumed to contain asbestos unless tested and the laboratory analysis indicates that asbestos is not present.

4.2 Suspect or Assumed Asbestos-Containing Materials

Due to the inaccessibility or the destructive means that asbestos sampling requires, additional suspect ACMs may remain within the building hidden behind inaccessible areas that include, but are not limited to, sub-grade walls, structural members, topping slabs, sub-grade sealants, flooring located below underlays, areas behind exterior walls, pipe trenches, and subsurface utilities, etc. These areas were deemed inaccessible and were not assessed.

If these materials are discovered during construction activities, they should be presumed to contain asbestos and be treated as ACMs or be sampled immediately upon discovery and prior to disturbance for asbestos content by a certified asbestos inspector in accordance with 29 CFR 1926.1101.

Based upon our past experience in the identification of ACMs in similarly constructed buildings, the following additional suspect ACMs may also be located in inaccessible areas of the structure:

- **Thermal System Insulation, Pipe Fittings and Pipe Gaskets** concealed areas behind walls, ceilings, sub-grade, etc.
- **Waterproofing/Vapor Barriers** behind solid walls, along exterior/perimeter walls, sub-grade, etc.

5.0 RECOMMENDATIONS AND REGULATORY REQUIREMENTS

Based on our understanding of the purpose of the Asbestos Survey, the results of laboratory analysis, and our findings and observations, ECS presents the following recommendations.

5.1 Asbestos-Containing Materials

ECS recommends that ACMs are properly removed prior to disturbance by demolition activities. ECS recommends where a material type has been identified as asbestos-containing that other materials with similar color, texture, age, and size throughout the building's interior and exterior be assumed to contain asbestos. Please refer to Section 4.1 for a complete list of building materials that were reported positive for asbestos and to Section 4.2 for materials that were assumed to contain asbestos.

If ACMs are to be removed, it is recommended that an industrial hygienist monitor the project. This involves collecting air samples from within and outside abatement work areas to monitor the asbestos abatement contractor's work practices over the course of the project. The industrial hygienist should evaluate if the asbestos abatement work is in accordance with project specifications, U.S. EPA regulation 40 CFR Part 61-National Emission Standards for Hazardous Air Pollutants Subpart M: National Emission Standard for Asbestos, and U.S. Occupational Safety and Health Administration (OSHA) regulation 29 CFR 1926.1101 – Asbestos in Construction. The industrial hygienist should assess each work area to monitor the removal of ACMs. Only after the industrial hygienist has determined the identified ACMs have been removed should final clearance air samples be collected (if necessary).

Suspect ACMs not observed due to inaccessibility or not sampled due to the destructive means that sampling would require may also be encountered during construction activities. At the time of the survey, only limited destructive means were used to locate or sample suspect ACMs; therefore,

additional suspect ACMs may remain within inaccessible areas that include, but are not limited to, sub-grade walls, structural members, topping slabs, exterior areas, sub-grade sealants, flooring located below underlays, vapor barriers, pipe trenches, elevators, and other subsurface utilities, etc. If additional suspect ACMs are uncovered that were not accessible during this survey, it is recommended that these materials either be assumed to contain asbestos or be sampled prior to disturbance upon discovery for asbestos content by an asbestos inspector in accordance with 29 CFR 1926.1101.

6.0 LIMITATIONS

The conclusions and recommendations presented within this report are based upon a reasonable level of assessment within normal bounds and standards of professional practice for a site in this particular geographic setting. ECS is not responsible or liable for the discovery and elimination of hazards that may potentially cause damage, accidents, or injuries.

The observations, conclusions, and recommendations pertaining to environmental conditions at the subject site are necessarily limited to conditions observed, and/or materials reviewed at the time this study was undertaken. No warranty, expressed or implied, is made with regard to the conclusions and recommendations presented within this report. This report is provided for the exclusive use of the client. This report is not intended to be used or relied upon in connection with other projects or by other unidentified third parties without the written consent of ECS and the client.

