



NORTH CAROLINA OSBM-DISASTER RECOVERY

INVITATION FOR BIDS

IFB Title: State Disaster Recovery Act Single-Family Home Construction Project No. 89

Counties: Columbus

Project: (1) One Singlewide Manufactured Housing Unit ("MHU"), with Turnkey Delivery Preferred within 90 days for Critical and Pressing Needs Families affected by Hurricane Florence and Hurricane Matthew

- Virgil Wayne McDuffie, 1637 Walter Ward Rd, Nakina, NC 28455 - One (1) SW-MHU

Bid Alternate: Demolition of Existing MHU

Issue Date: December 12, 2024

Bid Opening Date: January 2, 2025, at 2:30 pm at OSBM Conference Room, Dobbs Building, Raleigh, NC or via OSBM Conference Line: **(919) 716-0711**.

The State of North Carolina, through the Office of State Budget & Management Disaster Recovery Section ("OSBM-DR"), serving as the State Disaster Recovery Acts ("DRA") of 2017, 2018 and 2019 Program Manager for the North Carolina Division of Emergency Management ("NCEM"). One of the purposes of State's 2018 DRA Housing Recovery Program Critical and Pressing Needs Grants is to provide homes that are decent, safe, and sanitary by reconstruction the primary residences of low to moderate income households whose homes sustained major damage from Hurricane Matthew and whose losses were not met through insurance or were not eligible for assistance under any federal disaster recovery program. OSBM-DR will be accepting sealed bids for the one (1) Singlewide Manufactured Housing Units ("MHU") housing project identified in the invitation below (the "IFB") to replace one (1) existing hurricane damaged SW-MHU home located at:

Virgil Wayne McDuffie, 1637 Walter Ward Rd, Nakina, NC 28455

And owned respectively by **Virgil Wayne McDuffie, 1637 Walter Ward Rd, Nakina, NC 28455 (hereinafter the "Owners")**.

This IFB is issued on behalf of the Owners as a critical and pressing needs Hurricane Matthew DRA Project and OSBM-DR will serve as the project manager for the Owners.

The State is not obtaining any ownership interest in this Project/SW Mobile Home Replacement, nor is the Project for any government purpose or function. The State's obligation is to fund the construction costs for the Project.



Enclosed please find the Bid Proposal Form which must be filled out completely and attach all documentation identifying your firm's qualifications to perform the requested services. Only the Form of Bid Proposal and requested documentation must be submitted in a sealed envelope to OSBM-DR pursuant to the following delivery instructions.

SEALED BID DELIVERY LOCATIONS

As a result of the COVID-19 Pandemic, there is limited access to our building, State employees have been ordered to telework as much as possible, and OSBM-DR cannot assure bidders that regular U.S. Mail deliveries will be processed and delivered to our section within any specific time frame, there may not be public access to our building to allow for overnight mail deliveries, and/or there may be no access to our building without making an appointment assuming there are no stay-at-home orders in effect in North Carolina or in Wake County. Therefore, the following shall be the acceptable delivery methods:

Electronic Transmission is the Preferred Delivery Method:

1. **Email in PDF (Image Only/TIFF/JPEG format) to:**

[OSBM-DR's Project Manager: diane.mcgill@osbm.nc.gov](mailto:diane.mcgill@osbm.nc.gov)

and original mailed to:

**John Donachie - Operations Manager
Office of State Budget & Management-Disaster Recovery Section
Mail Service Center 20320
Dobbs Building, Suite 4002
Raleigh, NC 27699-0320**

Bidder must email bid on or before the Bid Opening date and time, and the transmittal email should request a receipt of delivery. THE TRANSMITTAL INFORMATION SHOULD NOT CONTAINING ANY PRICING INFORMATION AND SHOULD ONLY STATE THE BIDDER'S LEGAL NAME AND OSBM-DR IFB NUMBER. The original email must be mailed so that it is received by OSBM-DR no later than five (5) days after the Bid Opening Date. All timely bids received by email will be conditionally accepted but subject to rejection if the original is not received by our office in regular mail by the close of business on the fifth day after the Opening Date.

OSBM-DR's administrative assistant will forward all bids to the OSBM-DR staff responsible for the bid opening on the bid opening date and will also set up a back-up folder for the bids in a networked folder that can be accessed by OSBM-DR staff on the Opening Date.



2. **Hand-Delivery BY APPOINTMENT ONLY to:**
John Donachie - Operations Manager
Office of State Budget & Management-Disaster Recovery Section
Dobbs Building, Suite 4002
430 N. Salisbury Street
MSC20320
Raleigh NC 27699-0320
919) 302-6919 (Cell)
(984) 236-0734(Office)

Although the State of Emergency Order for the COVID-19 pandemic has expired, hand-delivery is discouraged, and hand-delivery is only permitted if a bidder is unable to scan and email its bid by the preferred method. The bidder must speak with OSBM-DR's Operations Manager, John Donachie (984- 236-0734 or john.donachie@osbm.nc.gov at least 24 hours in advance to discuss hand-delivery and if hand-delivery is approved by the Operations Manager, then a delivery location will be agreed to and as well as the social distancing and the safety measures that will be followed during the delivery. Bidder must not have any conversation with the Operations Manager regarding the IFB or any bid submitted in response to the IFB. The delivery must be cancelled if either party is experiencing any symptom of a cold, flu and/or COVID-19, or a party know he or she has been exposed to an individual who has tested positive for COVID-19 or knows that a person he or she has been exposed to has taken a COVID-19 test but has not received the test results.

An optional pre-bid meeting will be held for all interested bidders on **December 19, 2024, at 2:30 pm to 2:45 pm by CALL IN ONLY using the OSBM-DR Meet Me Line at (919) 716-0711.** The meeting will address project specific questions, issues, bidding procedures, construction scheduling, review of construction documents, and bid forms. Written inquiries regarding the IFB may be emailed to OSBM-DR (John Donachie, Operations Manager) john.donachie@osbm.nc.gov up until 5:00 pm on December 18, 2024, OSBM-DR will post an addendum of answers to those inquiries or questions presented at the pre- bid meeting by December 19, 2024 at 5pm.

DEADLINE FOR DELIVERY & PUBLIC OPENING

Proposals will be received up to **2:30, January 02, 2025** and immediately thereafter publicly opened and read in the OSBM Dogwood Conference Room (fourth floor) or OSBM-DR Meet Me Line if COVID-19 Protocols are still in place. The bid opening has been scheduled from 2:30 pm to 2:45 pm. Bidder attendance at bid opening is not mandatory and all bidders will receive a copy of the bid tabulation. OSBM- DR reserves the unqualified right to reject any and all bids. Reasons for rejection may include, but shall not be limited to, the following:

1. If the Form of Proposal furnished to the bidder was not used or was altered.
2. If the bidder adds any provisions, reserve the right to accept or reject any award.
3. If there are unauthorized additions or conditional bids, or irregularities of any kind which tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning. If the bidder fails to complete the proposal form where information is requested so the bid may be properly evaluated by the owner.



4. If the bidder fails to comply with other instructions stated herein.
5. Bidder is not authorized to transaction business in North Carolina, bidder has been suspended from doing business in North Carolina by the N.C. Secretary of State, is under a revenue suspension by the N.C. Carolina Department of Revenue, bidder has been suspended or debarred from public contracting by any local, state, or federal government entity, and/or the State Construction Office has received a negative evaluation regarding bidder's performance on a state construction project.
6. After the opening of bids, no bid may be withdrawn, except under the provisions of General Statute Subject to the process set forth in Section 143-129.1 of the North Carolina General Statutes, a bidder's pricing shall remain valid for a period of forty-five (45) days unless otherwise specified in bid or an addendum to the IFB. Should the successful bidder default and fail to execute a contract, the contract may be awarded to the next lowest and responsible bidder, and OSBM-DR reserves the right to seek compensation from the original successful low bidder to cover any increased costs between the two bids.

1. **Site Addresses for Manufactured Home Placement**

- **Virgil Wayne McDuffie, 1637 Walter Ward Rd, Nakina, NC 28455**

2. **Specifications for All DRA Manufactured Homes**

A. Permanent Placement on Real Property (i.e., foundation, means of egress, etc.)

1. Brick skirting with 18" x 24" door for crawlspace (see below)
2. All towing apparatus removed
3. Provide permanent steps or porch as described below
4. The bidder will be responsible for proper placement of the MHU on the lot in compliance with current zoning requirements.

B. MHU Minimum Preferred Requirements: - _____

1. Single wide with a minimum square footage of 1050-1150 sf
2. Model must have a minimum Three (3) Bedrooms
3. Model must have a minimum Two (2) Bathrooms
4. Model must include living/family room, kitchen and eating area
5. Ceiling lights in each bedroom and in living/family room operated from wall switch.
6. **Wind Zone 2 or 3 as required by code** (minimum 25 or 30-year shingle with corresponding warranty)
7. Home shall have OSB exterior wall cladding (sheathing) if available from the Manufacturer.
8. ***Energy Star designation for:***
 - HVAC
 - Doors Windows (thermal pane insulated glass) with full screens
 - Appliances as achievable

Appliances that must be included in bid are: refrigerator; dishwasher; range (combination oven and stovetop); separate range hood & Microwave or microwave/range hood combination depending on standard package for MHU model.

