

### **REQUEST FOR BIDS**

### **FOR**

### WOODLAWN APARTMENTS – ASBESTOS ABATEMENT AND DEMOLITION BUILDING ADDRESS: 1050 DAUPHIN ISLAND PARKWAY MOBILE, ALABAMA 36605

PROJECT NUMBERS: ME-035-20; ME-45-20

CITY OF MOBILE, ALABAMA
NEIGHBORHOOD DEVELOPMENT DEPARTMENT
MUNICIPAL ENFORCEMENT DEPARTMENT
4851 MUSEUM DRIVE
(P. O. Box 1827)
MOBILE, ALABAMA 36633-1827
PHONE: (251) 208-1540

**DATE: July 27, 2021** 

BID DATE: August 11, 2021 Set Number\_\_\_\_\_

### **EXHIBIT A**

### SCOPE OF WORK - INDEX

### WOODLAWN APARTMENTS – ASBESTOS ABATEMENT AND DEMOLITION 1050 DAUPHIN ISLAND PARKWAY, MOBILE, ALABAMA

**PROJECT NUMBERS: ME-035-20; ME-045-20** 

Scope of Work for ONE (1) Bid Package:

Bid Package – Consist of (45) Forty Five Buildings, (42) Single-Stories
Buildings & (3) Two-Stories Buildings) including Maintenance
Building and Laundry Building

Scope of Work: Provide all labor and materials required for an Asbestos Abatement of all asbestos-containing Exterior Siding. The asbestos abatement shall be in accordance with United State Environmental Protection Agency (USEPA) and Alabama Department of Environmental Management (ADEM) regulations as indicated in the specification documents. Contractor shall conduct a full "Wet Demolition" in removing the structures including all contents inside and as described in the attached general notes and specifications provided. including all foundations, footings, slabs, etc. All demolition material and debris shall be sent to an approved Hazardous Landfill for Asbestos Containing Materials (ACM) and the demolition debris shall be sent to an approved Industrial and Construction and Demolition (C&D) Landfills. Disconnect and cap off all utility lines, such as sanitary sewer, water, and gas, in a manner satisfactory to the respective agency and the City of Mobile. Contractor shall clear lots by removing all debris resulting from the demolition of structures and all debris as designated in piles, scattered or otherwise on the sites. Contractor is to provide Sediment and Erosion Control measures, grassing, and Best Management Practices for Demolitions where Asbestos Containing Materials and/or Lead-Based Paint may be present, per specifications. Submit before and after demolition pictures to City of Mobile Municipal Enforcement Department, along with waste shipment record, Invoice for payment and required close-out documents

The following are included in the scope of work:

SECTION: 00100 INVITATION TO BID

SECTION: 00200 INSTRUCTIONS FOR BIDDERS

SECTION: 00220 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

• SECTION: 00300 SCHEDULE OF BUILDINGS

SECTION: 00400 BID FORM

A. SUBCONTRACTING AND MAJOR SUPPLIER PLAN

B. DBE-UTILIZATION REPORT C. BID MAP AND SITE PLAN

**D. EXISTING PHOTOS** 

SECTION: 02100 DEMOLITION BY WET METHOD

SECTION: 02921 SEEDING

• EXHIBIT AA: LAND DISTURBANCE PLANS

		A. COVER SHEET – AREA MAP
		B. SHEET C101-PROJECT SCOPE
		C. SHEET C102-BEST MANAGEMENT PLAN
		D. SHEET C501-ENVIRONMENTAL CONTROL PLAN & DETAILS
		E. SHEET C502-SUPPLEMENTAL ENVIRONMENT GENERAL NOTES
		F. SHEET C503-SUPPLEMENTAL ENVIRONMENT CONTROLS
•	<b>EXHIBIT BB:</b>	SPECIAL PROVISIONS FOR EROSION AND SEDIMENT CONTROL ON
		DEMOLITION SITES
•	<b>EXHIBIT CC:</b>	BEST MANAGEMENT PRACTICES FOR DEMOLITIONS WHERE LEAD-
•		BASED
•	EXHIBIT 1:	E-VERIFY (Sample document)
•	EXHIBIT 2:	AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR A
		STIPULATED SUM (Sample document)
•	EXHIBIT 3:	PERFORMANCE BOND; LABOR AND MATERIAL PAYMENT BOND
•	EXHIBIT 4:	CITY OF MOBILE INSURANCE AND ENDORSEMENT REQUIREMENTS
•	EXHIBIT 5:	APPLICATION AND CERTIFICATION FOR PAYMENT AND

**CONTINUATION SHEET G702 AND G703 (Sample documents) EXHIBIT 6: CERTIFICATE OF SUBSTANTIAL COMPLETION G704** 

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

G706 (Sample document)

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS - G706 A

(Sample document)

**CONSENT OF SURETY TO FINAL PAYMENT G707** 

**EXHIBIT 7:** PRE-DEMOLITION HAZARDOUS MATERIAL SURVEY

ASBESTOS ABATEMENT SPECIFICATIONS WOODLAWN APARTMENTS **EXHIBIT 8:** 

STATE OF ALABAMA-NOTICE OF ASBESTOS ABATEMENT AND/OR DEMOLITION **EXHIBIT 9:** 

END OF SCOPE OF WORK

You are invited to submit a sealed bid for construction of the following facility:

PROJECT NAME:

**WOODLAWN APARTMENTS – ASBESTOS ABATEMENT** 

AND DEMOLITION

PROJECT LOCATION: 1050 DAUPHIN ISLAND PKWY., MOBILE, ALABAMA 36605

PROJECT NUMBERS: ME-035-20; ME-045-20

### BID DATE:

Notice is hereby given that the City of Mobile will receive Sealed Bids for the above stated project on Wednesday, August 11, 2021, no later than 2:15 local time. Bidder shall insert sealed Bids into a receptacle, marked "City of Mobile bids", located in the elevator lobby outside the office of the City Clerk Office, Government Plaza, 9th Floor South Administrative Tower, 205 Government Street, Mobile, Alabama 36602.

- All Bids not clocked in at the City Clerk's Office prior to the time specified, or Bids received B. after the specified time, will be automatically rejected and returned immediately, unopened.
- The same will be publicly opened and read at 2:30 PM local time in the Atrium C. Lobby of Government Plaza.

### SPECIFICATIONS AND DRAWINGS:

- Specifications and Drawings are on file and may be examined at the following location:
  - a. City of Mobile, Municipal Enforcement Department, 4851 Museum Drive, Mobile Alabama 36608. Bidders must contact the Program Coordinator at 251-208-1540, prior to coming to the building for documents review and or pick-up.
- Bidders shall use complete sets of Bid Documents in preparing their bid. Neither the Owner B. nor Architect/Engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- C. Bidders that request documents be sent by mail or another delivery service shall provide the cost of delivery by separate check or money order, which cost is non-refundable, in addition to the cost of Bid Documents.
  - a. Payment shall be made by check or money order to the City of Mobile. No cash or credit card payments will be accepted.
  - b. Only bidders who have registered with the Program Coordinator may receive electronic (pdf) bid documents.
- Bidders are requested to pick-up Bid Documents from City of Mobile, Municipal Enforcement D. Department between the hours of 8:30 AM to 11:30 PM and 1:00 PM to 3:00 PM.
- E. Bidders receiving a minimum of one complete set of Bid Documents shall register with the Program Coordinator.
- Addenda will be issued via e-mail to each bidder registered as having a complete set of Bid F. Documents and all Pre-Bid Conference attendees.
- Bidders requesting Section 3 Status and Certification, must be pre-qualified before submitting a bid (see https://workwith.cityofmobile.org/Section3).

- H. Subcontractors must be pre-qualified before submitting a bid (see https://workwith.cityofmobile.org/Section3).
- 3 BID SURETY: Required on Bids \$10,000.00 or more
  - A. A Cashier's Check drawn on an Alabama bank or Bid Bond payable to Owner, City of Mobile, in the amount of 5% of the Base Bid, but in no event more than \$10,000.00 is required to accompany Bid.
  - B. Bid Bond must be signed or countersigned by a licensed resident agent of the State of Alabama.
  - C. No Bid may be modified, withdrawn, or canceled for a period of sixty (60) days after the time designated above for receipt of bids.
  - D. The City of Mobile will have sixty (60) days from the bid opening date to award contract.

### 4 SURETY QUALIFICATIONS:

- A. A Surety authorized to do business in the State of Alabama must issue Bonds.
- B. If the Base Bid is \$50,000 or more, the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.

### 5 IRREGULARITIES AND REJECTION:

A. The City of Mobile reserves the right to waive irregularities in the Bid and in Bidding, and to reject any or all Bids.

### 6 BIDDER QUALIFICATIONS:

- A. Bids for Work costing \$50,000 or more must be licensed pursuant to current Alabama law and of classifications compliant with the State of Alabama Licensing Board for General Contractors with the Classification Codes of (BC-Building Construction) or (D-Demolition). Note that if the contract amount is \$15,000 or greater, both a Performance Bond and a Labor and Material Payment Bond shall be required. Contractor should verify their license classification of their General Contractors license with the State of Alabama Licensing Board for General Contractors before bidding.
- B. In case of a joint venture of two or more Contractors, the amount for the bid shall be within the maximum bid limitations as set by the State of Alabama Licensing Board for General Contractors of at least one of the partners to the joint venture.