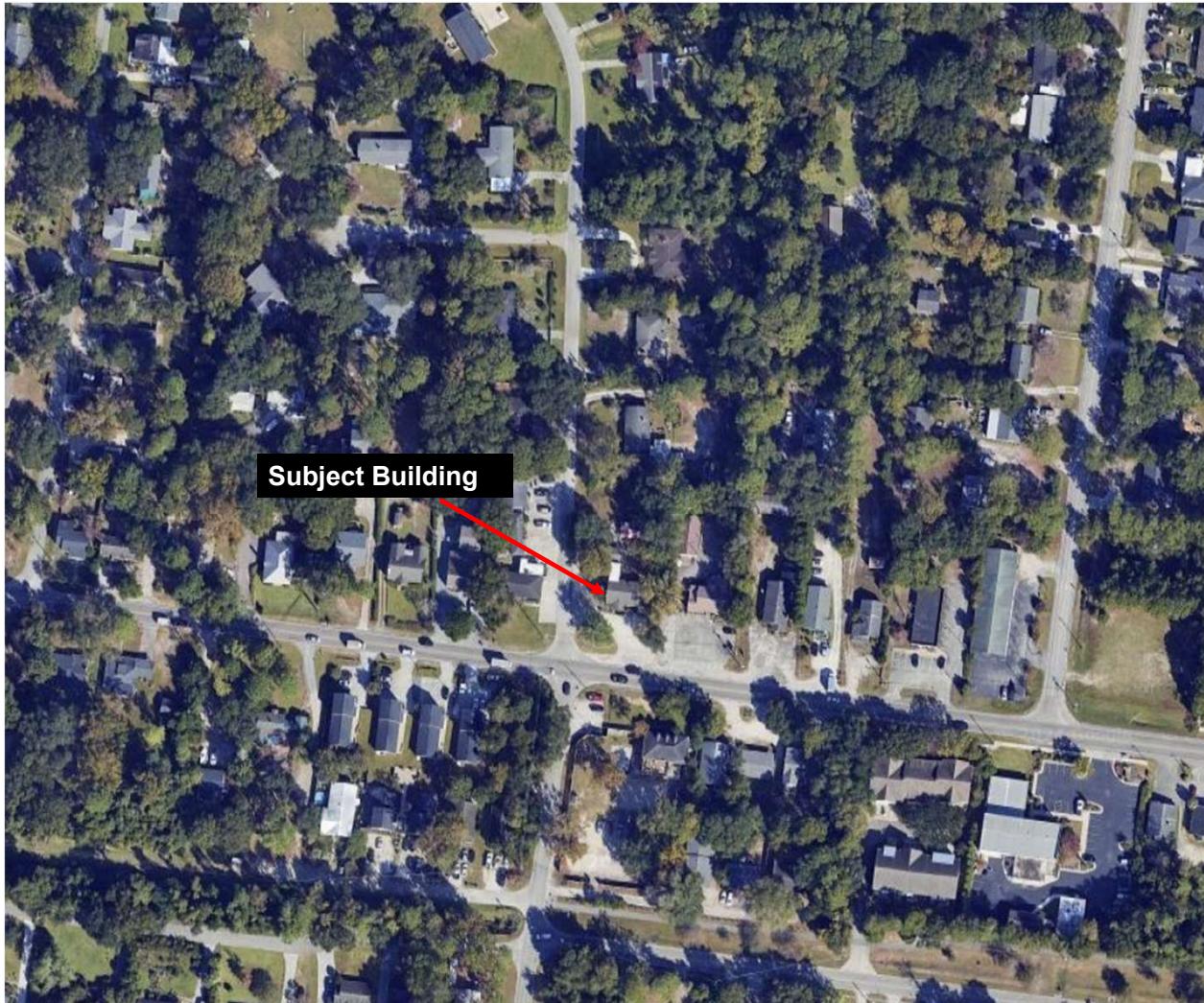
Our recommendations are in part based on federal, state, and local regulations and guidelines. ECS does not assume the responsibility of the person(s) in charge of the site, or otherwise undertake responsibility for reporting to any local, state, or federal public agencies, any conditions at the site that may present a potential danger to public health, safety, or the environment. Under this scope of services, ECS assumes no responsibility regarding any response actions initiated as a result of these findings. General compliance with regulations and response actions are the sole responsibility of the Client and should be conducted in accordance with local, state, and/or federal requirements.