9. Brick Skirting with minimum height per local authority having jurisdiction or 36 inches above grade or 24 inches above any known flood levels, whichever is higher. In circumstances where the foundation elevation will be equal to 60 inches or greater, Split face concrete block may be substituted for the brick. The home is not in a designated flood zone; therefore, minimum foundation height will be 36 inches (3ft).
10. Flood vents or flood openings installed must meet the requirements of: FEMA NFIP Technical Bulletin 1 (2020 Openings in Foundation Walls and Walls of Enclosures. All Foundation perimeter walls over 36" inches in height will incorporate FEMA flood vents per FEMA NFIP Technical bulletin 1, irrespective of Flood zone designation.
11. Installed flood vents must be properly located: on at least two different sides of the building (preferably opposite sides) with the bottom of the opening no more than 12" above the adjacent grade and engineered to meet 2018 IBC/ASCE 24-14 Requirements.
12. Contractor shall obtain and exhibit Flood and Homeowners insurance policies for the 12 months following the completion of the project or the relevant construction warranty period, whichever is the greater. Policies must be effective no later than the day of project handover/CO issue.
13. All engineering details for unit elevation design must meet or exceed minimum applicable NFIP requirements.
14. Contractor will obtain and exhibit Flood and homeowners insurance for the 12 months following completion of the project (issue of CO) or the relevant construction warranty period whichever is the greater. Insurance policies must be effective no later than the day of project handover or certificate of occupancy issue,
15. Drywall wall finishes, not paneling, in all living spaces *if available from the manufacturer.*
16. Installation of a 8X8(Min)to 12X12 Ft (Max) Pressure Treated wood Deck at the Front of MHU with steps to grade. The size of deck will vary dependent on window, door & services locations.
17. Contractor will also include installation of one rear 5X5(Min), to 8X8 Ft (Max), deck size and location will vary dependent on window, door & services locations.
18. Front & rear placement of decks may be varied as agreed with owner and OSBM.
19. All entrance doors must have steps leading to them.
20. All interior passage/room doors should be a minimum of 36" (excludes closet and pantry doors)
21. Entrance doors swinging out shall have a minimum 3' X 3' landing outside the door (not applicable for screen or storm door).
22. No Plastic Plumbing Fixtures (sinks, faucets, etc.).
23. ADA/Comfort Height Toilet in Master Bath.
24. Low Threshold/Walk in Shower in Master Bathroom must be offered as an option if requested by the Homeowner or OSBM-DR.
25. MHU must meet U.S. Department of Housing and Urban Development's specifications for manufactured homes Footings, pier spacing, and anchorage shall

meet the current North Carolina Regulations for Manufactured Homes and the Manufacturer's Installation Instructions. Steps shall meet the North Carolina Regulations for Manufactured Homes. Electrical, plumbing, and mechanical work shall meet the requirements of the National Electrical Code, North Carolina Plumbing and North Carolina Mechanical Codes, respectively, along with the North Carolina Regulations for Manufactured Homes. Connection of plumbing systems to existing systems located under the footprint of the home may be performed by the setup contractor. Any additional connections of plumbing systems outside the footprint will normally require a licensed plumbing contractor.

26. All steps must be in accordance with the North Carolina Regulations for Manufactured Homes section 3.11.
27. For new homes, the manufacturer's installation instructions must be in a conspicuous location. Foundation system and tie-downs must be installed in accordance with the installation instructions for new homes. Installation of relocated homes may be in accordance with the North Carolina Regulations for Manufactured Homes.
28. Please note that in the absence of specific instructions from the manufacturer, an engineer's letter will normally be required for the set up in circumstances where more than 25% of the homes main support piers are higher than 3'- 0" above grade measured at the bottom of the I-Beam, *reference NC Regulations for Manufactured Homes section 3.7.7.*
29. Where a soil bearing test is undertaken, it must be posted in a conspicuous place and used to determine pier spacing.
30. All footer blocks shall be covered with earth.
31. All dry stacked piers will be parged as a finish treatment unless otherwise agreed with OSBM.
32. Underneath the home is to be graded to prevent water ponding. Additional fill should be added where necessary, if the interior (crawl space) grade is lower than the exterior to ensure there is positive drainage and balanced fill.
33. A GFCI convenience receptacle should be located adjacent to mechanical equipment.in accordance with the requirements of NEC (554.32(E))
34. Additional external GFI protected receptacles shall be provided adjacent to the front and rear exit doors. Receptacles shall be installed in accordance with the requirements of *NC Regulations for Manufactured Homes section 3.12.3*
35. The electrical system shall be complete with proper conductor and overcurrent device sizes.
36. At least one (1) outlet must be accessible from the ground (no higher than sixty (60) inches from the adjoining grade). If this outlet is below the known flood elevation for this home, then it must be installed in accordance with NFIP guidelines (a Dedicated circuit fed either from the interior distribution panel or directly from the meter base pole mounted panel, and the outlet must be GFCI, weather and tamper resistant rated.)
37. In all circumstances where the footer design incorporates the use of steel reinforcement (rebar) NEC section 254.54, requires that grounding electrodes are bonded and incorporated into the grounding system. Typically, this would be a concrete encased grounding electrode using a 20-foot length of #4 rebar (1/2 inch steel) with a projection from the top of the foundation. Where steel reinforcement is used in a foundation, a *UFER* inspection must form part of the footer inspection.
38. The water supply is installed in accordance with North Carolina Regulations for Manufactured Homes section 3.13.6.
39. All hose bibs have means for back flow prevention.

40. The sewer line is run with correct fall and the connection to septic tank exposed for the inspection.
41. All mechanical equipment must be installed with proper overcurrent protection device.
42. All mechanical equipment located outside is leveled and placed on an elevated platform at a height no less than the height of the lowest finished floor of the installed MHU.
43. Any ductwork run under the home should be supported every 4'-0".
44. Vinyl sheet on entrance floors, kitchen and bath floors and carpeting in living room and bedrooms. LVP (Vinyl Plank) may be used in any room as a substitution as approved by the homeowner.
45. Include the cost of transportation, cost of code approved set-up, costs of connecting to electrical utility, water supply and sewer, costs of all permits, taxes (if applicable), and all other work or services required to obtain a certificate of occupancy from the local authority having jurisdiction any required (e.g., an as-built survey, plat, or site-specific engineering required by City, County, or public utility).
46. In circumstances where the unit will require elevation, the elevation requirements include the following: lowest finished floor of the living space and utilities or equipment servicing the building must be at least 24 inches above the Base Flood Elevation (BFE) or 24 inches above any known flood levels, whichever is higher, as determined by the Flood Elevation Certificate. Where there is a county flood elevation requirement the lowest finished floor should meet either the OSBM standard or the county standard, whichever is the greater. An Engineered Foundation and elevation detail designed in accordance with NFIP requirement will be required as part of the site design and elevation proposal.
47. Where the foundation design includes elevation and/or is constructed in a flood zone, it must include approved NFIP flood vent in the foundation design. Where flood vents are installed, the enclosure or crawl space below the building must contain a sufficient number of flood vent openings to allow flood waters to flow under the building and not buckle the foundation.
48. Installed flood vents must be properly located: on at least two different sides of the building (preferably opposite sides) with the bottom of the opening no more than 12" above the adjacent grade and engineered to meet 2018 IBC/ASCE 24-14 Requirements.
49. All engineering detail for unit elevation design must meet or exceed minimum applicable NFIP requirements.
50. All additional documents, attachments and/or pictures can be found in the appendices.

C. Licensing Requirements & Bonds

To the extent bidder will use a general contractor to perform any work in setting up any on any lot, the general contractor must be properly licensed under Chapter 88, Article 1, General Statutes of North Carolina, and must have license classification for Limited, Intermediate, or Unlimited Construction.

Bidder or its general contractor must use properly North Carolina licensed subcontractors for the performance of electrical, plumbing, mechanical and HVAC (heating, ventilation, and air conditioning), or as may be required by authority having jurisdiction (i.e., municipal and/or county building department).

No bid bond shall be required for this IFB.



Bidder shall indicate in its bid whether it is able to provide a performance bond and a payment bond for all contract it may be awarded under this solicitation. Bidder shall include a unit price for the premium for each bond. In lieu of bonds, Bidder shall provide a statement as to how it will guarantee timely performance of any contract awarded under this solicitation and how it will resolve issues with its subcontractors to avoid mechanics liens that may be placed against the home and properties for alleged nonpayment of sums that may be due under the subcontractors. Any required bond shall have a penal sum for one hundred percent (100%) of the contract price.

D. Payment Terms

Bids shall include proposed terms of payment that will normally require:

1. Successful Bidder will be required to complete a State Substitute W-9 form that OSBM-DR will provide with the notice of contract award, which will allow OSBM-DR to set up an account with the State of North Carolina that will permit electronic payments to Contractor.
2. A deposit up to 25% to cover the costs of permitting, delivery of equipment, installation of erosion control, and/or mobilization of Contractor and/or abatement subcontractor (if any). Notwithstanding the foregoing, the Contractor must have sufficient financial ability to finance its demolition work and pay subcontractors for a minimum of 30 days.
3. Progress Payment, not to exceed 55% of contract price, when the MHU is delivered to Bidder's regional/local office, facility, or lot.
4. Progress Payment, not to exceed 15% of contract balance, when installation of the MHU on the lot is substantially complete (excluding electrical utility connection)
5. Final Payment of remaining 5% will be paid after: the local authority having jurisdiction completes final inspections and approves of occupancy of the MHU; signed acceptance of delivery and completion of the MHU by the owner(s); completion of all punchlist items; and submission of all manufacturer and subcontractor warranties to owner(s) and delivery to the OSBM of copies of all relevant inspection and permitting documentation. In addition, final payment will be dependent on the delivery to OSBM a copy of the final "As Set" installation documentation package to include copies of all issued permits and certificates from the local authority having jurisdiction and all ancillary certifications from other statutory agencies with jurisdiction.

BID ALTERNATE 1

State Disaster Recovery Act Single-Family Home Demolition Project

• Demolition of One (1) Singlewide Single-MHU

Virgil Wayne McDuffie, 1637 Walter Ward Rd, Nakina, NC 28455

A. HOMEOWNER RESPONSIBILITIES PRIOR TO DEMOLITION

1. **Electrical Service:** Homeowner will make arrangements with the electrical utility to remove any meter and disconnect power from home prior to start of any demolition work. Homeowner will further confirm with the electrical utility that the electrical service line, if above ground, has been physically disconnected from the structure.

2. **Fuel Services:** Homeowner shall discontinue any fuel delivery to the home. OSBM-DR inspections of the properties did not reveal any underground oil tanks serving the home. Any other utility service must be shut down by appropriate parties.

3. **Personal Property and Fixtures:** OSBM-DR has instructed the homeowner to start moving all personal property, pets, fixtures, undamaged appliances firearms, household hazardous materials (e.g., motor oil, cleaning products, etc.), medication, drugs, and all other valuables) from their homes, which should be completed prior to Contractor obtaining demolition permits and mobilization to the Project sites.