### 7 NON-RESIDENT CONTRACTORS:

- A. Except for contracts funded in whole or part with funds received from a federal agency, preference shall be given to resident Contractors on the same basis as the nonresident Contractor's state awards contracts to Alabama Contractors bidding in similar circumstances.
- B. Nonresident Bidders shall, prior to entering into a Contract for Construction, furnish a certificate from the Secretary of State of Alabama showing that it is qualified to transact business in Alabama and shall be registered with Alabama Department or Revenue.

### 8 MANDATORY PRE-BID CONFERENCE:

A. A MANDATORY Pre-Bid Conference shall be held on Wednesday, August 4, 2021 Woodlawn Apartments, 1050 Dauphin Island Parkway, Mobile, Alabama 36605 at 9:00 AM local time. The conference will include a walkthrough of the site location.

- B. A representative of the contractor must be in attendance throughout the meeting, and sign-in in order to submit a bid for this project.
- C. Minutes of this conference will be made as an **Addendum** for the project.

### 9 BID SUBMITTAL:

- A. Bids must be submitted on copies of the Bid Forms furnished in the bidding documents.
- B. Bid, with Bid Security, Sales Tax Form C-3A and other supporting data specified, shall be contained in a sealed, opaque envelope, approximately 9x12 inches or larger and be marked on the outside with the words "SEALED BID FOR WOODLAWN APARTMENTS ASBESTOS ABATEMENT AND DEMOLITION; PROJECT NUMBERS: ME-035-20; ME-045-20".
- C. The Bid envelope shall be clearly addressed to the Owner as indicated on the Bid Form and include the bid date, the name, address and State License number and classification of the Bidder issued by the State of Alabama Licensing Board for General Contractors.
- D. All Bids of **\$50,000** or more must include the bidder's State of Alabama General Contractor's License information written on the outside of the bid envelope. Any bid submitted without such license information may be rejected and returned to the bidder unopened.
- E. Bids totaling \$50,000.00 or more must have a General Contractor License with the Classification Codes of (BC-Building Construction) or (D-Demolition).
- F. In addition, in large letters on both front and back of envelope, write the following: **DO NOT OPEN UNTIL TWO-THIRTY PM, AUGUST 11, 2021**.
- G. For a bid to be valid it shall be delivered at designated location prior to time and date for receipt of Bids indicated in INVITATION TO BID, or prior to any extension thereof issued to Bidders. After that time no Bid will be received or withdrawn.
- H. When sent by mail, preferably special delivery, express service, or registered mail, the sealed Bid, marked as indicated above, <u>shall be enclosed in another envelope for mailing such that the exterior mailing container or envelope may be opened without revealing the contents of the Bid. It is the Contractors responsibility to assure delivery of the bid to the City Clerk's Office prior the time and date established.</u>

### 10 EQUAL OPPORTUNITY:

- A. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Contractors comply with the Equal Employment Opportunity laws and the provisions of the Bid Documents in this regard.
- B. The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on these and all other publicly solicited Bids, and shall be in compliance with the City of Mobile's Minority Utilization Plan as adopted by the City Council.
- Contractor shall provide an appropriately completed copy of the "City of Mobile Subcontracting and Major Supplier Plan" in the envelope with their Bid Form. Form shall document DBE Subcontractors participating in the project and, should the total % of DBE participation not meet the 15% minimum, all efforts to obtain DBE Subcontractors shall be documented on or attached to the DBE Form when submitted. During construction, contractors are required to submit a "DBE Utilization Report" with every Pay Application.

D. Contractors should contact the City of Mobile, Supplier Diversity Manager for assistance with DBE Subcontractor information and any questions regarding the DBE Compliance Forms. Contact Archnique Kidd at 251-208-7967.

### 11 ADDITIONAL BIDDING PROCEDURES:

- A. Refer to the complete information in the Bid Documents prior to submitting a bid.
- B. Additional Bidding Procedure information is contained therein, particularly in the specification Section 00200 "Instructions to Bidders AIA Document A701" and in the specification Section 00300 "Supplementary Instructions to Bidders".

### 12 STATE OF ALABAMA IMMIGRATION ACT

"The State of Alabama, under the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code Section 31-13-1, et. Seq., requires:

- A. That the Contractor shall be enrolled in the E-Verify Program, shall participate in that Program during the performance of the contract, and shall verify the immigration status of every employee who is required to be verified, according to the applicable federal rules and regulations; and
- B. That it will attach to the contract the company's documentation of enrollment in E-Verify.
- C. The subcontractor must also enroll in the E-Verify Program prior to performing any work on the contract and shall attach to its sworn affidavit documentation establishing that the subcontractor is enrolled in the E-Verify Program.

### 13 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES

A. By signing this Agreement, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade pursuant to Section 41-16-5, Code of Alabama 1975.

**END OF SECTION 00100** 

### 1. LICENSES:

- A City Business License and a City Demolition Contractors License is required:
- B. Contractors may obtain information on a Business License by writing the City Revenue Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling 251/208-7461.
- C. Contractors may obtain information on a Demolition Contractor License by writing the Municipal Enforcement Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling 251-208-1540.
- D. A City of Mobile Business License is required and must be current when submitting a Bid, at contract execution and throughout contract period.

### 2. ASSIGNMENT:

No assignment of the Contract shall be made without written permission of the City of Mobile.

### 3. EQUAL EMPLOYMENT OPPORTUNITY:

Bidders and Contractors shall abide by Executive Order #11246 (30 F. R.12319-25) from the U. S. Department of Housing and Municipal Enforcement Department, which is available in the office of the Deputy Director of Municipal Enforcement Department. Certification of compliance with this requirement will automatically be made for all persons involved in the Work by the signature of the Contractor on the Proposal Form.

### 4. ANTI-DISCRIMINATION:

Contractors shall abide by provisions of Ordinance #02-050, 1968, prohibiting discrimination in employment by Contractors and subcontractors performing Work for the City of Mobile. A copy of said Ordinance is on file in the office of the Municipal Enforcement.

### 5. NONDISCRIMINATION:

- A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Sections 14-9 and 14-10, Mobile City Code, 1991, and by doing so agrees that it, *inter alia*, will not discriminate on the basis of race, creed, color, national origin or disability, require all subcontractors they engage do the same, and either will have, or will provide the City with written proof demonstrating good faith efforts to procure, at least fifteen (15) percent participation by socially and economically disadvantaged individuals.
- B. The contractor will comply with Title VI of the Civil Right Act of 1964 (88-352). The Contractor shall insert a similar provision in all sub-agreements for services covered by this agreement.

### 6. STARTING WORK AND LIQUIDATED DAMAGES:

No Work shall be started and no materials ordered until the official written Notice to Proceed is sent to the Contractor by the Municipal Enforcement Program Coordinator. The work shall be commenced within **NINETY (90)** calendar days from the date indicated by the Notice to Proceed. For each day in excess of the established completion date that the Work remains incomplete, the Contractor agrees to pay the Owner \$250.00 Liquidated Damages for this delay.

### 7. METHOD OF PAYMENT

- A. One payment, in full, will be made after the work is completed and all required close-out documents are accepted provided.
- B. When the Municipal Enforcement Program Coordinator determines that all requirements of the Contract have been satisfactorily completed, he will approve the Contractor's Request for Pay.
- 8. SAFETY OF PERSONS AND PROPERTY:
- A. It shall be the Contractor's responsibility to comply with the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596.
- B. All work performed on City of Mobile Projects shall be in conformance with the appropriate codes that are used in the City of Mobile.
- C. Contractor shall be responsible for damage done to buried cables and other utilities by their equipment, and shall contact the following offices prior to Demolition and or Securing, for information on depth, etc., of utilities in the area:

BellSouth Telephone Co.	Phone 1-800-292-8525
Alabama Power Company	Phone 694-2113
Mobile Gas Service Corp.	Phone 476-2720
Mobile Water Service System	Phone 694-3165
Western Union	Phone 438-5651
Comcast Cable	Phone 476-2190
Mediacom	Phone 653-2400

- D. Contractor will be responsible for all property and liability damages.
- **9. IRREGULARITIES AND REJECTION:** The City of Mobile reserves the right to waive irregularities in the Bid and in quoting, and to reject any or all Bids.

**END OF SECTION** 

Page 2

7/29/2021

### **SECTION 00220**

### SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

### THE ATTENTION OF ALL BIDDERS IS CALLED TO THE FOLLOWING INSTRUCTIONS AND CONDITIONS:

### I. BIDDING DOCUMENTS:

- A. Bidders may obtain complete sets of Bid Documents and Specifications (Project Manual) from the City of Mobile Municipal Enforcement as listed in the Invitation to Bid.
- B. Bidders shall use the complete set of documents in preparing their bid. The City of Mobile assumes no responsibility for errors or misinterpretations resulting from use of an incomplete set of documents.

### 2. INTERPRETATION OF BID DOCUMENTS:

- A. Bidders shall carefully study and compare the Bidding Documents and compare various components of the Bidding Documents with each other, shall examine the site and local conditions and shall at once report to the Program Coordinator any errors, inconsistencies or ambiguities discovered.
- B. Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Program Coordinator by 3:00 PM at least three (3) calendar days prior to the date for receipt of Bids. E-mail requests are preferred and should be addressed to <a href="mailto:gary.jackson@cityofmobile.org">gary.jackson@cityofmobile.org</a>
- C. Interpretations, corrections and changes to the Bidding Documents will be made by a formal, written Addendum. Interpretations, corrections and changes to the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely on them.
- D. Any discrepancy not resolved prior to Bidding shall be bid by the Contractor to provide for the most costly and/or restrictive interpretation of the documents.

