

Contract No.: **CM1498**
Bid/Proposal No.: NC09-033

CONTRACT FOR THE
REMOVAL OF ASBESTOS-CONTAINING MATERIALS
14TH STREET ANNEX FACILITY, FERNANDINA BEACH, FL

THIS CONTRACT entered into this 23rd day of November, 2009, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **ALL CATASTROPHE CONSTRUCTION TEAM, INC.**, 6409 Land O Lakes Boulevard, Land O Lakes, Florida 34639, hereinafter referred to as "Contractor".

WHEREAS, the County received sealed bids for the removal of asbestos-containing materials at the 14th Street Annex Facility, located at 11 North 14th Street, Fernandina Beach, Florida 32034, Bid No. NC09-033, on October 22, 2009 at 2:00 p.m.; and

WHEREAS, the Building Maintenance Department determined that Contractor was the lowest, most responsive and responsible bidder; and

WHEREAS, on this date, the Board of County Commissioners of Nassau County, based on the recommendation of the Building Maintenance Department, awarded the bid to Contractor, subject to execution of this contract.

NOW, THEREFORE, in consideration of the terms and conditions herein set forth, the County and the Contractor agree as follows:

SECTION 1. Description of Services to be Provided

Contractor shall perform all work and furnish all necessary labor, equipment, materials, safety equipment, transportation for the removal and proper disposal of asbestos-containing materials in accordance with the Means and Methods Abatement Plan, attached hereto as Exhibit "A", hereinafter referred to as the "Work".

SECTION 2. Time of Performance

The Contractor will commence the Work required by the Contract Documents within fifteen (15) calendar days after the date of the Notice to Proceed and will complete the project within thirty-five (35) consecutive calendar days after the date of the Notice to Proceed unless the period for completion is extended otherwise by the Contract Documents. The issuance of a County purchase order shall act as the Notice to Proceed for this project.

SECTION 3. Compensation

The County has determined and declared the above-named Contractor to be the lowest responsible bidder on the above referenced Project, and has duly awarded this Contract to said Contractor, for the lump-sum named on the submitted Bid Form, attached hereto as Exhibit "B", to-wit:

One hundred eleven thousand five hundred dollars and no cents (\$111,500.00)

For the purpose of establishing a cost basis for any uncovered or unforeseen work, the unit cost price for each identified asbestos-containing material has been established on the submitted Bid Form, Exhibit "B". The Contractor shall immediately notify the Environmental agent on the job, prior to any removal or abatement of uncovered or unforeseen work, to determine if in fact, an equitable adjustment is necessary.

The County reserves the right to make additions or deletions to work and/or any portions of the work. Compensation will be agreed to with a negotiated change order.

SECTION 4. Contract Documents

The term "Contract Documents" means and includes the following:

- a. Advertisement for Bids
- b. Invitation to Bid, Bid No. NC09-033
- c. Bid Form
- d. Sworn Statement
- e. Agreement
- f. Performance Bond
- g. Means & Methods of Abatement Plan
- h. Addenda
- i. Change Orders

SECTION 5. Pavement/Invoicing

The County shall pay the Contractor within forty-five (45) calendar days of receipt of invoice, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act (Florida Statutes Section 218.70). Payment shall not be made until materials, goods, or services have been received, inspected and accepted by the County in the quality and quantity ordered. Payment will be accomplished by submission of an invoice, in duplicate, with the Purchase Order number referenced thereon and mailed to the address set forth in the Purchase Order. Payment in advance of receipt of goods or services by Nassau County cannot be made.

The invoice submitted shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded bid.

SECTION 6. Acceptance of Goods/Services

Receipt of goods/services shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the product/performance meets bid specifications and conditions. Should the products/services differ in any respect from specifications, payment will be withheld until such time as the supplier takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Coordinator's Office may authorize the recipient to refuse final acceptance of the goods/services. Should a representative of the County agree to accept the goods/services on condition that the Contractor will correct his performance within a stipulate time period, then payment will be withheld until the services are performed as specified.

SECTION 7. Permits/Licenses/Fees

Any permits, licenses or fees required for this service will be the responsibility of the Contractor unless otherwise stated.

SECTION 8. Taxes

The County is tax exempt. As such, the County will not pay any Federal Excise or State of Florida Sales Tax. The Contractor will refrain from including taxes in any billing.

SECTION 9. Laws Governing this Contract

This Contract shall be consistent with, and be governed by, the Ordinances of Nassau County, the whole law of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida.

SECTION 10. Changes

The County reserves the right to order, in writing, changes in the work within the scope of the contract, such as change in quantity or delivery schedule. The Contractor has the right to request an equitable price adjustment in cases where changes to the contract under the authority of this clause result in increased costs to the Contractor.

SECTION 11. Modifications

In addition to modifications made under the changes clause, this Contract may be modified within the scope of the contract upon the written and mutual consent of both parties, and approval of appropriate legal bodies in the County.

SECTION 12. Assignment & Subcontracting

The Contractor will not be permitted to assign its contract with the County, or to subcontract any of the work requirements to be performed without obtaining prior written approval by the County.