4. If **prior to the start of demolition**, Contractor finds any personal property of value that is not obviously damaged, functional fixtures of value, and/or functional appliances in the home notwithstanding the foregoing representations and any inspections of the home by OSBM-DR, Contractor shall photograph the subject items and send those pictures to OSBM-DR. Contractor and OSBM-DR will make reasonable efforts to contact homeowner to confirm the intent to abandon such personal property or whether Owner intends to immediately remove the subject property. If the homeowner is unavailable, Contractor shall, subject to safety protocols for hazardous materials or dangerous items, remove personal property from the home to an area on the Property that is out of sight and protected from the elements to the extent possible or take such reasonable measures to protect the property until Owner is reached and can take possession of the property and/or securely store it in any on-site storage or move it to off-site storage.

5. **Access to Property by Homeowner during Demolition:** Homeowner shall be permitted reasonable access to the Property during demolition, but Owner must comply with Contractor's safety protocols and homeowner will be instructed to make reasonable efforts to schedule a visit of the Project Site with the Contractor. Homeowner understands that safety protocols and/or Contractor insurance requirements prohibit homeowner from accessing the construction outside the presence of the Contractor and/or its subcontractors including those hours when no work is being performed.

6. **Notification to OSBM of demolition schedule.** Contractor will provide at least 48 hours notice to OSBM of finalized demolition date, prior to initiating any demolition work. Contractor may not commence demolition operations without providing required notice of mobilization.

B. SCOPES OF WORK

Asbestos Abatement and Demolition Meeting and General Requirements for all Demolition Projects:

1. Asbestos Testing Results:

- **Virgil Wayne McDuffie, 1637 Walter Ward Rd, Nakina, NC 28455 -Asbestos was detected in the roof surface coating per the Analytical Report Attached.**

2. **Pre-Demolition Meeting:** OSBM-DR and Contractor will attend a meeting at the Project sites within 10 business days of the contract award(s). The homeowner may attend the meeting. The meeting will go over the scopes of work and set the start date(s) of the Project(s) that will be included in the notice to proceed that will be issued following the meeting. OSBM-DR will verify that Contractor has all required insurance in place prior to the start of demolition.

3. **Permits and Licenses:** The Contractor shall give all required notices and obtain all permits and licenses required for the completion of the Project(s). Contractor shall contact "Call Before You Dig"



to mark any underground utilities.

4. **Site Investigation & Erosion Control:** The Contractor shall verify the service has been shut down prior to accomplishing the physical disconnections and any capping or terminations necessary to proceed with demolition. The site investigation may take place at the pre-demolition meeting, but Contractor may investigate the Project site(s) any time after it receives a copy of the homeowner's Right of Entry form for the Project site, which OSBM-DR and/Counties will obtain prior to the pre-demolition meeting.

5. **Mobilization:** The Contractor shall be capable of mobilizing his equipment and crews within seven days of the receipt of Notice to Proceed. The Contractor shall work expeditiously to obtain permits and proceed with the work.

6. **Protection of Work, Property and Public:** Contractor and OSBM-DR acknowledge and agree that Contractor shall keep the Project sites clean and safe for the Contractor, subcontractors, inspectors, OSBM-DR, public and adjoining landowners.

7. **Site Conditions:** The Contractor shall enforce AHJ's and OSBM-DR's instructions regarding signs, advertisements, fires, and smoking. No firearms, any type of alcoholic beverages, or drugs (other than those prescribed by a physician) will be permitted at the Project site.

8. **Demolition of Home:**

A. Contractor to photo document conditions at the Project site: No less than 10 pictures prior to commencement of any demolition activity (interior and exterior photos); during abatement of any hazardous material (including areas that were identified containing asbestos and photograph safety measures placed in hazardous materials area prior to abatement; during demolition of homes; and No less than 5 pictures after site has been cleared of all debris and made safe for foot traffic.

B. OSBM-DR shall provide contractor with copy of the completed survey report, if available. The Contractor shall field-verify the completed staked-out boundary, which shall serve as the limits of construction/demolition. Report available as needed via email or other method.

C. The Contractor shall provide all labor, equipment, machines, and tools necessary to perform demolition and debris removal of the home located on the Property. The Contractor is only responsible for demolishing the specific structure/home and removing the resulting debris to the appropriate landfill. Contractor shall make sure all demolition activities and stockpiling of debris remain in the limits of construction. All demolition debris (hazard and non-hazardous) shall be removed and taken to an approved landfill, with nothing buried on the site.

D. Driveways, Walkways, Detached Structures. Contractor **SHALL NOT** demolish all existing driveways, and walkways. The Contractor will be responsible for removing all garbage/ household debris that is located in the work area.

E. All relevant street side appurtenances including fire hydrants, fencing and street signs shall be left undamaged during demolition and debris removal.

F. If owner has not disconnected any propane cylinders, Contractor shall disconnect them and move them to a location on the Property within the limits of construction but a significant distance



away from the demolition work and subsequent construction of the new home to be installed, Contractor shall coordinate with OSBM-DR to find a suitable location for the propane tanks at the Project site.

G. Utilities: If property is on City utilities water/ sewer pipes are to be capped at least ten feet away from city/ Counties connection.

H. Electrical service: Notwithstanding prior disconnection confirmation, contractor will field verify the disconnection of the electrical service before commencing any demolition activities on the site.

I. Remove all footings and foundation walls to at least one (1) foot below the finish grade with leveling of soils in any disturbed areas.

J. Only trees, bushes and shrubs which restrict the demolition work on any structure may be removed as part of the demolition project.

K. Homeowner shall remove any above-ground fuel storage tanks located on property that services home prior to start of demolition. OSBM-DR is not aware of the existence of any underground storage tank, the Contractor shall stop work in that area and notify OSBM-DR for direction, which may include inspection and/or testing of the tank. Any abatement of an underground storage tank will be done through a properly executed change order. Contractor shall assume all liability for removing any underground storage tank and cleaning up any spilled fuel without following the above process.

L. The Contractor can use tracked or rubber-tired equipment in the performance of this contract, but Contractor shall be responsible for any damage to public or private property that is damaged through contractor's use of heavy equipment. The Contractor shall make repairs to public or private property outside the limits of construction damaged by negligence of the Contractor, which should be covered by Contractor's insurance. Damages caused by the fault or negligence of the Contractor will not be reimbursable under this contract.

M. The Contractor is responsible for collecting and transporting debris. All truck hauling must comply with State Department of Transportation Regulations. After being loaded in the work area, trucks shall have their loads trimmed so that no debris extends horizontally beyond the bed in any direction. All trucks utilized in hauling debris shall be provided with a means to effectively contain the debris on the vehicle while hauling.

N. The use of burning at the project site for the disposal of refuse and debris will not be permitted.

O. The contractor is responsible for backfilling and leveling of the demolition site.

P. The contractor will confirm the scheduled start day and time of demolition at least 48 hours in advance and will not commence any on-site demolition activity prior to the expiration of the notification period.



CONTRACT'S GENERAL TERMS AND CONDITIONS

(See Appendix A)

INSTRUCTIONS TO BIDDERS, EVALUATION OF BIDS AND CONTRACT AWARD

For a proposal to be considered it must be in accordance with the following instructions:

1. **Bid Proposal Format & Content:** Bidders must use and complete the Bid Proposal Form included in this IFB and must fill in all blank spaces regarding prices and schedule for each reconstruction project that Bidder is interested in building. The bidder shall write "No Bid" in blank spaces for any home that bidder does not want to work on.

The bidder understands and agrees that Bid Proposal includes the construction documents for each home that bidder submits a bid on, and that Bidder agrees to enter into the applicable sample contract form after receiving notice of contract award from OSBM-DR. If bidder desires to request any change to the sample contract form, it must submit such request prior to the pre-bid meeting and/or make the request at the pre-bid meeting. No modification to the contract form will be permitted after the public opening except as permitted in the contract.

Photocopied, emailed, or faxed bid proposals will not be considered.

Any bidder modification to the Bid Proposal Form may result in disqualifying all or part of the bid depending on what was modified. OSBM-DR reserves the right to waive minor informalities in any bid.

The bidder shall fill in the Form of Proposal as follows:

- a. If the documents are executed by a sole owner, that fact shall be evidenced by the word "Owner" appearing after the name of the person executing them.
- b. If the documents are executed by a partnership, that fact shall be evidenced by the word "Co-Partner" appearing after the name of the partner executing them.
- c. If the documents are executed on the part of a corporation, they shall be executed by either the president or the vice president and attested by the secretary or assistant secretary in either case, and the title of the office of such persons shall appear after their signatures. The seal of the corporation shall be impressed on each signature page of the documents.
- d. If the documents are executed on the part of a limited liability company, they shall be executed by the managing member (if any) or all members (if the company does not include a written authorization delegating the authority to enter into contracts to the member that submitted the bid) and attested by the secretary or assistant secretary of the company (if any) or properly notarized if the company does not have a secretary or assistant secretary, and the title of the office of such persons shall appear after their signatures. The seal of the company (if any) shall be impressed on each signature page of the documents.



- e. If the proposal is made by a joint venture, it shall be executed by each member of the joint venture in the above form for sole owner, partnership or corporation, whichever form is applicable.
- f. All signatures shall be properly witnessed.
- g. If the contractor's license of a bidder is held by a person other than an owner, partner, or officer of a firm, then the licensee shall also sign and be a party to the proposal. The title "Licensee" shall appear under his/her signature.

Proposals should be addressed and delivered to OSBM-DR in an opaque sealed envelope, marked "Bid" and bearing the IFB Title of "**State Disaster Recovery Act Single-Family Home Construction Project No. 89**" clearly mark on the outside of the bid envelope with Bidder's name and the contractor's license number appearing on the outside of the envelope. It shall be the specific responsibility of the bidder to deliver his bid to the proper official at the selected place prior to the announced time for the opening of bids. All late bids shall be disqualified regardless of the reason for late delivery.

- 2. **Statement of Bidder's Experience and Project References:** Bidder must include a brief statement, cover letter, and/or copies of webpages that describe the Bidder's general contracting experience in building new single-family homes, delivering and setting up MHUs; demolition of single-family homes and MHHUs; experience with any state or federal disaster housing recovery programs, and/or experience working with any local housing authority or North Carolina Housing Finance Agency.