### 3. BIDDING PROCEDURES:

- A. No Bid will be considered unless made out and submitted on a copy of the Bid Form as set forth by the Bid Documents.
- B. All blanks on the Bid Form shall be legibly executed in a non-erasable medium.
- C. Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.
- D. Interlineations, alterations and erasures must be initialed by the signer of the Bid.
- E. All requested Alternates, Unit Prices and Allowances shall be bid as indicated on the Bid Form and the Bid Documents.

F. Addenda shall be considered as a part of the Bid Documents and those issued prior to the opening of Bids shall be acknowledged on the Bid Form and any adjustment in cost shall be included in the Contract Sum.

### 4. BID SECURITY:

- A. A Cashier's Check drawn on an Alabama bank or Bid Bond payable to Owner, City of Mobile, in the amount of 5% of the Base Bid, but in no event more than \$10,000.00, must accompany bid. By submitting a Bid Security, the Bidder pledges to enter into a Contract with the City of Mobile on the terms stated in the Bid, and will, if required, furnish bonds covering faithful performance of the Contract and required insurance certificate. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds or insurance or any other required document, the amount of the Bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.
- B. Bid Bond shall be valid for a minimum of sixty (60) days from the date of the Bid. The Owner reserves the right to retain the security of all Bidders until the successful Bidder enters into the Contract or until (60) days after Bid opening, whichever is sooner.
- C. Bonds must be issued by a Surety licensed to do business in the State of Alabama. If the project cost is more than \$50,000.00 the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.
- D. Power of Attorney is required for all Bonds.

### 5. EXAMINATION OF DOCUMENTS AND SITE WORK:

A. Before submitting a Bid, Bidders should carefully examine the Bid Documents, visit the site of the Work, including attendance at the MANDATORY Pre-Bid Conference, fully inform themselves as to existing conditions and limitations, and include in the Bid a sum to cover the cost of all items included in the Contract and necessary to perform the Work. The submission of a Bid will be considered as conclusive evidence that the Bidder has made such examination.

### 6. SUBMISSION OF BIDS:

A. Bid, with Bid Security, Sales Tax Form C-3A, City of Mobile Subcontracting & Major Supplier Plan and other supporting data specified, shall be contained in a sealed, opaque envelope, approximately 9x12 inches or larger and be marked on the outside with the words "SEALED BID FOR THE CITY OF MOBILE, WOODLAWN APARTMENTS – ABESTOS ABATEMENT AND DEMOLITION PROJECT NUMBERS: ME-035-20; ME-045-20, the Bid Date, and Contractor's name, address, and City of Mobile Business License number. And, if bidding in an amount \$50,000 or greater, the State of Alabama General Contractor's License number and classification of the Bidder issued by the State of Alabama Licensing Board for General Contractors shall be written on the envelope.

- B. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date specified in the Invitation to Bid, or as modified by Addendum, will not be considered. Late Bids will be returned to the Bidder unopened.
- C. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- D. Oral, telephonic, facsimile or other electronically transmitted bids will not be considered.

### 7. MODIFICATION OR WITHDRAWAL OF BIDS:

A. A Bid may not be modified, withdrawn, or canceled by the Bidder for a period of sixty (60) days following the time and date designated for receipt of bids, and each Bidder so agrees in submitting a Bid.

### 8. CONSIDERATION AND AWARD OF BIDS:

- A. At the discretion of the City, the properly identified Bids received on time will be publicly opened and will be read aloud.
- B. The City shall have the right to reject any and all Bids. A Bid not accompanied by a required Bid security or a Bid which is in any way incomplete or irregular is subject to rejection.
- C. It is the intent of the City to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The City shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the City's judgment, is in the City's best interest.
- D. The award shall be based on the lowest Total Bid for the Base Bid and any allowances, plus any alternates that may be accepted, as listed on the Bid Form.

### 9. PROOF OF COMPETENCY OF BIDDER:

A. Bidders may be required to furnish evidence satisfactory to the City of Mobile that they have sufficient means and experience in the types of work called for to assure the completion of the Contract in a satisfactory manner.

### 10. SIGNING OF CONTRACT:

- A. The Standard Agreement between the City of Mobile and the Contractor, included herein, shall serve as the Agreement between the City and the Contractor.
- B. The Bidder to whom the Contract is awarded shall, within ten (10) calendar days of receiving the Contract Forms, properly execute and deliver to the Owner, the following items with the signed Agreement:
  - (1). Performance Bond and Labor and Material Payment Bond (originals);
  - (2). Certificate of Insurance (original) with endorsements to City of Mobile;
  - (3). Evidence of enrollment in the E-Verify program.
  - (4). Other documentation as required by the Contract Documents.

- C. Failure or refusal to sign the Agreement or to provide Certificates of Insurance in a form satisfactory to the City of Mobile, E-Verify verification, or other required documentation, shall subject the Bidder to immediate forfeiture of Bid Security.
- D. On all documents: City of Mobile Business License, the Alabama Secretary of State Business Identity, the Alabama Secretary of State Certificate of Authority (out of state contractors), E-verify documentation, and ACORD Insurance Form, the Contractors name shall be EXACTLY the same.

### 11. NONDISCRIMINATION:

Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Sections 14-9 and 14-10, Mobile City Code, 1991, and by doing so agrees that it, *inter alia*, will not discriminate on the basis of race, creed, color, national origin or disability, require all subcontractors they engage do the same, and either will have, or will provide the City with written proof demonstrating good faith efforts to procure, at least fifteen (15) percent participation by socially and economically disadvantaged individuals.

### 12. AMERICANS WITH DISABILITIES ACT (ADA):

A. Bidders shall comply with the provisions of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against individuals with disabilities.

### 13. USE OF DOMESTIC PRODUCTS:

A. Section 39-3-1, Alabama Code, 1975, provides that the Contractor agree, in the execution of this Contract, to use materials, supplies and products manufactured, mined, processed or otherwise produced in the United States or its territories, if available at reasonable prices, and that breach of this Agreement by the Contractor shall result in the assessment of liquidated damages in an amount not less than \$500.00 nor more than twenty (20) percent of gross amount of the Contract Price.

### 14. NON-RESIDENT (OUT OF STATE) CONTRACTORS:

A. Certificate of Authority: All non-resident (out of State) corporations must register with the Secretary of State and obtain a Certificate of Authority before doing business in the State of Alabama. Out of state Bidders should register and secure the required Certificate before submitting a Bid. The account number shall be included on the Bid Form.

### 15. ALABAMA IMMIGRATION ACT:

A. The State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491), requires that Contractors not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. In addition, Contractors are required to enroll in the federal E-Verify program and submit verification of enrollment to the City of Mobile within ten (10) days of receiving the contract forms (see Section 00600).

### 16. CITY OF MOBILE BUSINESS LICENSE:

A. A City of Mobile Business License is required and must be current at time of contract award and throughout contract period.

### 17. CITY OF MOBILE CONTRACTOR'S BUSINESS LICENSE!

- A. A City of Mobile Contractor's Business License is required and must be current at time of contract award and throughout contract period.
- B. Contractor must qualify and post a \$10,000 surety bond with the Land Use/Code Administration Department before a Contractor's Business License will be issued by the Revenue Department. Information on the City Contractor's License may be obtained by writing or calling:

Land Use/Code Administration P.O. Box 1827 Mobile, Alabama 36633-1827 Phone: 251-208-7421 Revenue Department P.O. Box 1827 Mobile, Alabama 36633-1827 Phone: 251-208-7461

### 18. CITY OF MOBILE BUILDING PERMIT:

- A. A City of Mobile Building Permit is required and shall be obtained from the City of Mobile, but at **no cost to the Contractor**.
- B. Contractor is responsible for ensuring that all inspections are successfully performed in accordance with City of Mobile regulations.

### 19. CONSTRUCTION SCHEDULE AND ACCESS:

- A. The project shall be completed within **NINETY (90)** calendar days from the date indicated by the Notice to Proceed.
- B. The **Woodlawn Apartments Asbestos Abatement and Demolition** will remain in use throughout the Construction period and the Contractor is directed to coordinate all areas of work and scheduling of work with the Owner. Within five days of the bid opening, the Apparent Low Bidder Contractor shall meet with the Owner to discuss Owner scheduling and priorities. Apparent Low Bidder shall then provide a proposed schedule within 5 calendar days of the initial meeting for Owner review and approval.
- C. Contractor shall have access to the Woodlawn Apartments sites as approved by the Owner, but typically **Monday through Friday from 8:00 A.M. to 4:00 P.M.** Contractor is directed to coordinate all areas of work and scheduling with the Program Coordinator. After hours and weekend work will require prior approval of Municipal Enforcement Department and may require hiring of a guard at the contractor's expense.

D. The Contractor may be allowed additional construction days due to inclement conditions ("rain days") only as such are appropriately documented and are in excess of the NOAA/National Weather Service average (previous 5 years) for the given month. A "rain day" is defined as more than a "trace" (0.10") of rain falling within a given 24 hour period. The Contractor shall provide documentation and formally request any "rain days" they feel are legitimately due. Documentation shall be submitted to the Program Coordinator, in writing, within ten (10) calendar days of the rain event.