SECTION 13. Severability

If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 14. Termination for Default

The performance of the Contract may be terminated by the County in accordance with this clause, in whole or in part, in writing, whenever the County shall determine that the Contractor has failed to meet performance requirement(s) of the Contract.

SECTION 15. Termination for Convenience

The County reserves the right to terminate the Contract in whole or part by giving the contractor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination from the County, the Contractor shall only provide those services specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the county shall continue to be responsible to the Contractor for the payment of any obligations to the extent such responsibility has not been excused by breach of default of the Contractor.

SECTION 16. Force Majeure

Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the party.

SECTION 17. Access and Audits

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the Work for at least three (3) years after completion of this Contract. The County and the Clerk of Court shall have access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the County's or the Clerk's cost, upon five (5) days' written notice.

SECTION 18. Contractor Responsibilities

The Contractor will provide the services agreed upon in a timely and professional manner in accordance with specifications.

SECTION 19. Supervision

The Contractor shall act as an independent contractor and not as an employee of the County. The County shall not exercise any supervision or control over the Contractor's employees or subcontractors performing services under this Contract. Such employees or subcontractors shall be accountable not to the County, but solely to the Contractor, who in turn is responsible to the County.

SECTION 20. Indemnification

The Contractor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of this contract, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to loss to or destruction of tangible property, including loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor and/or Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the County or any of its agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under Workers' Compensation acts, disability benefit acts, or other employee benefits act.

SECTION 21. Insurance

The Contractor shall, on a primary basis, and at its sole expense, agree to maintain in full force and effect at all times during the life of this contract, insurance coverage's, limits, including endorsements, as described herein. The requirements contained herein, as well as the County's review or acceptance of insurance maintained by the Contractor is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the Contract.

Worker's Compensation: The Contractor shall agree to maintain Workers' Compensation Insurance and Employers Liability in accordance with Florida Statute Chapter 440. Coverage must include Employers Liability with a minimum limit of \$100,000 each.

Business Auto Policy: The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles. In the event the Contractor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Contractor to agree to maintain only Hired and Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate business auto coverage form.

Commercial General Liability: Commercial General Liability for public liability during the lifetime of this Contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the County shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

Additional Insured Requirements: Certificates showing proof of the above required insurance shall be provided to the County prior to start of this contract and shall be attached hereto as Exhibit "C". Except as to Workers' Compensation and Employers' Liability, said Certificate(s) shall clearly state that coverage required by the Contract has been endorsed to include Nassau

County, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its Commercial General Liability. The name for the Additional Insured endorsement issued by the insurer shall read "Nassau County, a political subdivision of the State of Florida, its officers, employees and agents". The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the county prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the County as to form and types of coverage. In the event that the statutory liability of the County is amended during the term of this Contract to exceed the above limits, the contractor shall be required, upon thirty (30) days written notice by the County, to provide coverage at least equal to the amended statutory limit of liability of the County.

SECTION 22. Disputes

Any dispute arising under this Contract shall be addressed by the representatives of the County and the Contractor as set forth herein. Disputes shall be set forth in writing to the County Coordinator with a copy to the Department Head or Contractor, depending on which party initiates the dispute, and provided by overnight mail, UPS, FedEx, or certified mail. A response shall be provided in the same manner prior to the initial meeting with the County Coordinator, the Department Head (or their designee), and a representative of the Contractor. This initial meeting shall take place no more than thirty (30) days from the written notification of the dispute addressed to the County Coordinator.

If the dispute is not settled at the initial meeting, the County Coordinator shall immediately notify the County Attorney. The Department Head (or his/her designee), the County Attorney, the County Coordinator, and the Department Head (or their designee(s)) shall meet with the Contractor's representative(s) within thirty (30) days of the County Coordinator's notification to the County Attorney of the continued dispute.

If there is no satisfactory resolution, the claims, disputes, or other matters in question between the parties to this Contract arising out of or relating to this Agreement or breach thereof, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Contractor. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Contractor. Consultant

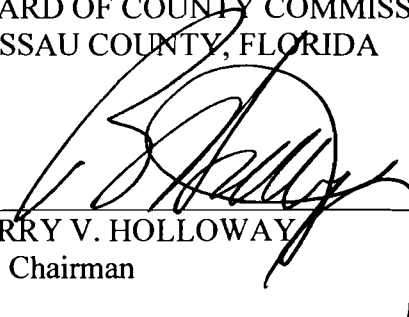
shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

SECTION 23. Entire Agreement

The written terms and provisions of this contract shall supersede all prior verbal statements of any official or other representative of the County. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or contract documents.

IN WITNESS WHEREOF, the parties have executed this contract, in two (2) copies, each of which shall be deemed an original on this day and year first above written.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



BARRY V. HOLLOWAY
Its: Chairman

ATTEST TO CHAIRMAN'S SIGNATURE



JOHN A CRAWFORD
Its: Ex-Officio Clerk

EBK 11/23/09

APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY



DAVID A. HALLMAN

(Contractor signature on next page)

ALL CATASTROPHE CONSTRUCTION
TEAM, INC.