The Bidder's statement shall also identify the surety that will be furnishing payment and performance bonds and identify the insurers who will be providing builders' risk, commercial general liability, workers' compensation insurance. Bidder should include the local agents for its surety and insurers.

Bidder's statement or letter must include at least three references to single-family homes completed within the last two years, which must include: (1) project cost; (2) brief description of the home (e.g., s.f., no. bedrooms, bathrooms, stories, and any other features that may demonstrate bidder's construction experience); (3) project's street address; (4) start and finish dates; and (5) names of owners and designers. OSBM-DR reserves the right to obtain additional information from bidder or owners about the projects referenced in this statement for bidders is one of three lowest responsible bidder and prior to the award of any contract.

If not already prequalified pursuant by the North Carolina Division of Emergency Management pursuant to the Request for Prequalification by another State Federal Disaster Recovery Program (ReBuildNC or FEMA HMGP) and bidder submitted surety and insurers information or documents to those programs, OSBM-DR reserves the right to review bidder's financial statements and cashflow statements prior to awarding any contract or issuance of a notice to proceed with construction.

- 3. **Examination of Conditions:** It is understood and mutually agreed that by submitting a bid the bidder acknowledges that Bidder has carefully examined all documents pertaining to the work, the location, accessibility and general character of the site of the work and all existing buildings and structures within and adjacent to the site, and Bidder is satisfied as to the nature of the work, the condition of



existing buildings and structures to be demolished (if any), the conformation of the ground, the character, quality and quantity of the material to be encountered, the character of the equipment, machinery, plant and any other facilities needed preliminary to and during prosecution of the work, the general and local conditions, the construction hazards, and all other matters, including, but not limited to, the labor situation which can in any way affect the work under the contract, and including all safety measures required by the Occupational Safety and Health Act of 1970 and all rules and regulations issued pursuant thereto. It is further mutually agreed that by submitting a proposal the bidder acknowledges that bidder is satisfied as to the feasibility and meaning of the plans, drawings, specifications and other contract documents for the construction of the work and that bidder accepts all the terms, conditions and stipulations contained therein.

Each bidder may, at its own expense, make such additional surveys and investigations as bidder may deem necessary to determine bid prices for the performance of the work in the durations requested by OSBM-DR. Any on-site investigation shall be done at the convenience of the OSBM-DR and the homeowner. Any reasonable request for access to the site will be honored by the OSBM-DR and owner.

4. Except for good cause shown to OSBM-DR, no bid may be withdrawn after the public opening of bids. All bidders shall remain valid for 180 days subject to inflation and/or price escalation of materials/labor after 90 days. The owner reserves the right to reject any or all bids and to waive informalities.
5. **Bid Evaluation and Contract Award:** The award of the contracts will be made to the lowest responsive and responsible bidder. OSBM-DR intends to make contract awards within five (5) business days following the public opening, and OSBM-DR reserves the right to award multiple contracts to any lowest responsive and responsible bidder(s) that have the building capacity to handle multiple awards and can deliver all the projects within the requested contract durations. OSBM-DR may award separate contracts for demolition that are separate from the contracts for delivery and installation of the MHUs.

In determining the lowest responsible, responsive bidder, OSBM-DR shall take into consideration the past experience and performance on prior single-family home projects, complete turnkey MHU projects; demolition experience; completion times, building capacity, quality of work, review or ratings of surety and insurers identified by bidder, and any information provided by owners or designers if references are checked by OSBM-DR during the evaluation process.

Should OSBM-DR adjudge that the apparent low bidder is not the lowest responsible, responsive bidder by virtue of the above information, said apparent low bidder will be so notified and his bid security shall be returned to him.

6. **Substitutions:** In accordance with the provisions of N.C. Gen. Stat. 133-3, material, product, or equipment substitutions proposed by the bidders to those specified herein can only be considered during the bidding phase until ten (10) days prior to the receipt of bids when submitted to the Designer with sufficient data to confirm material, product, or equipment equality. Proposed substitutions submitted after this time will be considered only as potential change order.



FORM OF BID PROPOSAL

COLUMBUS COUNTY MHU REPLACEMENT PROJECT IFB#89 (DRA 17/18)

Procuring State Agency:

Bidder: _____

N.C. Office of State Budget & Management

Date: _____

The undersigned, as bidder, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud. The bidder further declares that bidder had the option to examine the sites of the work and the contract documents relative thereto and has read all provisions furnished prior to the opening of bids; that bidder understands the work to be performed. The bidder further declares that it and its subcontractors will or have fully complied with NCGS 64, Article 2 in regards to E-Verification as required by Section 2.(c) of Session Law 2013-418, codified as N.C. Gen. Stat.§ 143-1290).

The Bidder proposes and agrees if this proposal is accepted to contract with the North Carolina Office of State Budget Management-Disaster Recovery Section ("OSBM-DR"), 430 N. Salisbury Street, Raleigh, North Carolina, in the form of contract as defined in the Invitation for Bids, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the **MHU Replacement and/or Demolition of the home for the following lump sum prices:**

Project No.	Project 1 Address: <u>1637 Walter Ward Rd, Nakina, NC 28455</u>	Cost	Days to Complete (Calendar Days)
1	One Singlewide MHU Replacement Total Lump Sum Price	\$	_____Days
DRI	Bid Alternate - Demo' of existing home	\$	_____Days
	Total for all Projects:	\$	Days



PROPOSAL SIGNATURE PAGE

The undersigned further agrees that in the case of failure on his part to execute the said contract and the bonds within ten (10) business calendar days after being given written notice of the award of contract, OSBM-DR may cancel the contract award, award the contract to the next lowest responsible bidder, and/or request the North Carolina Department of Justice to commence a civil action to recover the any increased cost between the bidder's bid price and the next lowest responsible bidder's bid price.

Respectfully submitted this day of _____ 2024.

(Name of firm or corporation making bid)

WITNESS:

By: _____
Signature

(Proprietorship or Partnership)

Name: _____
Print or type

ATTEST:

Title _____
(Owner/Partner/Pres.N.Pres)

By: _____

Address _____

Title: _____
(Corp. Sec. or Asst. Sec. only)

License No. _____

Federal I.D. No. _____

Email Address: _____

Phone No.: _____



**CONTRACT ACCEPTANCE PAGE
COLUMBUS COUNTY MHU REPLACEMENT
1637 WALTER WARD RD, NAKINA, NC 28455
PROJECT(S) IFB # 89 (DRA 17/18)**

OSBM-DR accepts Contractor's Bid for:

- Project 1 - Singlewide MHU Replacement for the Lump Sum Amount of \$_____
 - Project 1 Bid Alternate-Demo of Existing Home for the Lump Sum Amount of \$_____
- TOTAL CONTRACT AWARD \$_____

BY: _____
Durwin P. Jones
Director and General Counsel

Date



**OWNERS' ACCEPTANCE PAGE AND
NOTICE TO PROCEED
PROJECT(S) IFB # 89 (DRA 17/18)**

I, **Virgil Wayne McDuffie**, the Owner of home and property identified above as Project 1, **1637 Walter Ward Rd, Nakina, NC 28455** hereby consent by signing below to the replacement of my home, and this consent allows the Contractor, OSBM-DR Columbus County to enter my home upon reasonable notice to me and to allow Contractor to start the construction process, if I have not already granted access to my home and property for that purpose.

Virgil Wayne McDuffie Date

Witness Date



**OWNERS' ACCEPTANCE PAGE
CONSENT TO DEMOLITION OF EXISTING HOME AND NOTICE TO PROCEED
PROJECT(S) IFB # 89 (DRA 17/18)**

I, **Virgil Wayne McDuffie**, the Owner of home and property identified above as Project 1, **1637 Walter Ward Rd, Nakina, NC 28455** hereby consent by signing below, to the demolition of my home, and this consent allows the Contractor, OSBM-DR, and Columbus County to enter our home upon reasonable notice to me and further expressly consent and authorizes the Demolition Contractor to commence with the demolition process,

Virgil Wayne McDuffie

Date

Witness

Date



APPENDIX A

(THIS DOES NOT NEED TO BE RETURNED WITH BID, BUT BIDDER UNDERSTANDS THAT, IF AWARDED A CONTRACT, THE FOLLOWING TERMS AND CONDITIONS WILL BE INCLUDED IN THE CONTRACT.)

PROPOSED CONTRACT GENERAL TERMS & CONDITIONS

ARTICLE 1-WORK & RESPONSIBILITIES OF CONTRACTOR AND OWNER

- 1.1 **Contract:** The Contract between a successful bidder and Owner shall consist of: (1) New MHU Replacement Contract; (2) OSBM-DR's IFB and any addenda; (3) Contractor's Bid; (4) Contractor's Construction Documents submitted for obtaining required building permits; and (5) Owner's selections made at preconstruction meeting. The order of precedence for interpreting the terms and conditions of the Contract and/or resolving conflicting terms/conditions shall be the same as the order of the documents listed above.
- 1.2 **Scope of Work, Labor and Materials.** The Contractor shall furnish a new MHU and all necessary labor, materials, supervision, machinery, tools, apparatus, transportation, equipment and such other services necessary to complete the Project's Scope of Work including the specifications, which is attached hereto and incorporated herein as **Attachment A**, for the lump sum price of **\$XX,XXX.XX** (the relevant excerpts from Contractor's Bid are attached hereto and incorporated herein as **Attachment B**) in a good and workmanlike manner and in accordance with all applicable laws, regulations, and ordinances including, without limitation, all applicable North Carolina, local and federal building, housing, zoning, energy efficiency, environmental, safety, and sanitary codes, standards and/or quality. OSBM-DR will approve Alternate Prices through change order.
- 1.3 **Preconstruction Meeting.** Within 10 business days after the effective date of this Contract, OSBM- DR will schedule a preconstruction meeting with Contractor and Owner to develop the schedule for the construction of Project, which shall include but is not limited to: (i) final review of model house plan and specification selected by the Owner that was offered by the Contractor; Owner will make final selections of option finishes, appliances, and/or and construction components offered by Contractor's manufacturer; (ii) set date when Contractor will submit request for a building permit from the local building department-Authority Having Jurisdiction ("AHJ"); (iii) schedule site inspection prior to issuance of notice to proceed with construction and set a date for issuance for said notice (if site inspection has not already been done); (iv) review a preliminary construction/delivery schedule(s); (v) provide Owner and OSBM-DR with contact information for Contractor (including subcontractor(s) performing foundation work); (vi) review terms and conditions of this Contract; and (vii) review Contractor's safety protocols that OSBM-DR and Owner must comply with when they want to visit the Lot during construction.
- 1.4 **Access to Property.** Contractor shall have full access to the property after OSBM-DR's issuance of a notice to proceed with construction. OSBM-DR shall also have the right to access the Property during construction to perform inspections of the construction, conduct audits, and/or monitor compliance with DRA grant requirements. Owner shall also have the right to visit the Property during construction but must schedule the visit(s) with the Contractor during reasonable work hours.