### 20. SITE CONSIDERATIONS:

- A. It is the Contractor's responsibility to carefully remove and store any items not permanently installed within the work areas. It is recommended that the Contractor photograph, videotape or in some manner document any features to be removed and their condition, prior to removal.
- B. Noise and strong smells shall be isolated or kept to a minimum when adjacent portions of the site are occupied.
- C. Contractor shall be responsible to leave the work area and adjacent site clear of equipment and debris, etc. at the end of each work day. All final cleaning is the responsibility of the Contractor and shall be executed prior to acceptance for reuse of any portion of the site.
- D. A dumpster and lay down area for Contractor materials and staging may be located at the site and located per the direction of the Owner. The Contractor is responsible for the removal of the dumpster, any storage containers and any security fencing, temporary erosion control (BMPs), etc. as soon as practical after their use by the Contractor or the work is complete.

### 21. SALES AND USE TAX EXEMPTION:

- A. As per the State of Alabama ACT 2013-205, the Alabama Department of Revenue (ADOR) has been granted the authority to issue a "Certificate of Exemption from Sales and Use Tax for Governmental Entities" on construction projects. Therefore, this project shall qualify for State of Alabama Sales and Use Tax Exemptions under this ACT. It is the responsibility of the Bidder to confirm the potential tax exempt status of their bid with the ADOR and include any such savings in their bid, as well as accounting for same on their bid form attachment Sales Tax Form C-3A.
- B. The full text of ACT 2013-205 is available on the State of Alabama Building Commission web-site at <a href="https://www.bc.alabama.gov">www.bc.alabama.gov</a>.
- 22. SUBMISSION OF LIEN WAIVERS AND DBE COMPLIANCE, UTILIZATION REPORTS:
  - A. At each Application for Payment submitted to the owner, the Contractor shall provide completed "City of Mobile DBE Compliance, Utilization Reports" and lien waivers, including those from Subcontractors and material suppliers.

F. Addenda shall be considered as a part of the Bid Documents and those issued prior to the opening of Bids shall be acknowledged on the Bid Form and any adjustment in cost shall be included in the Contract Sum.

### 4. BID SECURITY:

- A. A Cashier's Check drawn on an Alabama bank or Bid Bond payable to Owner, City of Mobile, in the amount of 5% of the Base Bid, but in no event more than \$10,000.00, must accompany bid. By submitting a Bid Security, the Bidder pledges to enter into a Contract with the City of Mobile on the terms stated in the Bid, and will, if required, furnish bonds covering faithful performance of the Contract and required insurance certificate. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds or insurance or any other required document, the amount of the Bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.
- B. Bid Bond shall be valid for a minimum of sixty (60) days from the date of the Bid. The Owner reserves the right to retain the security of all Bidders until the successful Bidder enters into the Contract or until (60) days after Bid opening, whichever is sooner.
- C. Bonds must be issued by a Surety licensed to do business in the State of Alabama. If the project cost is more than \$50,000.00 the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.
- D. Power of Attorney is required for all Bonds.

### 5. EXAMINATION OF DOCUMENTS AND SITE WORK:

A. Before submitting a Bid, Bidders should carefully examine the Bid Documents, visit the site of the Work, including attendance at the MANDATORY Pre-Bid Conference, fully inform themselves as to existing conditions and limitations, and include in the Bid a sum to cover the cost of all items included in the Contract and necessary to perform the Work. The submission of a Bid will be considered as conclusive evidence that the Bidder has made such examination.

### 6. SUBMISSION OF BIDS:

A. Bid, with Bid Security, Sales Tax Form C-3A, City of Mobile Subcontracting & Major Supplier Plan and other supporting data specified, shall be contained in a sealed, opaque envelope, approximately 9x12 inches or larger and be marked on the outside with the words "SEALED BID FOR THE CITY OF MOBILE, WOODLAWN APARTMENTS – ABESTOS ABATEMENT AND DEMOLITION PROJECT NUMBERS: ME-035-20; ME-045-20, the Bid Date, and Contractor's name, address, and City of Mobile Business License number. And, if bidding in an amount \$50,000 or greater, the State of Alabama General Contractor's License number and classification of the Bidder issued by the State of Alabama Licensing Board for General Contractors shall be written on the envelope.

### SECTION 00300 SCHEDULE OF BUILDINGS (1) BID PACKAGE

	BUILIDING ADDRESS (Addresses below are ALL UNITS)	NUMBER OF STORIES	SQUARE FT. (+/-) PER BUILDING
1	1060 A,B,C, & D DAUPHIN ISLAND PARKWAY	2	1,566 (+/-)
2	2005 A & B WOODLAWN DRIVE N	1	4,131 (+/-)
3	1051 A & B WOODLAWN DRIVE E	1	4,131 (+/-)
4	1053 A & B WOODLAWN DRIVE E	1	4,131 (+/-)
5	1057 A & B WOODLAWN DRIVE E	1	2,754 (+/-)
6	1059 A & B WOODLAWN DRIVE E	1	2,754 (+/-)
7	2051 A & B WOODLAWN DRIVE S	1	2,754 (+/-)
8	2053 A & B WOODLAWN DRIVE S	1	2,754 (+/-)
9	2055 A & B WOODLAWN DRIVE S	1	2,754 (+/-)
10	2059 A & B WOODLAWN DRIVE S	1	2,754 (+/-)
11	2051 A & B WOODLAWN DRIVE N	1	4,131 (+/-)
12	2055 A & B WOODLAWN DRIVE N	1	1,377 (+/-)
13	2059 A & B WOODLAWN DRIVE N	1	1,377 (+/-)
14	2063 A & B WOODLAWN DRIVE N	111	1,377 (+/-)
15	1050 A & B WOODLAWN DRIVE E	1	4,131 (+/-)
16	1052 A & B WOODLAWN DRIVE E	1	4,131 (+/-)
17	1056 A & B WOODLAWN DRIVE E	1	2,754 (+/-)
18	1058 A & B WOODLAWN DRIVE E	1	2,754 (+/-)
19	2050 A & B WOODLAWN DRIVE S	1	2,754 (+/-)
20	2052 A & B WOODLAWN DRIVE S	11	2,754 (+/-)
21 :	2054 A & B WOODLAWN DRIVE S	1	1,377 (+/-)
22	2056 A & B WOODLAWN DRIVE S	1	2,754 (+/-)
23	2058 A & B WOODLAWN DRIVE S	1	2,754 (+/-)
24	2060 A & B WOODLAWN DRIVE S / MAINTENANCE BLDG.	1	1,840 (+/-)
25	2100 A & B WOODLAWN DRIVE S	1	2,754 (+/-)
26	2102 A & B WOODLAWN DRIVE S	1	2,754 (+/-)
27	2104 A & B WOODLAWN DRIVE S	1	4,131 (+/-)
28	2106 A & B WOODLAWN DRIVE S	1	4,131 (+/-)
29	2108 A & B WOODLAWN DRIVE S	1	4,131 (+/-)
30	2101 A & B WOODLAWN DRIVE S	1	1,377 (+/-)

### SECTION 00300 SCHEDULE OF BUILDINGS (1) BID PACKAGE

	BUILIDING ADDRESS (Addresses below are ALL UNITS)	NUMBER OF STORIES	SQUARE FT. (+/-) PER BUILDING
31	2103 A & B WOODLAWN DRIVE S	1	2,754 (+/-)
32	2004 A, B, C & D WOODLAWN DRIVE N	2	1,566 (+/-)
33	2006 A & B WOODLAWN DRIVE N	1	4,131 (+/-)
34	2008 A & B WOODLAWN DRIVE N	1	4,131 (+/-)
35	2010 A & B WOODLAWN DRIVE N	1	4,131 (+/-)
36	2012 A, B, C & D WOODLAWN DRIVE N	2	1,566 (+/-)
37	2014 A & B WOODLAWN DRIVE N	1	4,131 (+/-)
38	2050 A & B WOODLAWN DRIVE N	1	4,131 (+/-)
39	2052 A & B WOODLAWN DRIVE N	1	4,131 (+/-)
40	2054 A & B WOODLAWN DRIVE N	1	2,754 (+/-)
41	2056 A & B WOODLAWN DRIVE N	1	2,754 (+/-)
42	2060 A & B WOODLAWN DRIVE N	1	4,131 (+/-)
43	2062 A & B WOODLAWN DRIVE N	1	4,131 (+/-)
44	2064 A & B WOODLAWN DRIVE N	1	4,131 (+/-)
45	LAUNDRY BLDG	1	690 (+/-)

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### **SECTION 00400**

### **BID FORM**

Copies of the following Bid Forms shall be used. Bids submitted on alternate forms may be rejected. Fill in <u>all</u> blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

City of Mobile, 205 Government St., P.O. Box 1827, Mobile, AL, 36633

TO:

REF: PROJECT NAME:	Woodlawn Apartments – Asbestos Abatement and Demolition
PROJECT LOCATION:	1050 Dauphin Island Parkway Mobile, Alabama 36605
PROJECT NO.:	ME-035-20; ME-045-20
documents for the subject Work  July 27, 2021; and all	uments and having carefully and thoroughly examined said prepared by the City of Mobile, Municipal Enforcement dated Addendum (a) Number(s), dated 121 (CAUTION: before submitting any bid it is the Bidder's Municipal Enforcement for all Addenda or special instructions, receipt of which is hereby acknowledged, the premises and prior to making this Proposal, the Undersigned Bidder, hereby
ADDRESS:	PHONE
ALABAMA GENERAL CONTRACTOR	R LICENSE NO.
CITY OF MOBILE BUSINESS LICENS	E NO
SECRETARY OF STATE OF ALABAN	IA BUSINESS IDENTITY NO
SECRETARY OF STATE OF ALABAM	IA ACCOUNT NO
(Note: Secretary of State Account N	umber shall be filled in only by non-resident bidders)
(Check one) [] (A Corporation) []	(A Partnership [] (An Individual Doing Business)

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, and all applicable laws and regulations for the sum listed below. The initial term of the Contract shall extend for thirty (30) days from the date of the Notice to Proceed.