Ronnie Isaacs ACT
By: Ronnie Isaacs, PM
Its: Proj. Mgr. of ACT

STATE OF FLORIDA
COUNTY OF PASCO

Before me personally appeared, Ronnie ISAACS, who is
personally known ✓ or produced _____ as identification,
known to be the person described in and who executed the foregoing instrument, and
acknowledged to and before me that he/she executed said instrument for the purposes therein
expressed.

WITNESS my hand and official seal, this 19th day of November, 2009.

Victoria Chou
Notary Signature



Notary-Public-State of FLORIDA at large
My Commission Expires 2/23/14

(place notary seal above)

**MEANS AND METHODS ABATMENT PLAN
FOR
THE REMOVAL OF ASBESTOS-CONTAINING MATERIALS
AT THE 14 ST ANNEX FACILITY
FERNANDINA BEACH, FLORIDA**

Description of Work:

The types of asbestos containing material to be removed and disposed of in accordance with this Means and Methods Abatement Plan are listed below. Based on the asbestos survey performed by Environmental Services Inc., (ESI) (Project #SJ06029.01) the following quantities of materials are visual estimates that were recorded at the time the survey was performed:

- 40 square feet of AC duct mastic located on the rooftop AC ducts on the east building; 20% Chrysotile asbestos.
- 1,725 square feet of 9"x9" gray tile and mastic located mostly in the south wing of the main building and one room off of the main hallway; 10% Chrysotile asbestos.
- 7,330 square feet of "Block" pattern linoleum located in most rooms in the south wing and main hallway of the main building. Also located four (4) feet up the hallway wall; 30% Chrysotile asbestos.
- 500 square feet of "Red and black" design linoleum located in most rooms on the east side of the main center hallway, where the receiving door is located; 35% Chrysotile asbestos.
- 14,800 square feet of Brown spray-on ceiling texture located on the center building and hall ceiling; 7% Chrysotile asbestos.
- 2,700 square feet of White ceiling texture located on the central east wing ceiling; 6% Chrysotile asbestos.
- 350 square feet of Black duct mastic located on the AC duct in the ceiling of the east building; 12% Chrysotile asbestos.
- 650 square feet of Asphalt and hard shingles located on the original roof, in the east end of the west wing attic; 35% Chrysotile asbestos.
- 700 linear feet of White paper pipe insulation (Aerocell™) located in the main building attic; 40% Chrysotile asbestos.
- 350 linear feet of "Block" pipe insulation located in the main building attic; 35% Amosite asbestos.

- 85 individual intersections of Pipe elbow insulation located in the main and north building crawlspace, basement ceiling and stairwell; 35% Amosite asbestos.
- 800 linear feet of white paper pipe insulation (Aerocell™) located in the main and north building crawlspace; 60% Chrysotile asbestos.
- 400 linear feet of "Block" pipe insulation located in the north building crawlspace; 35% Amosite asbestos.
- 2,000 square feet of White ceiling texture located on the original ceiling in the basement; 10% Chrysotile asbestos.

Permits, Licenses, and Notifications:

1. All permits and licenses necessary in conjunction with asbestos removal, encapsulation, hauling, and disposal will be obtained prior to the activity requiring each specific permit.
2. All notification required by Federal, State, regional, and local authorities will be made prior to the start of the work. The abatement contractor will give the Florida Department of Environmental Protection a written 10 day notification before any asbestos removal activities start.
3. Written notification will be provided to all the other contractors working in adjacent work area to the asbestos abatement activities prior to the commencement of the work.

Asbestos Hazard Control Personnel:

At all times during the asbestos abatement operations, a competent person, as defined by OSHA Standard 29 CFR 1926.1101, shall be present. The competent person will be provided by the asbestos abatement company. A Project Monitor will also be on site to perform air monitoring. The Project Monitor will be independent of the abatement company.

Hazard Communication:

1. Notification of removal will be given to the local police and fire department prior to the beginning of abatement operations by the abatement company.
2. Material Safety Data Sheets (MSDS's) will be provided for all materials brought to the site and adherence to all parts of 29 CFR 1926.59 will be accomplished. A copy of all MSDS shall be submitted to the Project Monitor.
3. The work area will be completely segregated as a "regulated area" as per OSHA 1926.1101. Each asbestos control area, work site, will be segregated from the outside

adjacent areas through the use of asbestos/construction barrier tape and appropriately labeled danger signs as per OSHA Standards 29 CFR 1926.1101.

Warning signs will contain the following information and will appear written in both English and Spanish.