Appendix I: Figures



Figure 1

Site Location Map
5001 Wrightsville Avenue
Wilmington, NC 28403
ECS Project No. 49-23987



Source: Google Earth

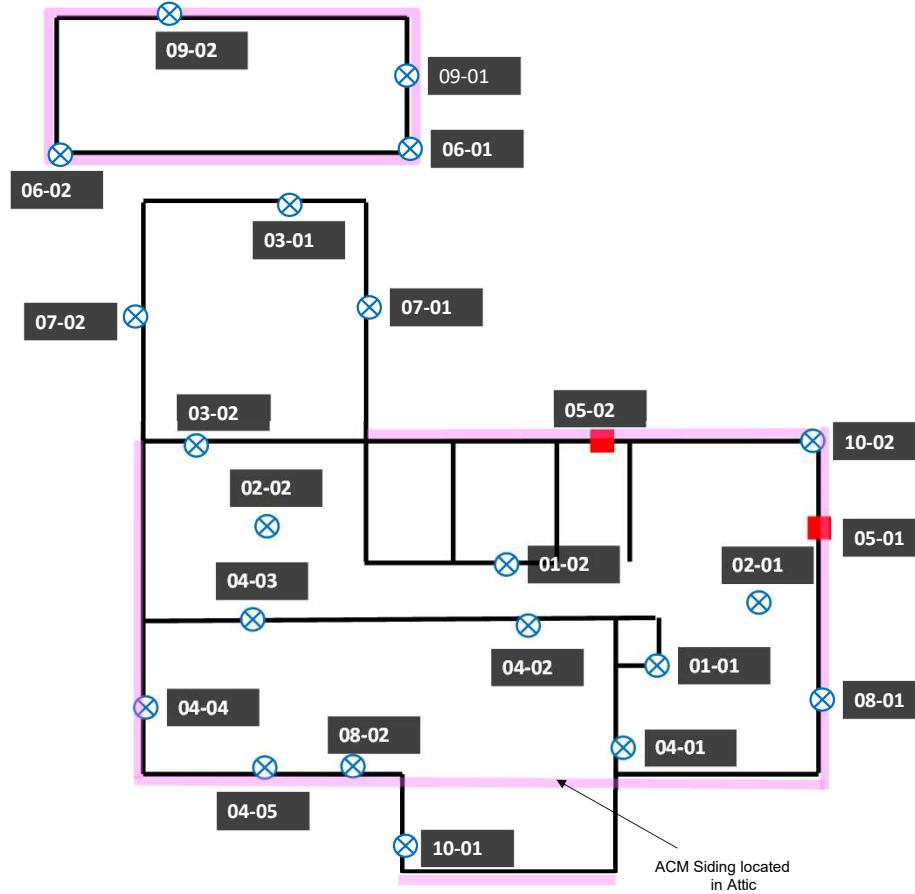


Figure 2

Asbestos Sample Locations
5001 Wrightsville Avenue
Wilmington, NC 28403
ECS Project No. 49-23987

LEGEND

XX-XX Sample Location
⊗ Asbestos Not Detected
■ Asbestos Detected
NOTES:
Not to scale
Samples color coded



ACM LEGEND

Wavey Fiber Cement Siding

Appendix II: Site Photographs

September 6, 2024



1 - View of the subject property.



2 - View of the kitchen.



3 - View of the bathroom.



4 - View of the living room.

September 6, 2024



5 - Interior view of the back addition.



6 - View of the asbestos-containing wavey fiber cement siding on the house.



7 - View of asbestos-containing cement siding in the attic.



8 - View of the asbestos-containing wavey fiber cement siding on the shed.



9 - View of the non-ACM fiber cement straight lap siding on the back addition.



10 - Addition view of the back addition.