- Bid shall include all applicable sales and use taxes.
- Bid shall be provided in whole dollar amount with no cents.

Total Base Bid:	\$(Fill in here and in Total Bid below)
TOTAL BASE BID:	
	Dollars, (\$)
(Amount in Words)	(Amount in Figures)
(Note: Show amount in both words and figures. In govern). Bids shall be provided in whole dollar	
By signing this contract,	represents and
agrees that it is not currently engaged in, person or entity based in or doing business of Alabama can enjoy open trade.	

**BID SECURITY**: The undersigned Bidder agrees that the attached Bid Security, as a Cashier's Check drawn on an Alabama bank or a Bid Bond, made payable to the City of Mobile, in the amount of 5% of the bid amount, but in no event more than \$10,000, as the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract. Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

**AMERICANS WITH DISABILITIES ACT (ADA):** The undersigned Bidder agrees to fully comply with all requirements of the Americans with Disabilities Act of 1990 and the Amendment Act.

**NONDISCRIMINATION:** A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Sections 14-9 and 14-10, Mobile City Code, 1991, and by doing so agrees that it, *inter alia*, will not discriminate on the basis of race, creed, color, national origin or disability, require all subcontractors they engage do the same, and either will have, or will provide the City with written proof demonstrating good faith efforts to procure, at least fifteen (15) percent participation by socially and economically disadvantaged individuals.

**SIGNATURE:** If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If

Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any.

Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out.

Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period. Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification and to furnish Performance Bond and Materials and Payment Bond as specified.

COMPANY NAME:		
	(Printed or Typed)	
BY:		
	(Signature of Company Officer)	
COMPANY OFFICER:		
	(Printed or Typed)	
TITLE	DATE	, 2021
(Printed or Ty	ped)	
Sworn to and subscribed b	pefore me this day of	2021
,	Notary Public	
Attachments: 1. Bid	Security, with Power of Attorney	

Secretary of State Authorization (Out of state bidders only) 2.

SUPPLIER DIVERSITY SUBCONTRACTING & MAJOR SUPPLIER PLAN FORM SHALL BE SUBMITTED AS A PART OF THIS BID FORM.

END OF BID FORM



# OFFICE OF SUPPLIER DIVERSITY

### CITY OF MOBILE

Subcontracting and Major Supplier Plan

251.208.7967

Via emai: Archnique. kidd@cityofmobile.org questions on completing this form. 205 Government Street, 5th Floor

Contact Office of Supplier Diversity for

# Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal

proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements "Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive. If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or

with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on Form 2 are not intended You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement. About "DBEs": Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a

by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. About "Good Faith" Effort: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



# OFFICE OF SUPPLIER DIVERSITY

### CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form. Via emai:Archnique.Kidd@cityofmobile.org 251.208.7967 205 Government Street, 5th Floor

FORM 1: Background and Plan Section I. Information about your company

Company				
Address				
Telephone				
E-Mail				
RFP/RFQ Solicitation Number				
Project Description				
Is your company a DBE company? Work force demographics	Yes No Nale Female	Minority	Non-minority	SDVO
	Total #of Employees	1		
Subcontractor/Major Supplier Plan submitted by:	Plan submitted by:			
Printed Name:				
Signature:		Date:		
Title:				
The following employee will be designated as the <b>DBE Liaison</b> for all communication regarding for DBE participation and maintenance of records of Good Faith Efforts for this contract award:	esignated as the <b>DBE Liaison</b> for nance of records of Good Faith Eff	all communication re orts for this contract	egarding DBE participat award:	as the <b>DBE Liaison</b> for all communication regarding DBE participation including documentation ecords of Good Faith Efforts for this contract award:
Name:	Title:			
Email:	Phone:	ine:		
	Page 2 of 5 Subcontractor/Supplier Plan	2 of 5 Supplier Plan		ĺ



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## CITY OF MOBILE

Subcontracting and Major Supplier Plan

**questions on completing this form.** Via emai:Archnique.kidd@cityofmobile.org 251.208.7967 Contact Office of Supplier Diversity for 205 Government Street, 5th Floor

> FORM 1: Background and Plan (Cont'd Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company		Your Bid/Proposal Amount \$		Î	Da	Date:
1	Description	no				
Name of Bidder/Proposer:						
intend to use the followi	ng subcon	intend to use the following subcontractors: (Attach additional pages if necessary)	f necessary)			
Subcontractor or Major Supplier	Phone	Scope of Work to be performed	\$\$ Value to be Performed	% Of Your Bid	DBE?	Official Verification Only
		Ē				

Page 3 of 5 Subcontractor/Supplier Plan



# OFFICE OF SUPPLIER DIVERSITY CITY OF MOBILE

# Subcontracting and Major Supplier Plan

# Form 2: Good Faith Effort Documentation

Name of Bidder: Contact Person: Please comple	Contact Person:
	FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those  GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.  INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



### OFFICE OF SUPPLIER DIVERSITY CITY OF MOBILE

# Subcontracting and Major Supplier Plan

### CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

- 1. Name, address, email address and telephone number
- A description of information provided by the bidder/proposer or subcontractor; and
   A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements. There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c)

DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract. Could not find sufficient DBEs to provide subcontracting or supplier services.

Please indicate additional efforts you have taken to recruit and engage DBEs.

Page 5 of 5 Subcontractor/Supplier Plan

10)			