**DANGER
ASBESTOS
CANCER AND LUNG DISEASE HAZARD
AUTHORIZED PERSONNEL ONLY
Respiratory and Protective Clothing are
Required in this area.**

4. Emergency and fire exits from the Work Area shall be through the doors to the Work Area or alternative exits will be established that are satisfactory to fire officials. All exits shall be maintained throughout the course of the work.
5. Temporary power, lighting and heating, utilizing ground fault protection devices as necessary will be provided to maintain a comfortable work environment.
6. The Project Monitor will be notified for observation and acceptance of the containment preparation prior to any removal of asbestos-containing material. Prior to notification, sealing of the Work Area with critical barriers, construction of worker and equipment decontamination enclosure systems, and storage of all equipment required for project will be completed.
7. For the duration of the Project from the first activity requiring disturbance of asbestos containing materials, a sign in/out log in the immediate area of the change rooms will be maintained. Every person will be required to utilize the log each time upon entering and leaving the Work Area. The logs, as well as all abatement related records, will be maintained at the job site and incorporated into the abatement plan for submission at the closeout of the project.
8. Asbestos workers will accomplish a general clean-up of the regulated area during each work shift. All properly bagged asbestos waste and abatement equipment will be decontaminated prior to removal from a regulated area. No asbestos waste will be allowed to remain on the ground of the regulated area. Asbestos waste will be loaded-out at the end of each work shift and equipment will be loaded-out as required by job condition. Asbestos waste will be stored in the waste container at the end of each work shift.

Environmental, Safety and Health Compliance:

1. Daily safety meetings will be held on-site in an effort to insure all personnel are aware of the safety and emergency procedures activated for the project. Alternative communications in case of emergency shall be a priority topic of discussion.

2. No individuals will be permitted to enter regulated areas unless authorized by the competent person as fully trained and certified for work of this nature. All persons who enter non-friable regulated area will be provided with appropriate respiratory protection, at a minimum, a half-face negative pressure respirator. All persons who enter friable regulated areas will be provided with PAPR respirator.
3. All persons who enter a regulated area will do so through the approved decontamination structure, observing all written work area requirements, in full body protective coveralls designed for asbestos abatement; Tyvek™ or equal.
4. Fire Response Plan
 - a. Access to firefighting equipment will be maintained throughout the duration of the project. Fire-fighting equipment will be conspicuously located.
 - b. Firefighting equipment will be periodically inspected and maintained in operating condition. Defective equipment will be immediately replaced.
 - c. Portable firefighting equipment - (1) fire extinguishers and small hoses. (2) A fire extinguisher not rated lower than 2A, will be provided for each 3,000 square feet of the work area. Travel distance from any point of the protected area to the nearest fire extinguisher will not exceed 100 feet.
 - d. Smoking will be prohibited in and around the County building and shall be conspicuously posted. "No Smoking or Open Flame."
5. First Aid
 - a. Minor injuries will be treated with first aid. Major injuries will be treated on-site with first aid and the victim will be moved to an appropriate medical facility for treatment. If there are multiple injuries or if several persons are hurt, priorities will be set. The help of bystanders will be enlisted to make telephone calls and to keep others at a distance, if necessary. Life support will be provided to victims with life-threatening injuries, and then care for those with less critical injuries.
 - b. The appropriate authorities will be telephoned regarding an accident by dialing 911. The situation will be described, indicating what is being done, and what assistance is needed, such as an ambulance, the fire department, the rescue squad, or company personnel. The party making the call will give their name, the location of the accident, the number of persons involved, and the telephone number where they can be reached. The calling party will not hang up the receiver until after the other party hangs up because they may need additional information.
6. Decontamination
 - a. All contained personnel leaving the work areas shall decontaminate fully in a 3-chamber decontamination unit. Abatement workers shall wear double layers of protective clothing and wear respirators at all times during removal procedures.

- b. All persons within regulated areas will be decontaminated prior to egress from the regulated areas. While still wearing respirators, workers will enter the decontamination unit. Workers will remove disposable suit in decontamination (dirty) room and seal in coveralls impermeable bags or containers for disposal, proceed into shower while still wearing respirators, shower and remove respirators, and proceed into clean room for dressing into street clothes.
- c. A wet decontamination bag-out unit with an airlock between the Work Area will be constructed contiguous with the Work Area. All property bagged asbestos waste and abatement equipment will be decontaminated prior to load-out. Asbestos waste will be loaded-out at the end of each work shift and equipment will be loaded-out as required by job conditions.

Electrical Hazard Protection:

- 1. All equipment will be de-energized to avoid the increase in the potential from electrical shock due to the use of wet methods when working around electrical panels, conduits, light fixtures, alarm systems, junction boxes, computers, transformers, etc. The electrical system and wiring will be regularly checked for damages. Lockout/Tagout procedures will be utilized.
- 2. All electrical equipment that's in use will be properly grounded. All equipment will be plugged into a Ground Fault Interruption device (GFI's)
- 3. Care will be exercised to ensure that insulated coverings are not compromised with scrapers, scaffolding, wheels, etc. Electrical wiring will not be strung across floors. Wiring will be elevated if possible to keep it away from water on the floor and prevent possible damage that might occur to the wiring on the floor. Water will not be allowed to accumulate on the floors. Electrical outlets will be tightly sealed and taped to avoid damage by water spray.
- 4. A pre-work survey of the Work Area will be performed to identify potential sources of electrical hazard to the work force. Equipment (electrical) will be identified that may be damaged by wet removal procedures.
- 5. Stable wooden or fiberglass ladders will be utilized.
- 6. Energized parts must be insulated or guarded from employees contact and any other conductive object. Extension cords used with portable electric tools and appliances will be three-wire type and connected to a GFI circuit. Extension cords will be protected from accidental damage. Extension cords will be fastened with tape.