Appendix III: Asbestos Bulk Sample Results



Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and
40 CFR, Part 763, Subpart E, App.E

NVLAP[®]
NVLAP LAB CODE 200664-0



Customer: ECS Southeast, LLP
6714 Netherlands Dr
Wilmington, NC 28405

Attn: Braxton Dawson

Lab Order ID: **10061420**
Analysis: PLM
Date Received: 08/30/2024
Date Reported: 09/05/2024

Project: Proposed Roundabout

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
HA-1-1	Drywall/joint compound	None Detected	5% Cellulose	95% Other	White, Gray Non-Fibrous Homogeneous
10061420_0001	<i>drywall:none detect; joint compound:none detect</i>				Dissolved
HA-1-2	Drywall/joint compound	None Detected	5% Cellulose	95% Other	Gray, White Non-Fibrous Homogeneous
10061420_0002	<i>drywall:none detect; joint compound:none detect</i>				Dissolved
HA-2-1 - A	Beige VCT + mastic	None Detected		100% Other	White, Tan Non-Fibrous Homogeneous
10061420_0003	<i>VCT</i>				Dissolved
HA-2-1 - B	Beige VCT + mastic	None Detected		100% Other	Tan, Yellow Non-Fibrous Homogeneous
10061420_0024	<i>mastic</i>				Dissolved
HA-2-2 - A	Beige VCT + mastic	None Detected		100% Other	Tan, White Non-Fibrous Homogeneous
10061420_0004	<i>VCT</i>				Dissolved
HA-2-2 - B	Beige VCT + mastic	None Detected		100% Other	Tan, Yellow Non-Fibrous Homogeneous
10061420_0025	<i>mastic</i>				Dissolved
HA-3-1	Drywall/joint compound	None Detected	5% Cellulose	95% Other	Gray, White Non-Fibrous Homogeneous
10061420_0005	<i>drywall:none detect; joint compound:none detect</i>				Dissolved
HA-3-2	Drywall/joint compound	None Detected	5% Cellulose	95% Other	Gray, White Non-Fibrous Homogeneous
10061420_0006	<i>drywall:none detect; joint compound:none detect</i>				Dissolved

Disclaimer: Due to the nature of the EPA 600 method, asbestos may not be detected in samples containing low levels of asbestos. We strongly recommend that analysis of floor tiles, vermiculite, and/or heterogenous soil samples be conducted by TEM for confirmation of "None Detected" by PLM. This report relates only to the samples tested and may not be reproduced, except in full, without the written approval of SAI. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. government. Analytical uncertainty available upon request. Scientific Analytical Institute participates in the NVLAP Proficiency Testing program. Unless otherwise noted blank sample correction was not performed. Estimated MDL is 0.1%.

Kiersten Smith (30)

Analyst

Approved Signatory



Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and
40 CFR, Part 763, Subpart E, App.E



Customer: ECS Southeast, LLP
6714 Netherlands Dr
Wilmington, NC 28405

Attn: Braxton Dawson

Lab Order ID: 10061420
Analysis: PLM
Date Received: 08/30/2024
Date Reported: 09/05/2024

Project: Proposed Roundabout

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
HA-4-1 - A	Plaster	None Detected		100% Other	White Non-Fibrous Homogeneous
10061420_0007	finish				Crushed
HA-4-1 - B	Plaster	None Detected		90% Other 10% Quartz	Tan Non-Fibrous Homogeneous
10061420_0026	base				Crushed
HA-4-2 - A	Plaster	None Detected		100% Other	White Non-Fibrous Homogeneous
10061420_0008	finish				Crushed
HA-4-2 - B	Plaster	None Detected		90% Other 10% Quartz	Tan Non-Fibrous Homogeneous
10061420_0027	base				Crushed
HA-4-3 - A	Plaster	None Detected		100% Other	White Non-Fibrous Homogeneous
10061420_0009	finish				Crushed
HA-4-3 - B	Plaster	None Detected		90% Other 10% Quartz	Tan Non-Fibrous Homogeneous
10061420_0028	base				Crushed
HA-4-4 - A	Plaster	None Detected		100% Other	White Non-Fibrous Homogeneous
10061420_0010	finish				Crushed
HA-4-4 - B	Plaster	None Detected		90% Other 10% Quartz	Tan Non-Fibrous Homogeneous
10061420_0029	base				Crushed

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Kiersten Smith (30)

Analyst

Approved Signatory



Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and
40 CFR, Part 763, Subpart E, App.E

NVLAP[®]
NVLAP LAB CODE 200664-0



Customer: ECS Southeast, LLP
6714 Netherlands Dr
Wilmington, NC 28405

Attn: Braxton Dawson

Lab Order ID: **10061420**
Analysis: PLM
Date Received: 08/30/2024
Date Reported: 09/05/2024