1.5 Commencement of Construction. No construction work shall commence at the Project site until the Contractor receives a written **Notice to Proceed** from OSBM-DR (the "Notice"). Contractor may place purchase orders for the MHU, building materials and hire subcontractors as soon as the Contractor executes this Contract and returns it to OSBM-DR. The Contractor shall mobilize and begin work within the time specified in said Notice but no later than 30 days from the Notice. The Contractor shall complete the Project within **INSERT AGREED UPON DURATION (XXX) calendar days** as stated in the Contractor's bid proposal in response to the IFB or such other time specified in the Notice, which shall be referred to as the "Completion Date." The Completion Date may only be extended by approved change order and request for time extension submitted to OSBM-DR as required by Article 2.4 below.

1.6 Construction and Payment Schedule. Within 10 business days following its receipt of the Notice, the Contractor shall provide OSBM-DR with a construction schedule for each project calculated by using the start date in the Notice and showing a logical sequence of construction activities reflecting Contractor's intent to: order the MHU; perform of any required or specified site work; construction of MHU's foundation; any required or specified concrete pours for driveway, patio, and walkway; delivery and set up of MHU at the Property; final inspections; and Project closeout. All tasks should be completed within the duration stated in Contractor's accepted bid, which is 90 calendar days. The Schedule should also contain payment milestones (e.g., deposit up to 25%, payment up to 60% of contract price at delivery of home on foundation, payment of up to 10% of contract price upon acceptance of Project after final inspection/issuance of certificate of occupancy by authority having jurisdiction, and final payment up to 5% of contract price upon closeout of project).

The Schedule must include the date Contractor will notify Owner to schedule the reconnection of electrical service to the new MHU to avoid delays to final inspections and/or project closeout.

1.7 Permits and Licenses. The Contractor shall give any required notice and obtain all permits and licenses required for the completion of the Project and Submit them to OSBM-DR **BEFORE** any work is performed.

Contractor must have the AHJ approve the foundation for MHU prior to the start of the construction of foundation work.

1.8 Protection of Work, Property and Public. Contractor shall keep the Project site clean and safe for the Contractor, subcontractors, inspectors, OSBM-DR, Owner, public and adjoining landowners.

The Contractor shall enforce AHJ's and OSBM-DR's instructions regarding signs, advertisements, fire and smoking.

No firearms, any type of alcoholic beverages, or drugs (other than those prescribed by a physician) will be permitted at the Project site.

1.9 Construction Supervision and Monitoring. The Contractor shall employ, a competent project manager, superintendent, other supervisory employee, or contractor/subcontractor who shall oversee Contractor's work at the Project site.



- 1.10 Warranties & Instruction Manuals. Contemporaneously with final inspection or final acceptance of the Project by AHJ through issuance of a certificate of occupancy, whichever is later, Contractor shall provide Owner with certificates of warranties, instruction manuals, and other documents specified in the Scope of Work and approved change orders. Warranties shall commence from the date of final acceptance from the AHJ and Owner's written acceptance of the MHU. Contractor shall provide copies of the foregoing documents to the OSBM-DR.

ARTICLE 2-GENERAL TERMS & CONDITIONS

- 2.1 Sedimentation Pollution Control Act of 1973: Any land-disturbing activity performed by the Contractor in connection with the Project shall comply with all erosion control measures as may be required by the State or local authority having jurisdiction, and any additional measures which may be required in order to ensure that the project is in full compliance with the Sedimentation Pollution Control Act of 1973, as implemented by Title 15, North Carolina Administrative Code, Chapter 4, Sedimentation Control, Subchapters 4A, 4B and 4C, as amended (15 N.C.A.C. 4A, 4B and 4C).

Upon receipt of notice that a land-disturbing activity is in violation of said Act, the Contractor shall be responsible for ensuring that all steps or actions necessary to bring the project in compliance with said Act are promptly taken. The Contractor shall be responsible for defending any legal actions instituted pursuant to N.C. Gen. Stat. §113A-64 against any party or persons described in this Article. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless OSBM-DR, County, and their agents, consultants and employees from and against all claims, damages, civil penalties, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the Contractor's (including its subcontractors) performance of work or failure of performance of work, provided that any such claim, damage, civil penalty, loss or expense is attributable to a violation of the Sedimentation Pollution Control Act.

- 2.2 Inspection of the Work: It is a condition of this Contract that the work shall be subject to inspection by the AHJ, which will approve the MHU Construction Documents for the building permit as well as inspect the construction for occupancy and building code compliance.

OSBM-DR will also conduct quality assurance/quality control ("QA/QC") inspections for site work, foundation work, setting of the MHU on the foundation, and final inspection to close out the Contract. OSBM-DR shall have the right to issue a notice of stop work if a QA/QC inspection finds deficient work, work that does not comply with the Construction Documents, and/or work that does not comply with the State Building Requirements and/or building requirements of the AHJ. OSBM-DR will also make inspections to approve progress payments. Contractor shall permit all inspections at the Project site during normal working hours and during any time work is in preparation and progress by the AHJ, OSBM-DR, and/or those persons required by state law to test special work for official approval.

The Contractor shall provide safe access to the work at all times for such inspections. Contractor

shall also permit OSBM-DR to perform QA/QC inspection of any MHU at Contractor's facility when the manufacturer delivers the MHU to Contractor and/or to inspect the MHU that Contractor has in its inventory.

2.3 Changes in Work: OSBM-DR does not expect any changes with respect to site conditions or manufacture of MHU after Owner has made final selections. OWNER AGREES NOT TO REQUEST ANY CHANGES TO THE MHU AFTER OWNER HAS MADE FINAL SELECTIONS OF FINISHES AT THE PRECONSTRUCTION MEETING. Notwithstanding the foregoing, Contractor must obtain OSBM-DR written approval of any change in the Contract's scope of work prior to performing the change in work. Contractor may only proceed with a change in work if failure to do so will create a life-safety risk to the workers or Owner if not made at time the change was discovered. OSBM-DR will pay for approved change orders pursuant to progress payment schedule set forth in Article 1.6 above.

2.4 Time of Completion, Delays and Extension of Time: The Contractor shall commence work to be performed under this Contract on a date set forth in the Notice to Proceed. OSBM-DR should be able to pay Contractor all deposits within 1-2 weeks after full execution of the Contract. Time is of the essence and the Contractor acknowledges the Owner and OSBM-DR will likely suffer financial damage for failure to complete the work within the time of completion (most notably Owner is displaced from the home and OSBM-DR will continue to pay temporary housing costs). After a two-week grace period following the Contract's preferred Completion Date, OSBM-DR may assess liquidated damages for each day after the grace period until Contractor completes the Project. The amount of liquidated damages to be assessed shall be \$154.00 per day, which Contractor shall pay the Owner or OSBM-DR may deduct the amount of liquidated damages from the balance of the Contract Price that may be due Contractor.

If the Contractor is delayed at any time in the progress of his work solely by a material breach of the contract by OSBM-DR (e.g., failure to make a progress payment) or Owner, by changes ordered in the work; by abnormal weather conditions not reasonably anticipated for the locality where the work is performed; by unavoidable casualties; by any causes beyond the Contractor's control; or by any other causes which OSBM-DR determine may justify the delay, then the contract time may be extended by change order only for the time which OSBM-DR may determine is reasonable.

Time extensions will not be granted for rain, wind, snow or other natural phenomena of normal intensity for the locality where work is performed. For purpose of determining extent of delay attributable to unusual weather phenomena, a determination shall be made by comparing the weather for the contract period involved with the average of the preceding five (5) year climatic range during the same time interval based on the National Oceanic and Atmospheric Administration National Weather Service statistics for the locality where work is performed. Contractor will have to provide documentation of the abnormal weather event, and any time extension will be based on the number of days of actual abnormal weather events. No weather delays shall be considered after the building is dried-in. Time extensions for weather delays, acts



of God, labor disputes, fire, delays in transportation, unavoidable casualties or other delays which are beyond the control of the OSBM-DR do not entitle the Contractor to compensable damages for delays, but Contractor will be entitled to a reasonable time extension.

- 2.5 Licensing & Bond Requirements: To the extent Contractor will use a general contractor to perform any work in setting up the MHU on the Lot, the general contractor must be properly licensed under Chapter 88, Article 1, General Statutes of North Carolina, and must have license classification for Limited, Intermediate, or Unlimited Construction.

Contractor or its general contractor must use properly North Carolina licensed subcontractors for the performance of electrical, plumbing, mechanical and HVAC (heating, ventilation and air conditioning), or as may be required by authority having jurisdiction (i.e., municipal and/or county building department).

If required by Notice of Contract Award, Contractor shall submit the original payment and performance bond to OSBM-DR prior to the start of any work on the Lot.