Lockout and Tagout:

The following procedures will be instituted to protect workers from unexpected energization or start up of machines or equipment, or release of stored energy during the work.

1. The type and magnitude of the energy sources serving the Work Area will be identified to determine the hazards of the energy and to determine the methods to control the energy.
2. The energy sources(s) will be locked-out with assigned individual locks by the abatement company on-site supervisor.
3. Stored or residual energy will be dissipated or restrained by methods such as grounding, repositioning, blocking, or bleeding down.
4. The disconnection from the energy source will be confirmed.
5. When the abatement work is completed the following steps will be taken:
 - a. The work area will be checked to ensure that all employees have been safely positioned or removed from the area.
 - b. The lockout devices will be removed and the circuits reenergized.
 - c. Affected employees will be notified that the circuits have been reenergized.

Ladder and Scaffolding Safety:

1. All ladders and scaffold units will be inspected by the abatement company on-site supervisor to insure that they are in proper operating condition, that their rungs are free of debris or any other slips/trip hazard.
2. No improvised repairs and/or revisions will be performed on the ladders and/or scaffold units. Defective ladders and/or scaffold units will immediately be replaced.
3. No interchange of parts will be allowed on scaffold units. Scaffolds will be moved by applying the force as close to the bottom of the units as possible.
4. Guardrails will be installed on all scaffolding units in accordance with OSHA regulations. Guardrails will be used when scaffolding is from 4 to 10 feet tall and less than 45 inches wide. Planking used on a scaffold will not extend further than 12" over the edges and will be secure to the frame.
 - a. Scaffolds will be erected on a solid surface with units plumb and securely braced.
 - b. Guardrails and toe boards will be placed on all scaffolds.
 - c. Rolling scaffold will not be moved when workers are on them.
 - d. Scaffolds wheels will be equipped with locking devices.
 - e. The scaffold base dimension will be at least one-third of its height.
 - f. All planking will be securely fastened to scaffold.
 - g. Scaffolds will be designated to support at least four times the intended load.

5. The following safety procedures will be instituted when ladders are utilized.
- a. Ladders will only be used for their intended purpose only and will not be used as scaffold planks, etc.
 - b. Safety feet are in place on the bottom of the ladder to insure that the ladder will stand evenly and not cut the poly lined floor.
 - c. All ladders will be inspected before using to check damaged rails or weak rungs.
 - d. Straight ladders will extend at least 3 feet above landing, for easy access. The ladder will be tied off. Rubber safety shoe covers will be used on the bottom of each side rail.
 - e. Straight ladder will be set up so that the base is set out from the vertical a distance equal to one-fourth the ladder height.
 - f. When climbing the ladder workers will face the ladder and use both hands and will not over-reach.
 - g. Metal ladders will not be utilized when using electric tools or when working near electric lines or equipment.
 - h. Ladders will not be used in a horizontal position as platforms, runway scaffolds.
 - i. Heavy equipment or materials will not be carried while climbing a ladder.
 - j. The top two steps of an "A" frame ladder will not be utilized for standing

Slip, Trip and Fall Protection:

Caution will be taken when walking on wet plastic floors which become very slippery once they become wet. All asbestos and debris will be bagged and will be picked up and removed from the floor as soon as possible. No running, jumping, or other horseplay will be tolerated. All tools, scrapers, etc. will not be left lying around the floor. Exiting the Work Area into stairs or uneven areas will not be permitted. Slip resistant strips will be placed on all stairs inside the Work Area.

Employee Training:

1. All persons entering a regulated area shall have asbestos training in conformance with the project specifications, EPA Standard 40 CFR 763 and OSHA Standard 29 CFR 1926.1101.
2. Certificates will be provided prior to the start of work indicating that the employees has received training in but not limited to the proper handling and disposal of asbestos, personal protective equipment, and respiratory protection.

Medical Requirements:

1. Medical requirements will be provided in accordance with 29 CFR 1926.1101 including but not limited to medical surveillance, worker initial and annual physical examinations, and medical record keeping.

2. Workers physical examinations will be provided by licensed physicians and will include special emphasis directed to pulmonary, cardiovascular, and gastrointestinal systems complete with chest roentgenogram, and pulmonary forced vital capacity and forced expiratory volume tests.
3. Medical records will be maintained for a period of 30 years after termination of employment. Medical examination records and exposure data will be made available upon the request of the employee or former employee to employee's physician and OSHA's representatives.

Medical Certification:

Written certification signed by a licensed physician will be provided indicating that each worker and supervisor has met or exceeded all the medical prerequisites listed in 29 CFR 1926.1101 and 29 CFR 1926.103. A medical certification is required for any individual that enters the regulated area.