# OFFICE OF SUPPLIER DIVERSITY CITY OF MOBILE

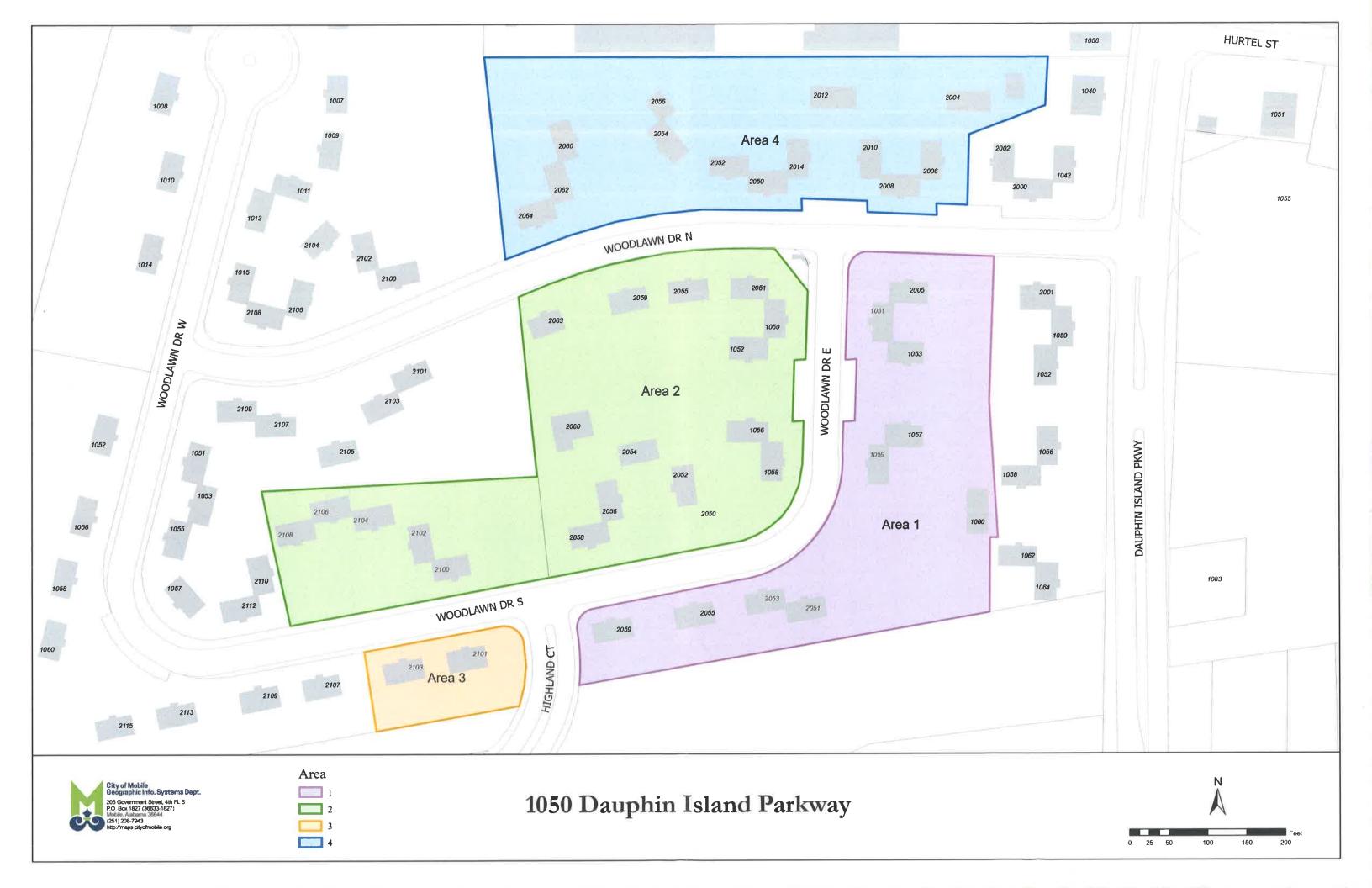
DBE Compliance
DBE UTILIZATION REPORT

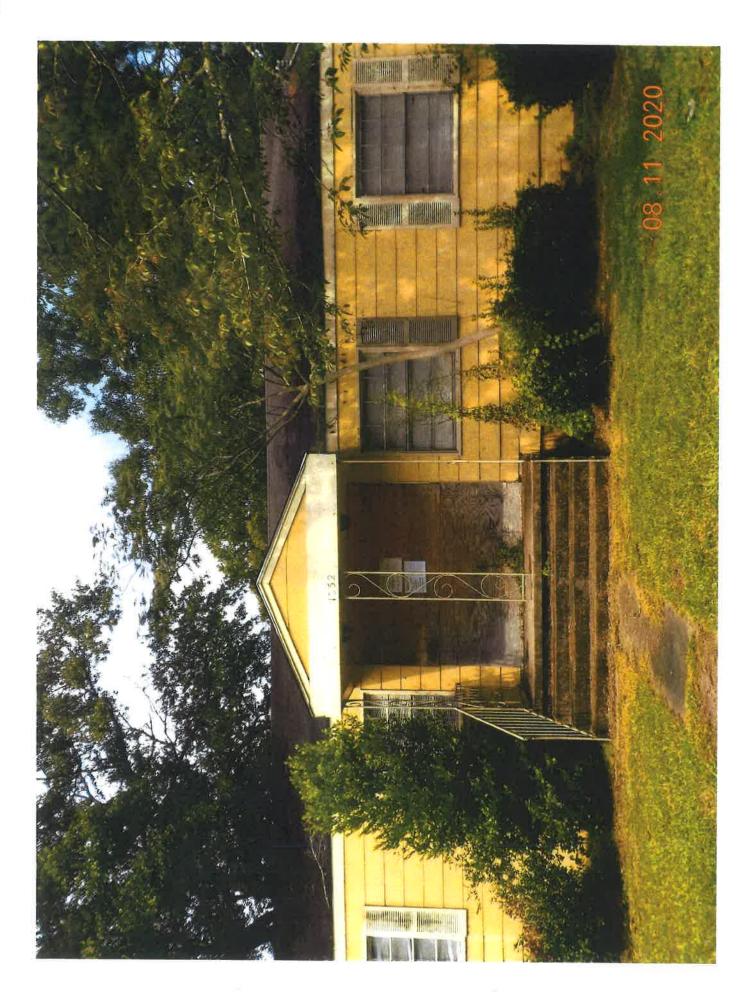
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or P.O. Box 1948 Mobile, AL 36633

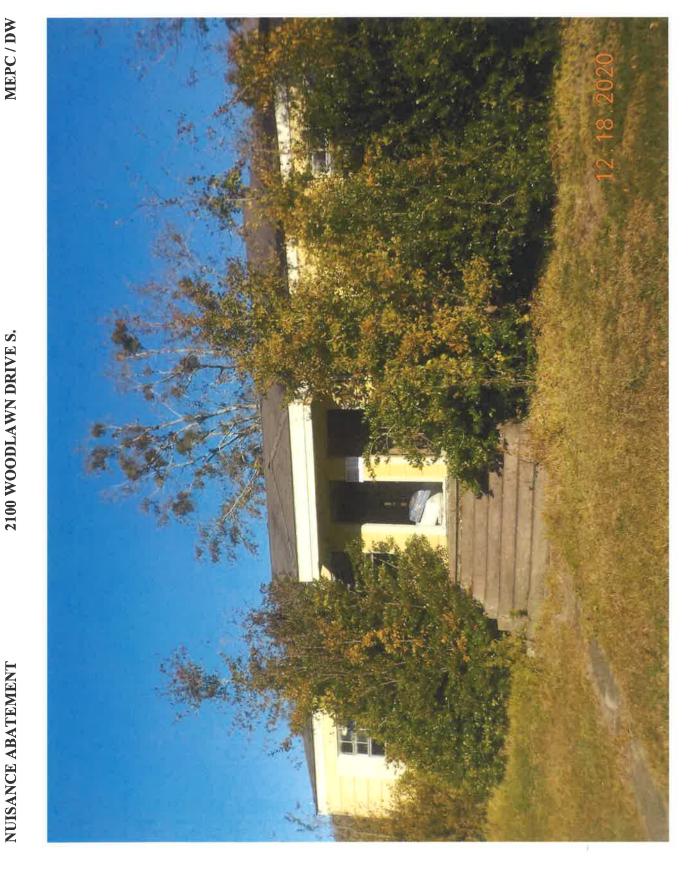
	n Date:	FINAL	OFFICE USE ONLY (Verification)		each DBE firm.	OFFICE USE ONLY (Verification)						INSPECTION BY				
Contract Start Date:	Estimated Completion Date:	FIN	Payments to Date from City of Mobile		List actual amount paid to each DBE firm. BE participation.	PAYMENTS TO DATE	s	s	\$	\$	\$	AND IS AVAILABLE FOF				
ON		OCT NOV DEC	Payme	·s	oal credit. List a made in DBE pa	DBE PAYMENTS THIS REPORT						ATION IS ON FILE				
YES			nt es)		or DBE go	DBE PAY	-⟨γ-	\$	₩.	ş	₩.	UMENTA			I	
Certified DBE:		JULY AUG SEPT	Final Contract Amount (include contract changes)		or not the firms were originally listed for DBE goal credit. de a narrative description of the progress being made in Dl	DBE SUBCONTRACT AMOUNT						IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY ANY TIME.			(Date)	DBE Utilization Report
		JAN APR FEB MAY MARCH JUNE	Total Amount of Contract Changes (change orders or amendments)	\$	Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amou If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.	DBE DESCRIPTION OF WORK	\$	v.	φ.	S	S	I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CC CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.		٠	(Title)	D
					ıtilized o ge is noʻ	DBE DE						NFORMA JPPLIER I				
CONTRACTOR:	DESCRIPTION:	This report is for the month of: (CHECK ONE):	Original Contract Amount	₩.	Instructions: List all DBEs utilized on the contract, whether If the established Percentage is not being met, please inclu	DBE SUBCONTRACTOR					TOTALS	I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT	PRINT NAME:	SIGNATURE:		

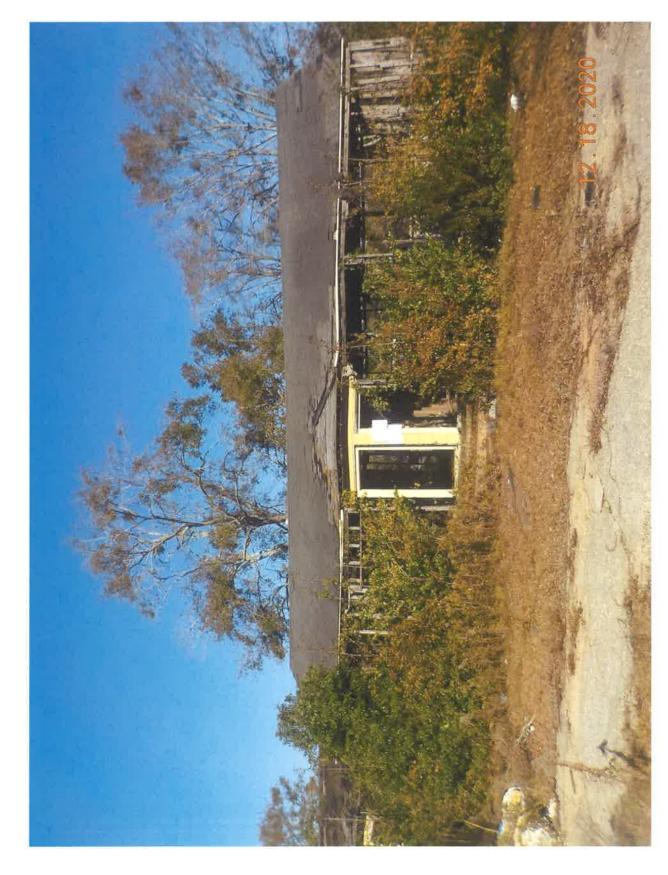
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### **PART 1.00 - GENERAL**

### 1.01 DESCRIPTION:

### A. Work included:

Wet Demolition Work required for this Work includes, but is not necessarily limited to:

- 1. Wet Demolition and removal of structure at the address indicated on the Request for Bids documents provided, including footings, slabs, etc.
- 2. Disconnecting and capping off of all utility lines. The Contractor shall be responsible for capping off all utility lines, such as sanitary sewer, water and gas in a manner satisfactory to the respective agency. The Alabama Power Company, Mobile Gas, Mediacom, Comcast and Mobile County Health Department have already been informed that this project will be performed.
- 3. Removal of all debris resulting from removal of structures and all debris as designated, in piles, scattered or otherwise on the sites.
- 4. Photographs of structure before and after demolition.