- 2.6 Insurance Coverage: During the term of the awarded Contract, the Contractor shall provide and maintain the following coverage and limits:

- a. Worker's Compensation. The Contractor's shall provide and maintain Worker's Compensation, as required by the laws of North Carolina, as well as employer's liability coverage with insurance minimum limits of \$540,000.00, covering all of Contractor's employees who are engaged in any work under this contract.
- b. Commercial General Liability. The Contractor's shall maintain General Liability Coverage on a Comprehensive Broad Form on a cost occurrence basis in the minimum amount of \$1,000,000.00 single limit and a combined/aggregate limit of \$2,000,000.00. Defense cost shall be in excess of the limit of liability.
- c. Automobile. The Contractor's shall maintain automobile liability insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with this contract. The minimum combined single limit shall be \$540,000.00 bodily injury and property damage; \$540,000.00 uninsured/under insured motorist; and \$10,000.00 medical payment.
- d. Property Insurance (Builder's Risk/Installation Floater). The Contractor shall purchase and maintain property insurance until final acceptance, upon the entire work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner, the Contractor, the subcontractors and sub-subcontractors in the work and shall insure against the perils of fire, wind, rain, flood, extended coverage, and vandalism and malicious mischief. If the Owner is damaged by failure of the Contractor to purchase or maintain such insurance, then the Contractor shall bear all reasonable costs properly attributable thereto; the Contractor shall affect and maintain similar property insurance on portions of the work stored off the site when request for payment per articles so includes such portions.
- e. Deductible. Any deductible, if applicable to loss covered by insurance provided, is to be borne by the Contractor.



Requirements. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of this Agreement. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. The costs of premiums shall be included in the Contract Price and be reflected in the Contractor's schedule of values in its payment application as general condition costs.

Contractor represents to OSBM-DR and Owner that a certificate of insurance with all required insurance policies and limits has been obtained prior to the issuance of the Notice to Proceed. The Contractor will provide a copy of the certificate of insurance to the OSBM-DR or Owner upon request. If any personal injury or property damage or claim of such injury or damage should occur during construction of the Project, the Contractor shall provide upon request of OSBM-DR, Owner, subcontractor, any employee of an entity inspecting the property or providing architectural, engineering and/or land surveying services (including but not limited to State employees, employees of the AHJ), and/or any attorney representing an OSBM-DR or Owner a complete copy of any insurance policy that may provide coverage for the injury, damages and/or claim.

Notice. The State Tort Claims Act, N.C. Gen. Stat. §§ 143-291 et seq., may apply to any incident involving any State employees who may be at the Project site during construction for purposes performing DRA project management, grant monitoring/compliance and/or inspections, and he/she allegedly caused property damage to the Property and/or personal injury to the OSBM-DR, any Contractor employee, any subcontractor employee, and/or any other person at the Project site.

ARTICLE 3-ADDITIONAL MISCELLANEOUS PROVISIONS

2.1 Notices. Any notice to the OSBM-DR or Contractor required under this Agreement shall be served in person, email or by mail set forth below.

For OSBM-DR	For Contractor
John Donachie, Operations Manager OSBM-DR MSC 20320 Room 4002 Raleigh, NC 27699-0320 Cell: 984-302-6919 Direct: 984-236-0734 Email: john.donachie@osbm.nc.gov	



- 2.2 Severability. If any provision of this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then said provision shall be of no effect, but all remaining provisions shall remain enforceable.
- 3.3. Modification: The Contract or related construction documents may not be modified or amended in any manner except in an executed change order.
- 3.4. Assignment: This Contract and any of the documents related hereto and the rights, duties, or obligations thereunder may not be assigned by the OSBM-DR or the Contractor without the written consent of OSBM-DR. Any assignment made without the written consent of the OSBM-DR shall be void and of no force or effect.
- 3.5 Historically Underutilized Business Participation: N.C. Gen. Stat. § 143-128.2 establish a ten percent (10%) goal for participation by minority and women owned businesses in total value of work for DRA-18 Projects that have b historically underutilized ("HUB"). The document, *Guidelines for Recruitment and Selection of Minority Businesses for Participation in State Construction Contracts* including Affidavits are found on the N.C. State Construction Office website. Contractor shall make good faith efforts to obtain HUB subcontractor participation for manufacturing the MHU, site work, foundation work, and/or any other work required to set up the MHU on the Lot.
- 3.6 Dispute Resolution Goals and Scope. The primary goal of the DRA program is to expedite the State's housing recovery efforts to counties that have needs that are not met by any federal disaster recovery programs. The DRA dispute resolution program will achieve the foregoing goal by fairly and timely addressing: changes in work; delays and requests for time extensions; DRA compliance issues; performance issues of Contractor and/or subcontractors; non-conforming or deficient work issues (quality control/quality assurance); payment and nonpayment issues; warranty issues within the first year (to the extent OSBM-DR is still implementing a DRA Housing Recovery Program); OSBM-DR's enforcement of contract requirements; action on or disposition of any audit finding; OSBM-DR complaints relating and/or arising out of the construction of the Project; and/or any other dispute or claim that arises from or relates to the Project that are not otherwise excluded below.

During such time as any dispute, issue or claim is being presented, heard, and considered pursuant to this Paragraph, this Contract shall remain in full force and effect and the Contractor shall continue to perform work as directed in the Agreement.

All non-monetary and monetary claims, disputes or issues shall be disposed of in the following manner:

- a. The claimant shall submit to OSBM-DR a short written statement or email of the claim, dispute or issue and/or attach the document reflecting or containing the claim, dispute or issue (e.g., rejected change order request, rejected request for time extension and a schedule narrative/time impact analysis supporting a delay claim, notice of deficiency or non-conforming work, request for information, unpaid invoice or payment application, audit finding, etc.). OSBM-DR



shall investigate the claim, dispute or issue within seven (7) business days and the investigation may include but is not limited to: requesting a written response from any party to the claim, dispute or issue within this time period; and/or consult with other state agencies or retained subject matter experts. OSBM-DR, at its discretion, may request a conference call or meeting with Contractor, manufacturer and/or subcontractor to discuss resolution of the claim, dispute or issue.

- b. After the investigation, OSBM-DR shall issue a summary decision or recommendation resolving the claim, dispute or issue to the claimant and respondent(s). The claimant and respondent shall each notify in writing or by email of the response (acceptance or rejection) to the decision or recommendation. If the claimant and respondent accept the decision or recommendation, then the decision or recommendation shall be implemented by Contractor, OSBM-DR, and/or the designer.
- c. If OSBM-DR's decision or recommendation does not resolve the dispute, the parties agree to hire mediator and follow the process for mediation set forth in the State Building Commission's Dispute Resolution Rules. If mediation does not result in a settlement of the dispute, the parties may seek to resolve the dispute with a North Carolina Court. If the claim will be against OSBM-DR then, pursuant to N.C. Gen. Stat. § 143-135.3, the action must be commenced in Wake County Superior Court and tried to the Court, or a contested case filed with the Office of Administrative Hearings.

All parties to the Contract and DRA Housing Recovery Program project award to Owner understand and acknowledge that the foregoing dispute resolution process is intended to be an informal settlement process of claims, disputes and issues. The parties are cautioned that OSBM-DR reserves the right to terminate this agreement for convenience, if the claimed proposed change order, proposed request for time extension/delay claim, and/or alleged damages for breach of contract will exceed any allocated contingency for the Project and DRA Housing Recovery Program funding cap for the OSBM-DR's Project type. Therefore, all parties are strongly encouraged to resolve all disputes, claims or issues as quickly as possible to avoid a termination of this Agreement for convenience.

3.7 Termination of Agreement

- a. Termination for Convenience. In general, OSBM-DR will provide notice to the Contractor to terminate this Contract for convenience by giving Contractor at least a three (3) day notice in writing and/or email to the Contractor but may issue a notice with less time. OSBM-DR may exercise this option for any reason, however, OSBM-DR is more likely to terminate this Contract for any of the following situations: unknown environmental hazards are discovered on the Property or in the Premises; proposed changes, claims, mechanics liens against Owner's Property, and/or disputes and related damages are projected to exceed the grant funding for the Project OSBM-DR grant (including any contingency); delays or performance issues caused by circumstances beyond the control of the Contractor or OSBM-DR (e.g., sickness, death, employee turnover, etc.); verbal or written complaints of non-payment or late payment by any of the Contractor's subcontractors or suppliers; violation of safety measures, protocols or prohibitions at the Project site (e.g., possession of firearm, consumption of alcohol, etc.);



relationship issues between Contractor and OSBM-DR or Contractor and Owner; federal, state or local agency notice or action that causes work to stop that was not caused by an act or omission of the Contractor and/or OSBM-DR; damage to the Property caused by a third-party or other natural disaster; or any issue or circumstance that necessitates the termination of the Contract for convenience rather than a termination for cause/default. The termination shall take effect 10 business days after the date of the notice, unless a short period is specified in the notice.

If this Contract is terminated for convenience by OSBM-DR, the Contractor will be paid for all work properly performed and in place at the Project site as of the date of the termination, payment of manufacturer for the cost of completing the MHU if it is in production prior to the placement of a purchase order and past any date to cancel the order, storage costs of the Contractor if it has accepted deliver of the MHU from the manufacturer, and reasonable demobilization costs included in Contractor's general conditions in its payment application's schedule of values. Unless the notice directs otherwise in the notice, the Contractor shall immediately stop placing of orders for materials, equipment, and supplies. County/OSBM- DR may direct certain work be continued or performed until completed or a date certain, which may be beyond a 10-business day transition period (or shorter period that may be stated in the notice). If the MHU has been manufactured and delivered to Contractor, then OSBM-DR may negotiate a separate contract with Contractor to sell the MHU for OSBM-DR on consignment and OSBM-DR will pay reasonable storage costs until the MHU is sold to a third-party, and/or Contractor may make an offer to OSBM-DR to purchase the MHU for Contractor's inventory.

b. Termination for Cause/Default. The Contractor and Owner agree and understand that OSBM-DR has the right to terminate grant funding of this Project should the Contractor default in performing its work and carrying out its responsibilities under this Contract. Any of the following events or situations may give rise to a notice to the Contractor of the intent to terminate this Contract for cause or default:

1. Contractor is adjudged as bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed because of its insolvency.
2. Contractor materially fails pay its subcontractors or suppliers.
3. Contractor has materially and substantially breached the Contract; and
4. Contractor fails to so prosecute the Work as to ensure its completion by the Completion Date as extended by approved change order(s).