Respiratory Protection Program

1. Respirator protection program will be provided in accordance with ANSI Z88.2, 29 CFT 1926.1101, 29 CFR 1926.103 and 29 CFR 1910.134.
2. If a Negative Exposure Assessment is performed, all persons who enter non-friable regulated areas will wear half-face air purifying respirator protection fitted with HEPA filter cartridges and all persons who enter friable regulated areas will wear Powered Air Purifying Respirator (PAPR) respirator protection.
3. A PAPR is the minimum protection level to start this job until a Negative Exposure Assessment is performed.
4. The competent person shall determine the fitness (for asbestos hazard) of the respirator selected to be worn in the regulated areas.
5. If a spike in PCM levels occurs, exceeding the OSHA PEL of 0.01 f/cc, work will be stopped until levels attenuate. If workers need to enter the work areas during that time, they must do so in Type C supplied air respirators.

Protective Clothing

All persons who enter Work Areas with a contiguous worker decontamination unit shall wear full body protective coveralls and other protective clothing designed for asbestos abatement. (Tyvek™ or equal).

All persons who enter Work Areas utilizing a remote worker decontamination unit shall wear double full body protective coveralls and other protective clothing designed for asbestos abatement. (Tyvek™ or equal).

Asbestos Abatement Procedures

A. General Work Area Procedures

LINOLEUM, FLOOR TILE AND MASTIC – (see Attachment I)

All floor tile and mastic removal shall conform to EPA Standards 40 CFR 61 and 40 CFR 763, and OSHA Standard 29 CFR 1926.1101. These standards require the use of amended water on all asbestos contaminated materials. The amended water shall consist of an approved asbestos abatement surfactant added to water in appropriate amounts for the selected surface. Carpet will be removed first by cutting into strips and pulled by hand. The removal process will consist of using spud bars to remove VCT and low odor mastic remover to remove the mastic. Negative air flex hose will be vented out a window. During removal a recording manometer shall be used to verify establishment and maintenance of negative pressure. The result tape/printout from the recording manometer will be submitted as soon as possible.

PIPE INSULATION – (see Attachment II)

All duct mastic and pipe insulation removal shall conform to EPA Standards 40 CFR 61 and 40 CFR 763, and OSHA Standard 29 CFR 1926.1101. These standards require the use of amended water on all asbestos contaminated materials. The amended water shall consist of an approved asbestos abatement surfactant added to water in appropriate amounts for the selected surface. The removal process will consist of using glove bags.

DUCT MASTIC – (see Attachment III)

All duct mastic removal shall conform to EPA Standards 40 CFR 61 and 40 CFR 763, and OSHA Standard 29 CFR 1926.1101(g)(7) for Class II asbestos work. These standards require the use of amended water on all asbestos contaminated materials. The amended water shall consist of an approved asbestos abatement surfactant added to water in appropriate amounts for the selected surface. All duct mastic will be removed by carefully cutting the fiberglass around the mastic and bagging all of the material.

CEILING SURFACING MATERIAL – (see Attachment IV)

All spray or troweled on ceiling surfacing material removal shall conform to EPA Standards 40 CFR 61 and 40 CFR 763, and OSHA Standard 29 CFR 1926.1101. These standards require the use of amended water on all asbestos contaminated materials. The amended water shall consist of an approved asbestos abatement surfactant added to water in appropriate amounts for the selected surface. The removal process will consist of thoroughly wetting the material down and scraping it off the wallboard or plaster ceiling.

ASPHALT AND HARD SHINGLE ROOFING MATERIALS – (see Attachment V)

All asphalt roofing material removal shall conform to EPA Standards 40 CFR 61 and 40 CFR 763, and OSHA Standard 29 CFR 1926.1101(g)(7) for Class II asbestos work. These standards require the use of amended water on all asbestos contaminated materials. The amended water shall consist of an approved asbestos abatement surfactant added to water in appropriate amounts for the selected surface. The removal process will consist of manual abatement methods to remove the material as intact as possible. All roofing materials will be removed by manual methods and bagged immediately.

6. Waste Disposal

- a. No asbestos waste will be transported off the property, until the client representative (Tim Milligan) signs the waste shipment records as the generator. Copies of all completed waste manifests will be provided to Mr. Milligan.
 - b. Waste containers to store all asbestos waste will be provided and placed on the job site adjacent to the Work Area. The container will consist of a lockable top dumpster, a lockable roll-off container or a lockable company owned vehicle. All waste will be taken directly to the landfill facility. All waste will be stored on-site until time for disposal.
 - c. Asbestos-containing material and debris will be wet and properly packaged prior to removal from the Work Area through the decontamination unit. The exterior of any package, drum, bag, or other container of asbestos will be free of asbestos residue prior to removal from the work area. All bags and asbestos waste containers will be labeled in accordance with 29 CFR 1910.1200(f) of OSHA's Hazardous Substances: Final Rule and EPA/NESHAPS (40 CFR 61, Subpart M, November 20, 1990).
 - d. All bagged asbestos-containing material will be secured on-site until transportation to final disposal site is accomplished. This secured facility will be a contractor furnished receptacle, dumpster or enclosed vehicle. The storage container shall be kept locked at all times.
 - e. Asbestos-containing material and debris will be transported in sealed containers. Transportation of asbestos on or across public thoroughfares will be by a hauler bearing all required permits for hauling asbestos and shall be coordinated by the Asbestos Abatement Contractor.
7. The Asbestos Abatement Contractor will not leave the project site or begin to dismantle any regulated area until the Project Monitor determines that the work is complete and final clearance has been achieved.
8. Upon final clearance all regulated area demarcation and segregation materials will be removed and disposed of as asbestos contaminated material.
- C. Critical, Primary and Secondary Barriers