Project: Proposed Roundabout

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
HA-4-5 - A	Plaster	None Detected		100% Other	White Non-Fibrous Homogeneous
10061420_0011	finish				Crushed
HA-4-5 - B	Plaster	None Detected		90% Other 10% Quartz	Tan Non-Fibrous Homogeneous
10061420_0030	base				Crushed
HA-5-1	Fiber cement siding	20% Chrysotile		80% Other	White Non-Fibrous Homogeneous
10061420_0012					Crushed
HA-5-2	Fiber cement siding	Not Analyzed			
10061420_0013					
HA-6-1	Roof shingles - shed	None Detected	5% Fiber Glass	95% Other	Black Non-Fibrous Homogeneous
10061420_0014					Dissolved
HA-6-2	Roof shingles - shed	None Detected	5% Fiber Glass	95% Other	Black Non-Fibrous Homogeneous
10061420_0015					Dissolved
HA-7-1	Lap siding - addition to main	None Detected	5% Cellulose	95% Other	Beige Fibrous Homogeneous
10061420_0016					Dissolved
HA-7-2	Lap siding - addition to main	None Detected	5% Cellulose	95% Other	Beige Fibrous Homogeneous
10061420_0017					Dissolved

Disclaimer: Due to the nature of the EPA 600 method, asbestos may not be detected in samples containing low levels of asbestos. We strongly recommend that analysis of floor tiles, vermiculite, and/or heterogenous soil samples be conducted by TEM for confirmation of "None Detected" by PLM. This report relates only to the samples tested and may not be reproduced, except in full, without the written approval of SAI. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. government. Analytical uncertainty available upon request. Scientific Analytical Institute participates in the NVLAP Proficiency Testing program. Unless otherwise noted blank sample correction was not performed. Estimated MDL is 0.1%.

Kiersten Smith (30)

Analyst

Approved Signatory



Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and
40 CFR, Part 763, Subpart E, App.E

NVLAP[®]
NVLAP LAB CODE 200664-0



Customer: ECS Southeast, LLP
6714 Netherlands Dr
Wilmington, NC 28405

Attn: Braxton Dawson

Lab Order ID: **10061420**
Analysis: PLM
Date Received: 08/30/2024
Date Reported: 09/05/2024

Project: Proposed Roundabout

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
HA-8-1	Window glazing - main	None Detected		100% Other	Gray Non-Fibrous Homogeneous
10061420_0018					Dissolved
HA-8-2	Window glazing - main	None Detected		100% Other	Gray Non-Fibrous Homogeneous
10061420_0019					Dissolved
HA-9-1	Window glazing - shed	None Detected		100% Other	White Non-Fibrous Homogeneous
10061420_0020					Dissolved
HA-9-2	Window glazing - shed	None Detected		100% Other	White Non-Fibrous Homogeneous
10061420_0021					Dissolved
HA-10-1	Roof shingles. house	None Detected	5% Fiber Glass	95% Other	Black Non-Fibrous Homogeneous
10061420_0022					Dissolved
HA-10-2	Roof shingles. house	None Detected	5% Fiber Glass	95% Other	Black Non-Fibrous Homogeneous
10061420_0023					Dissolved

Disclaimer: Due to the nature of the EPA 600 method, asbestos may not be detected in samples containing low levels of asbestos. We strongly recommend that analysis of floor tiles, vermiculite, and/or heterogenous soil samples be conducted by TEM for confirmation of "None Detected" by PLM. This report relates only to the samples tested and may not be reproduced, except in full, without the written approval of SAI. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. government. Analytical uncertainty available upon request. Scientific Analytical Institute participates in the NVLAP Proficiency Testing program. Unless otherwise noted blank sample correction was not performed. Estimated MDL is 0.1%.