Procedures. OSBM-DR shall give Contractor and its surety (if any) a seven-day written notice, certified mail return receipt requested, to the last known business address of Contractor as well as by email, of the intent to terminate the Contract for any cause set forth above. The seven-day notice shall provide Contractor with a date certain by which it must cure the stated causes for termination and that failure to do so by that date will allow OSBM-DR to terminate the Contract without any further notices to cure. If Contractor fails to cure the stated causes for default by the specified date(s), then OSBM-DR shall notify Contractor and surety (if any) in writing that the

Contract has been terminated for cause/default. OSBM-DR will take over completion of the Contract if no surety or surety shall take over completion of the Project within seven calendar days. Should surety fail to take over the Project within seven (7) days after default termination of Contractor, OSBM-DR shall arrange for the completion of the Project and take possession of the Project site and of all materials, and/or equipment on the site which has been purchased and paid for by OSBM-DR. OSBM-DR shall also issue a change order deducting the cost thereof from the unpaid Contractor Amount including earned but unpaid retainage. The Contractor and its surety (if any) shall not be entitled to any further payment from OSBM-DR until all costs of completing the Work shall have been paid. If the unpaid balance of the Contract Price exceeds the costs of finishing the Work, such excess shall be paid to the Contractor or its Surety as applicable after final inspection and issuance of certificate of occupancy by AHJ, whichever is later. If such costs exceed the unpaid Contract Price, the Contractor or its surety shall pay the difference to OSBM- DR. If OSBM-DR sues the Contractor or Surety to recover the excess costs, then Contractor and Surety shall pay all litigation costs, liquidated damages and/or actual damages incurred by OSBM- DR in the successful recovery of such costs and/or damages, including reasonable attorney's fees. Except further performance of the work and related contractual provisions, all other obligations of the Contractor shall survive the termination of the Contract, in particular auditing and DRA compliance.

3.8 Contractor Evaluation: The Contractor's overall work performance on each assigned or award DRA Project shall be fairly evaluated by OSBM-DR in accordance with the State Building Commission ("SBC") policy and procedures (included in the rules for the N.C. Department of Administration). The evaluations may be used by the Counties and OSBM-DR for bidding on future DRA projects and/or other state disaster recovery projects arising from Hurricane Florence, Hurricane Florence or any other subsequent natural disaster. Contractors shall have the right to appeal any evaluation to the SBC pursuant to the aforementioned policy and procedures.

3.9 Gifts: Pursuant to N.C. Gen. Stat. § 133-32, it is unlawful for any vendor or contractor to make gifts or to give favors to any State employee. This prohibition covers those vendors and contractors who: (1) have a contract with a governmental agency; or (2) have performed under such a contract within the past year; or (3) anticipate bidding on such a contract in the future. For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review N.C. Gen. Stat. § 133-32.

During the construction of the Project, the Contractor and subcontractors are prohibited from making gifts to any employees of OSBM-DR and/or any other State employee from any other State Agency that may have any involvement, influence, responsibilities, oversight, management and/or duties that pertain to and/or relate to the contract administration, financial administration and/or disposition of claims arising from and/or relating to the Contract and/or Project.

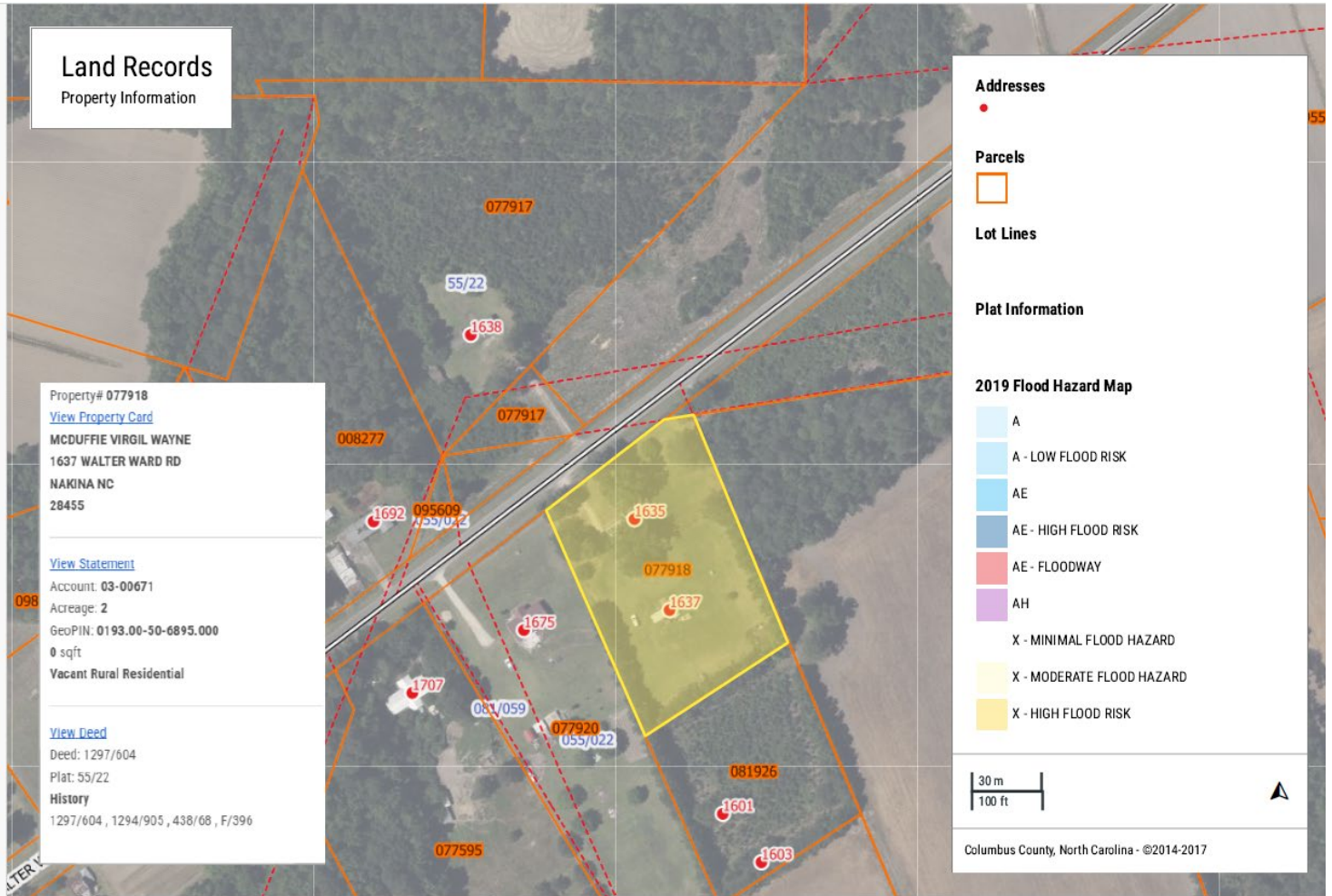
3.10 Auditing Access to Person and Records: In accordance with N.C. Gen. Stat. §147-64.7, State Auditor and/or the internal auditors for the County, OSBM-DR and/or DPS/NCEM, shall have access to Contractor's officers, employees, agents and/or other persons in control of and/or responsible for the Contractor's records that relate to this Contract for purposes of conducting audits under the referenced statute. Said auditors shall also have the right to access and copy the

Contractor's and its subcontractors' and suppliers' records relating to the Contract and Project during the term of the Contract and within three (3) years following the completion of the Project/close-out of the Contract to verify accounts, accuracy, information, calculations and/or data affecting and/or relating to Contractor's requests for payment, requests for change orders, change orders, claims for extra work, requests for time extensions; and/or claims.

- 3.11 North Carolina False Claims Act: The North Carolina False Claims Act ("FCA"), N.C. Gen. Stat. § 1-605 through 1-618, applies to this Contract. The Contractor should familiarize itself with the FCA and should seek the assistance of an attorney if it has any questions regarding the FCA and its applicability to any requests, demands and/or claims for payment it submits to the State through the contracting state agency.
- 3.12 Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.
- 3.13 Entire Agreement: This Agreement (inclusive of all documents identified herein) is between the OSBM-DR and the Contractor. The OSBM-DR and Contractor recognize and understand that this Agreement includes the DRA Program Policies and Procedures that are reference herein, Attachments hereto, and the construction documents constitute the entire Agreement, and all prior agreements and/or oral representation/agreements are merged into this Agreement.

Appendix A

Reference: GIS Information: 1637 WALTER WARD RD, NAKINA, NC 28455



Appendix B

Reference: Property Asbestos Inspection Report: 1637 WALTER WARD RD, NAKINA, NC 28455

December 11, 2024

Mr. John Donachie
NC Office of State Budget and Management – Disaster Recovery
430 N Salisbury Street – Room 4002
Raleigh, North Carolina 27699-0320

Reference: Report of Asbestos Survey
1637 Walter Ward Road
Nakina, North Carolina 28455

Dear Mr. Donachie,

EnviroMac, LLC (EnviroMac) submits this report to document the asbestos survey we conducted at the referenced site. The purpose of this survey was to determine if asbestos-containing materials (ACM) are present prior to planned renovation or demolition of the building.

Site Description

The subject site is an approximately 1,000-square-foot manufactured home. The home contains aluminum siding and is sealed with metal windows and a metal roof. The interior comprises of a living room, kitchen, three bedrooms, and one bathroom. Interior finishes include wood panel walls, manufactured textured ceiling panels, vinyl flooring, and carpet.

Asbestos Survey

On December 6, 2024, Mr. David McIntyre (NC Asbestos Inspector #13267) collected 6 samples of suspect ACM in general accordance with United States Environmental Protection Agency (USEPA) sampling requirements for ACM in schools (40 CFR 763, Subpart E and Appendices), as applicable. The samples were analyzed for asbestos by polarized light microscopy (PLM) using USEPA Method 600/R-93/116. Samples were submitted to Eurofins/CEI Labs in Cary, NC. Sample analysis was conducted by labs accredited under the National Voluntary Laboratory Accreditation Program (NVLAP) (Lab Code 101768-0).

Findings

The laboratory analytical results show that asbestos was identified in the silver/black coating on the metal roof. A summary of the sample results is included as **Attachment A**. The laboratory report is included as **Attachment B**. See **Table 1** on the next page for a summary of ACM identified during the survey.

Table 1 – Summary of ACM

Sample ID	Material Description	Material Location	Percent/Type Asbestos	Approximate Quantity
RC-1,2	Silver/Black Roof Coating; Friable	Exterior Metal Roof	2% Chrysotile	1,000 square-feet

Recommendations

Based on the results of our survey conducted on December 6, 2024, EnviroMac recommends the identified ACM is removed and disposed of by a qualified asbestos-abatement contractor prior to demolition of the building.