### B. Work not included:

Wet Demolition work not required for this Scope of Work includes, but is not necessarily limited to:

- 1. Removal of trees and shrubs except as designated on sketch provided. Contact Municipal Enforcement Program Coordinator before removing any trees.
- 2. Lot cleaning except as needed to remove structure, debris on site or as noted on sketch provided.
- 3. Removal of vehicles, equipment, sheds, etc. not designated to be removed.

### 1.02 JOB CONDITIONS:

### A. Codes and standards:

All Work shall be done in accordance with the code of the City of Mobile and the requirements of the Municipal Enforcement Department. In addition to complying with all pertinent codes and regulations, comply with the requirements of those insurance carriers providing coverage for this Work.

### B. Permits:

The Contractor will obtain at no cost a demolition permit from Business Services Department Permitting Division before demolishing any structure.

### C. Special Provisions:

The Contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion and sediment controls, as well as a result from any other construction related activities. There will be no direct payment for materials, equipment, labor or other incidentals required to fulfill this requirement.

### C. Dust Control:

Use all means necessary to prevent the spread of dust during performance of the Work of this Section. Thoroughly moisten all surfaces as required to prevent dust being a nuisance to the public, neighbors, and concurrent performance of other Work on the site.

### D. Burning:

On-site burning will not be permitted.

### E. Explosives:

No explosives shall be used.

### F. Protection:

Use all means necessary to protect existing objects designated to remain and, in the event of damage, immediately make all repairs and replacements necessary to the approval of the Municipal Enforcement Program Coordinator and at no additional cost to the City of Mobile.

#### G. Debris:

No debris of any type shall be left on site or buried on the site.

### H. Removal of Materials:

No material may be sold directly from the job site.

### I. Emissions Control:

The Contractor shall be responsible for the protection of personnel, public and surrounding area during the removal or stripping of any friable asbestos materials. The Contractor shall comply with applicable Federal and State regulations as administered by the Alabama Department of Environmental Management, OSIER and EPA.

- 1. Title 29, Code of Federal Regulations, Sections 1910.1001 and 1926.58 Occupational Safety and Health Administration (OSHA), U.S. Department of Labor.
- 2. Title 40, Code of Federal Regulations, Part 61 Subparts A & B, National Emission Standards for Hazardous Air Pollutants, U.S. Environmental Protection Agency (EPA).
- 3. All State, County and City codes and ordinances as applicable.

### **PART 3.00 - EXECUTION**

### 3.01 PREPARATION:

### A. Site Inspection:

- 1. Prior to all Work of this Section, carefully inspect the entire site and all objects designated to be removed and to be preserved.
- 2. Locate all existing utility lines and determine all requirements for disconnecting and capping.
- 3. Locate all existing active utility lines traversing the site and determine the requirements for their protection.

### B. Extent of Work:

- 1. Wet Demolition shall include only the structures indicated to be demolished as shown on the sketch provided. Footings, slabs, etc., shall be removed to a minimum depth of 36" below existing grades. All other structures, fences, vehicles, equipment and etc. to remain unless noted otherwise.
- The entire lot containing the structure to be demolished shall be cut, raked and left clean. Remove
  all debris so that there will be no obstruction to power mowers. Grade so that water will drain to the
  street. If necessary, bring in additional sand-clay fill dirt. Fill shall be compacted to the satisfaction
  of the Municipal Enforcement Program Coordinator.
- 3. Remove debris in piles and scattered within the boundaries of the site. Portion of lot containing the debris shall be raked and left clean with no obstruction to power mower. No lot cleaning to be done except as needed to remove debris.

### 4. Grassing:

### General:

All disturbed areas shall be graded as not to promote erosion. Care shall be taken to spread topsoil over the entire area to be grassed.

### Fertilizer:

After the surface has been prepared for grassing and before any grass or seed are planted, the soil shall be loosened by harrowing and fertilized at a uniform rate with commercial 8-8-8 fertilizer.

### Seed:

The area to be grassed shall be seeded with a minimum per acre of the following:

**Common Bermuda** 

3.5 to 5 lb/1000 sq. ft.

When the grassing operation is accomplished after the month of August and before the month of March in addition to the seeding shown above, the entire area shall be over seeded with Perennial Rye grass at a rate of 40 pounds per acre. Contractor shall water and conduct other required maintenance activities of seeded areas until growth is established.

5. Contractor shall make photographs before and after demolition. Photographs shall have structure's street address, name of Contractor and date photographs were taken. All information shall be **permanently attached to photograph.** 

### 3.02 SCHEDULING:

- A. Schedule all Work in a careful manner with all necessary consideration for neighbors and the public.
- B. Avoid interference with the use of, and passage to and from adjacent buildings and facilities.

### 3.03 DISCONNECTION OF UTILITIES:

- A. Before starting site operations, disconnect or arrange for the disconnection of all utility services designated to be removed performing all such Work in accordance with the requirements of the utility company or agency involved.
- B. The Contractor shall be responsible for capping off all utility lines, such as sanitary sewer, water, and gas in a manner satisfactory to the respective agency. The Alabama Power Company has been notified to disconnect electric service. Sewer line shall be exposed near property line and capped. Before covering capped sewer line call Municipal Enforcement Program Coordinator for inspection. No Request for Payment will be processed before this inspection is made.

### 3.04 PROTECTION OF UTILITIES:

Preserve in operating condition all active utilities traversing the site and designated to remain.

### 3.05 REMOVAL OF DEBRIS:

Remove all debris from the site and leave the site in a neat and orderly condition to the approval of the Municipal Enforcement Program Coordinator.

### 3.06 INSPECTIONS:

At the completion of the Work, the Contractor shall notify the Municipal Enforcement Program Coordinator who will arrange an inspection to certify that the structure's site has been cleared in accordance with the Specifications.

**END OF SECTION** 

### PART 1 – GENERAL

## 1.1 SCOPE

A. The work covered by this Section includes the furnishing of all materials and equipment and the performing of all labor to complete Seeding as specified in the Contract Drawings and as herein specified or directed by the Municipal Enforcement Program Coordinator or Authorized Representative.

B. This work shall include, but is not limited to: topsoil preparation and placement, seeding, fertilizing, and liming as required, straw mulch placement, reseeding, refertilizing, watering, and mowing all areas designated for lawn establishment.

### 1.2 REFERENCES

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.
- B. Unless otherwise indicated the most recent edition of the publication, including any revisions, shall be used.
- C. Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction, Latest Edition with all latest addenda is to be used for this Section, except as modified herein.
- D. American Association of State Highway and Transportation Officials (AASHTO)

AASHTO T 88

(2004) Test for Particle Size Analysis of Soils

AASHTO T 194

(2004) Determination of Organic Matter in Soils by Wet

Combustion

### 1.3 SUBMITTALS

- A. General: Submit each item in this Section according to the Conditions of the Contract and the Special Provisions for information only, unless otherwise indicated.
- B. Contractor shall submit material certifications and source of supply for seed mix, topsoil material, and all soil additives.

### PART 2 - PRODUCTS

### 2.1 TOPSOIL

- A. Topsoil shall meet requirements of ALDOT Standard Specifications for Highway Construction.
- B. Furnished topsoil from off-site sources shall be natural, friable surface soil uniform in color and texture. Topsoil shall be free from slag, stones, lumps of soil, sticks, roots, trash, and other material. Obtain topsoil displaced from naturally well-drained construction sites where topsoil occurs at least 4 inches deep; do not obtain from agricultural land, bogs, or marshes. Topsoil shall meet the following requirements:
  - 1. Organic content between 5.0% to 10.0% by weight when tested as specified in AASHTO T194.
  - 2. Corrected pH value not less than 6.0 nor more than 7.5.
  - 3. Grading analysis shall be as follows: minimum 100% passing by weight 2 inch sieve size, 90% passing No. 4 sieve, 80% passing No. 10 sieve.
  - 4. Topsoil analyzed for sand, silt, and clay as specified in AASHTO T 88.
- C. Salvaged surface soil stockpiled on-site may be reused, if suitable and approved by the Municipal Enforcement Program Coordinator or Authorized Representative. Surface soil shall be cleaned of all roots, plants, sod, stones, clay lumps, and other extraneous materials harmful to plant growth.

### 2.2 AGRICULTURAL LIMESTONE

A. Agricultural limestone shall contain not less than 85% calcium and magnesium carbonates. Dolomitic (magnesium) limestone shall contain at least 10% carbonates. Grading analysis shall be as follows: minimum 100% passing by weight No. 10 sieve size, 98% passing No. 20 sieve, 50% passing No. 100 sieve.

### 2.3 FERTILIZER

A. Granular and Liquid Fertilizer shall be commercial grade conforming to all State and Federal regulations and the Standards of the Association of Official Analytical Chemists.