Kiersten Smith (30)

Analyst

Approved Signatory



Company Contact Information

Company: ECS Southeast, LLP	Contact: Braxton Dawson
Address: 6714 Netherlands Drive Wilmington, NC 28405	Phone <input checked="" type="checkbox"/> 910-899-1289
	Fax <input type="checkbox"/>
	Email <input checked="" type="checkbox"/> bdawson@ecslimited.com

Billing/Invoice Information

		Turn Around Times	
Company:		90 Min. <input type="checkbox"/>	48 Hours <input type="checkbox"/>
Contact:		3 Hours <input type="checkbox"/>	72 Hours <input checked="" type="checkbox"/>
Address:		6 Hours <input type="checkbox"/>	96 Hours <input type="checkbox"/>
		12 Hours <input type="checkbox"/>	120 Hours <input type="checkbox"/>
		24 Hours <input type="checkbox"/>	144+ Hours <input type="checkbox"/>

PO Number: 49-23987

Project Name/Number: Proposed Roundabout

Asbestos Test Types

PLM EPA 600/R-93/116 (PLM)	<input checked="" type="checkbox"/>
Positive stop	<input checked="" type="checkbox"/>
PLM Point Count 400 (PT4)	<input type="checkbox"/>
PLM Point Count 1000 (PTM)	<input type="checkbox"/>
PCM NIOSH 7400-A Rules (PCM)	<input type="checkbox"/>
B Rules (PCB) <input type="checkbox"/> TWA (PTA) <input type="checkbox"/>	
TEM AHERA (AHE)	<input type="checkbox"/>
TEM Level II (LII)	<input type="checkbox"/>
TEM NIOSH 7402 (TNI)	<input type="checkbox"/>
TEM Bulk Qualitative (TBL)	<input type="checkbox"/>
TEM Bulk Chatfield (TBS)	<input type="checkbox"/>
TEM Bulk Quantitative (TBQ)	<input type="checkbox"/>
TEM Wipe ASTM D6480-05	<input type="checkbox"/>
TEM Microvac ASTM D5755-02	<input type="checkbox"/>
TEM Water EPA 100.2 (TW1)	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>

Sample ID #		Volume/Area	Comments
HA-1-1,2	Drywall / joint compound		
HA-2-1,2	Beige VCT + MASTIC		
HA-3-1,2	Drywall / joint compound		
HA-4-1,2,3,4,5	Plaster		
HA-5-1,2	Fiber content siding		
HA-6-1,2	Roof shingles - shed		
HA-7-1,2	Lap Siding - Addition to main		
HA-8-1,2	window glazing - main		
HA-9-1,2	window glazing - shed		
HA-10-1,2	Roof shingles - main house		

Accepted

Rejected

Total # of Samples 23

Relinquished by	Date/Time	Received by	Date/Time
	8/29/24 5pm		8/30 10:20

Appendix IV: Certifications/ Licenses



NC DEPARTMENT OF
**HEALTH AND
HUMAN SERVICES**

ROY COOPER • Governor
KODY H. KINSLEY • Secretary
MARK T. BENTON • Deputy Secretary for Health
SUSAN KANSANGRA • Assistant Secretary for Public Health
Division of Public Health

February 5, 2024

Braxton B Dawson III
6213 Dominion Dr
Wilmington, NC 28403

Dear Mr. Dawson:

Based upon the review of your accreditation application, the Health Hazards Control Unit (HHCU) has determined that you have fulfilled the requirements and are eligible for asbestos accreditation as a(n) INSPECTOR. Your assigned North Carolina accreditation number is 12830, which is reflected on your enclosed North Carolina Accreditation card. Please be sure to take this card with you to any asbestos work site where you are employed. The State requires that all persons conducting asbestos abatement or asbestos management activities be accredited and have their identification card on site.

Your North Carolina Inspector accreditation will expire on JANUARY 31, 2025. It is NOT the policy of the HHCU to issue renewal notices. If you wish to continue working as a(n) Inspector after this expiration date, you must successfully complete the required training and submit a completed application to this office prior to January 31, 2025. If you should continue to perform asbestos management activities as a(n) Inspector without a valid North Carolina accreditation, you will be in violation of State regulations and may be cited for noncompliance.

Sincerely,

Ed Norman
Program Manager
Health Hazards Control Unit



North Carolina
Asbestos Accreditation

EXPIRATION 01-31-2025			
DOB	SEX	HT	WT
04-06-1982	M	6'2"	250
CLASS	#	EXP	
AIR MONITOR	80961	01-25	
INSPECTOR	12830	01-25	

Braxton B Dawson III
6213 Dominion Dr
Wilmington, NC 28403

142877

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES . DIVISION OF PUBLIC HEALTH

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