1. The asbestos abatement Work Area will be isolated from all other portions of the Building. All openings into the Work Area not being used for ingress-egress (doors, vent louvers, etc.) will be sealed with critical barriers of one layer of six mil plastic sheeting.
 2. All not-to-be abated surfaces will be covered with one primary layer and one secondary layer of six mil plastic sheeting.
 3. All barriers and plastic enclosures will remain effectively sealed and taped for the duration of the asbestos removal and subsequent cleaning. Damaged barriers will be immediately repaired upon discovery. Enclosures will be visually inspected at the beginning of each work period.
 4. The Work Area will remain isolated until the removal response action testing is completed and is accepted by the Project Monitor.
- D. The Work Area will be placed under negative air pressure utilizing HEPA filtration systems which comply with EPA standards. Negative air will be exhausted through the windows/doors. No air movement system or air filtering equipment will be permitted to discharge unfiltered air outside the Work Area. An air pressure of -0.02 inches of water or better will be maintained in the Work Area continuously (24 hours a day) from the start of asbestos removal and until the area has been decontaminated and certified as such by the required testing. All filtered and discharged air will be exhausted outside the building away from any air intake devices.
- E.
- a) All asbestos-containing material will be wet down with ChemSafe Gold™, Water-Based Wetting Agent, Wet-A-Best™, or equal.
 - b) All asbestos-containing material will be removed by wet method procedures in accordance with OSHA Standard CFR 1926.1101, (g)(7)(i).
 - c) All asbestos-containing material and debris will be bag/wrapped, labeled, and disposed of as friable ACM.
 - d) After passing the visual inspection, encapsulation of all surfaces shall be performed while maintaining the negative-air pressure inside the controlled area. The encapsulant (ChemSafe 100™, Lockdown™ Encapsulant or equal) shall be applied using a low pressure airless sprayer to any area where asbestos containing materials have been abated. Encapsulation will be in accordance with OSHA 29 CFR 1926.1101 and with the project specifications.
 - e) After encapsulation and final visual Work Area clearance observations, a final cleaning of the area will be performed.
 - f) Final clearance air testing will be conducted as described below.
 - g) Upon receipt of final clearance air sample testing results, critical barriers will be removed and a final wipe down of all surfaces in Work Area will be accomplished.

Air samples will be analyzed on-site and all air samples will be re-analyzed by an AIHA accredited laboratory.

1. Personal air monitoring samples will be analyzed under Phase Contrast Microscopy (PCM).
2. Personal air monitoring shall be performed by the abatement company on workers selected at random during the project operations. Such monitoring will conform to the OSHA Reference Method 29 CFR 1926.1101.
3. An initial exposure assessment will be conducted by the Contractor prior to and at the start of the abatement operations. The assessment will be completed in time to comply with the requirements which are triggered by exposure data or the lack of a negative exposure assessment and to provide that information necessary to assure that all control systems are appropriate for the abatement operations.
4. All air monitoring will be analyzed and results posted within a clean area on site the next work day.
5. Area prevalent/background air monitoring will be performed prior to and during asbestos abatement operations. For Interior Work Areas, samples will be collected at a minimum of one outside the decontamination unit, one (1) at an NAM exhaust, and one (1) to three (3) at random critical barrier locations during each work shift. Exterior Work Area air monitoring samples will be taken at the discretion of the Project Monitor.
6. Final clearance will be by Transmission Electron Microscopy (TEM). A minimum of five (5) samples will be taken in Interior Work Areas. Final clearance will be by visual methods in accordance with AHERA protocol for all Work Areas.

Landfill Approval

The asbestos-containing wastes will be disposed of at a landfill(s) bearing all appropriate licenses for asbestos disposal and operated in compliance with all regulations. The landfill operator and local regulatory agency will be notified for concurrence prior to the transport and disposal of asbestos-containing wastes at the selected facility. A disposal receipt specifying quantity and date received will be obtained from the landfill(s), as required by the project specifications.

Asbestos waste will be disposed of by the Asbestos Abatement Contractor at the following landfill facilities for the disposal of contaminated asbestos debris.