We appreciate this opportunity to provide these services to the NC OSBM-DR. Please contact David McIntyre at (252) 903-1446 or at dmcintyre@enviro-mac.com if you have any questions about the information in this report.

Sincerely,

EnviroMac


David W. McIntyre
NC Asbestos Air Monitor #80955
NC Asbestos Inspector #13267
NC Asbestos Management Planner #21089
NC Asbestos Project Designer #40538

Senior Peer Review


P. Bryan McIntyre

Attachments: Attachment A – Summary of Sample Results
Attachment B – Laboratory Report

ATTACHMENT A

Summary of Sampling Results



EnviroMac

**Attachment A – Summary of Sample Results
 1637 Walter Ward Road, Nakina, NC**

Sample ID	Material Description	Material Location	Percent/Type Asbestos	Approximate Quantity
FT-1,2	White Square Pattern Vinyl Sheet Flooring and Mastic; Non-friable	Kitchen	NAD	N/A
CB-1,2	Carpet Backing; Friable	Living Room/Bedrooms	NAD	N/A
RC-1,2	Silver/Black Roof Coating; Friable	Exterior Roof	2% Chrysotile	1,000 square-feet

NAD=No Asbestos Detected; N/A=Not Applicable

NC Asbestos Inspector:
 David McIntyre (#13267)

ATTACHMENT B

Laboratory Report



EnviroMac

December 11, 2024

EnviroMac, LLC
2801 Edridge Court, Unit 101
Raleigh, NC 27612

CLIENT PROJECT: 1637 Walter Ward Rd, Nakina, NC, 202464
CEI LAB CODE: B2423922

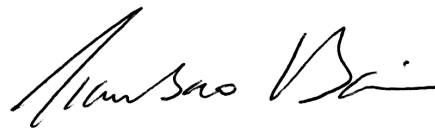
Dear Customer:

Enclosed are asbestos analysis results for PLM Bulk samples received at our laboratory on December 10, 2024. The samples were analyzed for asbestos using polarizing light microscopy (PLM) per the EPA 600/R-93/116: *Method for the Determination of Asbestos in Bulk Building Materials* and EPA 40 CFR Appendix E to Subpart E of Part 763: *Interim Method of the Determination of Asbestos in Bulk Insulation Samples*.

Sample results containing >1% asbestos are considered asbestos-containing materials (ACMs) per EPA regulatory requirements. The detection limit for the EPA 600/R-93/116 Method and EPA 40 CFR Appendix E to Subpart E of Part 763 is <1% asbestos as determined by visual estimation.

Thank you for your business and we look forward to continuing good relations.

Kind Regards,



Tianbao Bai, Ph.D., CIH
Laboratory Director



CEI

ASBESTOS ANALYTICAL REPORT

By: Polarized Light Microscopy

Prepared for

EnviroMac, LLC

CLIENT PROJECT:

1637 Walter Ward Rd, Nakina, NC, 202464

LAB CODE:

B2423922

TEST METHOD:

EPA 600 / R-93 / 116 and EPA 40 CFR Appendix E to
Subpart E of Part 763

REPORT DATE:

12/11/24

TOTAL SAMPLES ANALYZED:

5

SAMPLES >1% ASBESTOS:

1



CEI

Asbestos Report Summary

By: POLARIZING LIGHT MICROSCOPY

PROJECT: 1637 Walter Ward Rd, Nakina, NC,
202464

LAB CODE: B2423922

METHOD: EPA 600 / R-93 / 116 and EPA 40 CFR Appendix E to Subpart E of Part 763

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
FT-1		B2423922.01A	White, Square Pattern	Sheet Flooring	None Detected
		B2423922.01B	White	Mastic	None Detected
FT-2		B2423922.02A	White, Square Pattern	Sheet Flooring	None Detected
		B2423922.02B	White	Mastic	None Detected
CB-1		B2423922.03	Orange, Yellow	Carpet Backing	None Detected
CB-2		B2423922.04	Orange, Yellow	Carpet Backing	None Detected
RC-1	Layer 1	B2423922.05	Silver	Roof Coating - Silver Paint	Chrysotile 2%
	Layer 2	B2423922.05	Black	Roof Coating	None Detected
RC-2		B2423922.06		Sample Not Analyzed per COC	

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: EnviroMac, LLC
 2801 Edridge Court, Unit 101
 Raleigh, NC 27612

Lab Code: B2423922
Date Received: 12-10-24
Date Analyzed: 12-11-24
Date Reported: 12-11-24

Project: 1637 Walter Ward Rd, Nakina, NC, 202464

ASBESTOS BULK PLM, EPA 600/R-93/116 METHOD and EPA 40 CFR Appendix E Subpart E to Part 763

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous		Non-Fibrous		
FT-1 B2423922.01A	Sheet Flooring	Heterogeneous White, Square Pattern Fibrous Bound	50%	Cellulose	50%	Vinyl	None Detected
	B2423922.01B Mastic	Homogeneous White Non-fibrous Bound			100%	Mastic	None Detected
FT-2 B2423922.02A	Sheet Flooring	Heterogeneous White, Square Pattern Fibrous Bound	50%	Cellulose	50%	Vinyl	None Detected
	B2423922.02B Mastic	Homogeneous White Non-fibrous Bound			100%	Mastic	None Detected
CB-1 B2423922.03	Carpet Backing	Homogeneous Orange, Yellow Non-fibrous Bound			100%	Foam	None Detected
	B2423922.04	Homogeneous Orange, Yellow Non-fibrous Bound			100%	Foam	None Detected
RC-1 Layer 1 B2423922.05	Roof Coating - Silver Paint	Homogeneous Silver Non-fibrous Bound	2%	Cellulose	76%	Paint Tar	2% Chrysotile

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: EnviroMac, LLC
 2801 Edridge Court, Unit 101
 Raleigh, NC 27612

Lab Code: B2423922
Date Received: 12-10-24
Date Analyzed: 12-11-24
Date Reported: 12-11-24

Project: 1637 Walter Ward Rd, Nakina, NC, 202464

ASBESTOS BULK PLM, EPA 600/R-93/116 METHOD and EPA 40 CFR Appendix E Subpart E to Part 763

Client ID	Lab	Lab	NON-ASBESTOS COMPONENTS				ASBESTOS
Lab ID	Description	Attributes	Fibrous	Non-Fibrous			%
Layer 2 B2423922.05	Roof Coating	Homogeneous Black Non-fibrous Bound	5%	Cellulose	95%	Tar	None Detected

RC-2 Sample Not Analyzed
 B2423922.06 per COC

LEGEND: Non-Anth = Non-Asbestiform Anthophyllite
Non-Trem = Non-Asbestiform Tremolite
Calc Carb = Calcium Carbonate

METHOD: EPA 600 / R-93 / 116 and EPA 40 CFR Appendix E to Subpart E of Part 763

REPORTING LIMIT FOR PLM: 1% by calibrated visual estimation

REPORTING LIMIT FOR POINT COUNTS: 0.25% by 400 Points or 0.1% by 1,000 Points

REGULATORY LIMIT: >1%

Due to the limitations of the EPA 600/R-93/116 method, nonfriable organically bound materials (NOBs) such as vinyl floor tiles can be difficult to analyze via polarized light microscopy (PLM). EPA recommends that all NOBs analyzed by PLM, and found not to contain asbestos, be further analyzed by Transmission Electron Microscopy (TEM). Please note that PLM analysis of dust and soil samples for asbestos is not covered under NVLAP accreditation. *Estimated measurement of uncertainty is available on request.*

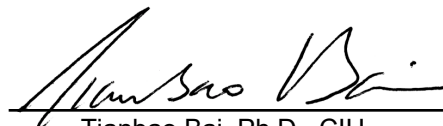
This report relates only to the samples tested or analyzed and may not be reproduced, except in full, without written approval by Eurofins CEI. Eurofins CEI makes no warranty representation regarding the accuracy of client submitted information in preparing and presenting analytical results. Interpretation of the analytical results is the sole responsibility of the client. Samples were received in acceptable condition unless otherwise noted. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. Government.

Information provided by customer includes customer sample ID and sample description.

ANALYST:


Ryan Steele

APPROVED BY:


Tianbao Bai, Ph.D., CIH
Laboratory Director



6



CHAIN OF CUSTODY

CEI

730 SE Maynard Road, Cary, NC 27511
Tel: 866-481-1412; Fax: 919-481-1442

LAB USE ONLY:
CEI Lab Code: B2423922
CEI Lab I.D. Range:

COMPANY INFORMATION		PROJECT INFORMATION	
CEI CLIENT #:		Job Contact:	David McIntyre
Company:	EnviroMac, LLC	Email / Tel:	dmcintyre@enviro-mac.com
Address:		Project Name:	1637 Walter Wolf Rd, Makina, NC
		Project ID#:	202464
Email:		PO #:	
Tel:	Fax:	STATE SAMPLES COLLECTED IN: NC	

IF TAT IS NOT MARKED STANDARD 3 DAY TAT APPLIES.

ASBESTOS	METHOD	TURN AROUND TIME					
		4 HR	8 HR	1 DAY	2 DAY	3 DAY	5 DAY
PLM BULK	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM POINT COUNT (400)	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM POINT COUNT (1000)	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM GRAV w POINT COUNT	EPA 600		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM BULK	CARB 435		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PCM AIR	NIOSH 7400	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR	EPA AHERA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR	NIOSH 7402	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR (PCME)	ISO 10312	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR	ASTM 6281-15	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM BULK	CHATFIELD		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM DUST WIPE	ASTM D6480-05 (2010)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM DUST MICROVAC	ASTM D5755-09 (2014)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM SOIL	ASTM D7521-16			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM VERMICULITE	CINCINNATI METHOD			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM QUALITATIVE	IN-HOUSE METHOD		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OTHER:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS / SPECIAL INSTRUCTIONS: Stop at first positive		<input checked="" type="checkbox"/> Accept Samples <input type="checkbox"/> Reject Samples	
Relinquished By:	Date/Time	Received By:	Date/Time
David McIntyre	12/6/24	BNB	12/10/24 8:00

Samples will be disposed of 30 days after analysis

Dropbox