Friable and non-friable asbestos materials: Trail Ridge Landfill
5110 US Highway 301
Baldwin, Florida 32234
904-289-9100

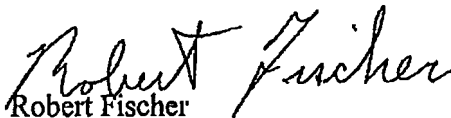
This landfill is currently approved for the disposal of asbestos materials under:

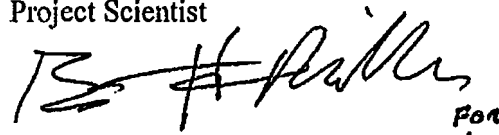
USEPA ID No. GMS3116PO2787

LAC ACKNOWLEDGEMENT

ESI has prepared this document with the assistance of John M. Stump, P.G., Licensed Asbestos Consultant, (LAC). Adherence to this Means and Methods Abatement Plan should be acceptable for use of completion of asbestos removal and disposal for the scope of work designated herein in accordance with all applicable regulations, safe work procedures, and specification requirements. It is the intent of this document to provide means and methods to carry out the abatement in accordance with applicable regulations and accepted industry standards. A Project Monitor will be on site during abatement activities and will be in communications with a LAC. A post abatement submittal report will be prepared at close out of the project. All contractor submittals will be provided to the project monitor and included in an appendix of the post abatement report.

ENVIRONMENTAL SERVICES, INC


Robert Fischer
Project Scientist


John M. Stump, P.G.
Florida Licensed Asbestos Consultant
AX-0000042

ATTACHMENT "B" – BID FORM (Revised 10/14/09 – Addendum No. 1)

REMOVAL OF ASBESTOS-CONTAINING MATERIAL
14TH STREET ANNEX FACILITY
FERNANDINA BEACH, FLORIDA

Company Name	All Catastrophe Construction Team, Inc
Contact Name	Ron Isaacs
Address	6409 Land o Lakes Blvd
City, State, Zip	Land o Lakes, Florida 34639
Phone Number:	813-996-3350
Fax Number:	813-996-5505
Email:	Ron@gotmold.us

I/We hereby submit our proposal for the removal of asbestos-containing material from the 14th Street Annex facility, located in Fernandina Beach, Florida.

LUMP SUM PRICE PROPOSAL

The undersigned, having visited the site and familiarized himself/herself with local conditions affecting cost of work, and with specifications/scope of work, hereby proposes to furnish all necessary labor, materials and equipment, transportation required by work in said documents for the entire project in strict accordance with Contract Documents as prepared by Nassau County, Florida on which this proposal is based:

FOR THE TOTAL LUMP SUM PRICE OF:

Dollars

(\$ 111,500.00)

Which sum shall include Federal Excise Tax and shall include all applicable Florida Sales and Use Tax.

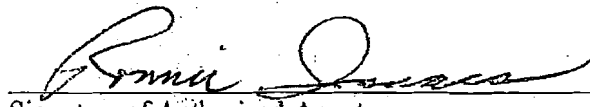
ATTACHMENT "B" – BID FORM (Revised 10/14/09 – Addendum No. 1)

For the purpose of establishing a cost basis for any uncovered or unforeseen work, each bidder shall provide a unit cost price for each identified asbestos-containing material below:

Item No.	Description	Unit	Unit Cost
1	AC duct mastic located on the rooftop AC ducts on the east building; 20% Chrysotile asbestos.	SF	\$.50
2	9"X 9" gray tile and mastic located mostly in the main building and one room off the main hallway; 10% Chrysotile asbestos	SF	\$1.00
3	Block pattern linoleum located in most rooms in the south wing and main hallway of the main building. Also located four (4) feet up the hallway wall; 30% Chrysotile asbestos.	SF	\$1.00
4	"Red and Black" design linoleum located in most rooms on the east side of the main center hallway where the receiving door is located. 35 % Chrysotile asbestos	SF	\$1.00
5	Brown spray on ceiling texture located on the center building and hall ceiling; 7% Chrysotile asbestos.	SF	\$1.50
6	White ceiling texture located on the central east wing ceiling; 6% Chrysotile asbestos.	SF	\$1.00
7	Black duct mastic located on the A/C duct in the ceiling of the east building; 12% Chrysotile asbestos.		\$2.00
8	Asphalt and hard shingles located on the original roof in the east end of the west wing attic; 35% Chrysotile asbestos.		\$.75
9	White paper pipe insulation (Aerosol tm) located in the main building attic; 40% Chrysotile asbestos.	LF	\$10.00
10	Black pipe insulation located in the main building attic; 35% Amosite asbestos.	LF	\$8.00
11	Individual intersections of Pipe elbow insulation located in the main and north building crawlspace, basement ceiling and stairwell; 35% Amosite asbestos.	EA	\$10.00
12	White paper pipe insulation (Aerocell™) located in the main and north building crawlspace; 60% Chrysotile asbestos.	LF	\$10.00
13	"Block" pipe insulation located in the north building crawlspace; 35% Amosite asbestos.	LF	\$10.00
14	White ceiling texture located on the original ceiling in the basement; 10% Chrysotile asbestos	SF	\$2.00

ATTACHMENT "B" – BID FORM (Revised 10/14/09 – Addendum No. 1)

Contractor shall complete the work within 35 calendar days from issuance of Notice to Proceed/Purchase order



Signature of Authorized Agent

Project Manager

Title

Ronnie Isaacs

Printed Name

10-22-2009

Date of Submittal