### 2.4 SEED

- A. Seed Classification: State-certified seed of the latest season's crop shall be provided in original sealed packages bearing the producer's guaranteed analysis for percentages of mixture, purity, germination, hard seed, weed seed content, and inert material. Labels shall be in conformance with AMS-01 and applicable state seed laws.
- B. Permanent Seed Species and Mixtures: Permanent seed species and mixtures shall be proportioned by weight as follows:

Botanical Name	Mixture Percent Percent Pure Common Name by Weight	Live Seed	
	LAWN SEED		
Cynodon Dactylon	Common Bermuda grass	90	90

C. Temporary Seed Species: Temporary seed species for surface erosion control or overseeding shall be as follows:

Botanical Name	Percent Pure	Live Seed
	Common Name	
Albruzzi Rye	Perennial Rye grass	98

### 2.5 STRAW MULCH

- A. Straw shall consist of thoroughly threshed cereal grains. Straw shall be free of noxious weeds and weed seeds as described in paragraph entitled "Seed" of this Specification. Straw shall be visually inspected to ensure that it is free from mold, foreign substances, and is in an air-dry condition suitable for placing with mulch blower equipment.
- B. Wood Cellulose Fiber shall be a processed wood product having uniform fiber characteristics which will remain in uniform suspension in water under agitation and will blend with seed, fertilizer, and other additives to form a homogenous slurry. The fiber shall perform satisfactorily in hydraulic seeding equipment without clogging or damaging the system. The slurry shall contain a green dye that provides easy visual inspection for uniformity of application.
- C. Erosion Control Fiber Mesh: Biodegradable twisted jute or spun-coir mesh, a minimum of 0.92 lb/sq. yd., with 50% to 65% open area. Include manufacturer's recommended steel wire staples, 4 inches long. (on slope sites only)

### PART 3 - EXECUTION

### 3.1 EXAMINATION

A. Examine areas to receive seed for compliance with requirements and other conditions affecting performance. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and plantings from damage caused by planting operations.

B. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

### 3.3 LAWN PREPARATION

- A. Limit lawn subgrade preparation to areas to be planted.
- B. Prepare subgrade by scarifying to a depth of 4 inches below final grade. Remove stones and other foreign material 3 inches or greater in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
- C. Apply 24-5-11 fertilizer at a rate of 5 pounds per 1000 square feet. Fertilizer shall be incorporated into the soil to a maximum of 4 inch depth or may be incorporated as part of the tillage or hydroseeding operation.
- D. Grade lawn areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus ½ inch of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit fine grading to areas that can be planted in the immediate future.
- E. Till prepared lawn areas before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- F. Restore areas if eroded or otherwise disturbed after finish grading and before planting.

### 3.4 SEEDING

- A. Seeding shall be performed when the temperature is above 32 degrees F and the ground is not frozen. Seeding should occur from April to October for spring planting, June to October for summer planting, and October to December for fall planting.
- B. Areas to be seeded shall conform to the specified finished grades and be free of any weed or plant growth. All areas shall be loosened by discing, harrowing, raking or by other approved methods immediately prior to seeding, unless otherwise directed by the Municipal Enforcement Program Coordinator or Authorized Representative. The area shall be free of all clods, stones and other foreign materials larger than 3 inches. All gullies, washes or disturbed areas that develop subsequent to final dressing shall be repaired prior to seeding. On slopes less than 3:1 and on flat areas, the final seedbed shall be prepared so there is an even and uniform germination of seed and final stand of turf.
- C. Sow seed evenly with spreader or seeder. Do not broadcast or drop seed when wind velocity exceeds 5 mph. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other. Touch up edges of lawn as needed.
- D. Sow seed at the rate of 3.5 to 5 lb/1000 sq. ft.
- E. Rake seed lightly into top 1/8 to 1/4 inch of topsoil, roll lightly, and water with fine spray.
- F. Protect seeded areas with slopes exceeding 25% with erosion-control blankets installed and stapled according to manufacturer's written instructions.
- G. Protect seeded areas with slopes not exceeding 25% by spreading straw mulch. Material shall be applied uniformly at a minimum rate of 2 tons/acre. Mulch applied by blowers shall provide a loose depth of ½ inch to 2 inches. The length of 95% of the straw mulch shall be 6

inches or more in length. Mulch applied by hand shall provide a loose depth of 1.5 inches to 3 inches. Anchor straw mulch by crimping into topsoil with suitable mechanical equipment.

### 3.5 PROTECTION

A. All seeded areas must be protected from any foot or playground traffic until the seeded areas have become fully established.

### 3.6 RESEEDING

A. Reseeding consists of applying seed and fertilizer to previously seeded and mulched areas where turf establishment has not been successful. Work shall be as directed by the Municipal Enforcement Program Coordinator or Authorized Representative.

### 3.7 REFERTILIZING

A. Refertilizing shall consist of applying 12-4-8 fertilizer to topsoiled areas. Work shall be as directed by the Municipal Enforcement Program Coordinator or Authorized Representative.

### 3.8 LAWN ESTABLISHMENT & MAINTENANCE

- A. Contractor shall water seeded lawn areas adequately from time of planting, through germination, until establishment and acceptance by the Municipal Enforcement Program Coordinator or Authorized Representative. Seeded areas shall be thoroughly soaked after planting and kept moist at all times. Do not over water creating puddles and excessive runoff. Soak the soil deeply and water again only after top 1 to 2 inches begin to dry out.
- B. Contractor shall mow new lawn areas as necessary until established and accepted by the Municipal Enforcement Program Coordinator or Authorized Representative. When grass reaches 3 inch height, mow to 2 inch height. Remove grass clippings and reseed and mulch with straw all spots not having a uniform stand of grass. Contractor shall not be responsible for more than two mowings unless there is failure to produce an even and acceptable stand of turf.
- C. Reseed as necessary to establish a uniform stand of turf.
- D. Turnover of establishment and maintenance activities of the new lawn to the owner will be accepted after all punch list items have been performed and a satisfactory lawn has been established and accepted by the Municipal Enforcement Program Coordinator or Authorized Representative. Before final acceptance, the Contractor shall repair any lawn area that is defective or damaged due to the Contractor's negligence at no additional cost.

### 3.9 CLEANUP AND PROTECTION

- A. Promptly remove soil and debris created by lawn work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Erect barricades and warning signs as required to protect newly planted areas from traffic. The contractor shall maintain barricades throughout the construction period, and the owner shall take over this responsibility after the construction period, and remove after lawn is adequately established.
- C. Remove erosion-control measures after lawn establishment period and acceptance by the Municipal Enforcement Program Coordinator or Authorized Representative.

**END OF SECTION** 



# CITY OF MOBILE, ALABAMA

CONSTRUCTION PLANS
FOR
WOODLAWN APARTMENTS DEMOLITION
PROJECT NOS. ME-035-20;ME-045-20
1050 DAUPHIN ISLAND PARKWAY
MOBILE, ALABAMA

DISTRICT 3: C. J. SMALL



## CITY OF MOBILE ELECTED OFFICIALS

MAYOR: HONORABLE SANDY STIMPSON

DISTRICT 1: FREDERICK RICHARDSON, JR.

DISTRICT 2: LEVON C. MANZIE DISTRICT 3: C.J. SMALL

DISTRICT 4: JOHN C. WILLIAMS

DISTRICT 5: JOEL DAVES
DISTRICT 6: BESS RICH
DISTRICT 7: GINA GREGORY



VICINITY MAP



AREA MAP



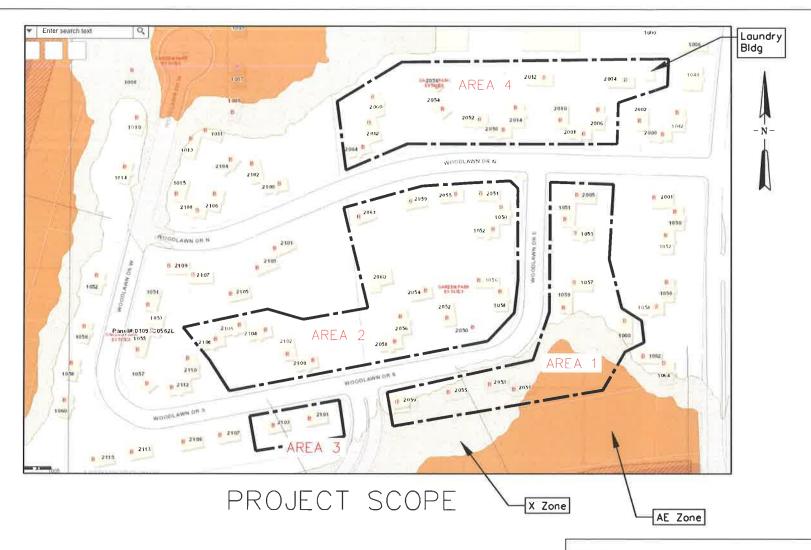




Dorsey & Dorsey

6051 AIRPORT BLVD, STE B3 MOBILE, AL 36608 p251.344.3983 f.251.344.4061

PREPARED BY: DORSEY & DORSEY ENGINEERING, INC. ENGINEER: LARRY C. DORSEY, PE LICENSE NO: ALABAMA 21807 DATE: July 14, 2021



### NOTES:

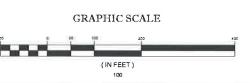
- 1. Existing sewer and water pipes must have a permanent cap.
- 2. Existing sewer must be stubbed up to grade level and capped off,
- Plumbing permit is required and is to be inspected by the City.

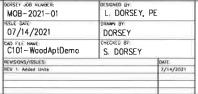




## TYPICAL BUILDING UNITS











Engineering Quality

Excellence

6051 AIRPORT BLVD., STE B3

MOBILE, ALABAMA 36609

## Integrity Quality

### WOODLAWN APARTMENTS - DEMOLITION (31 UNITS) 1050 DAUPHIN ISLAND PARKWAY, MOBILE, ALABAMA PROJECT NUMBERS: ME-035-20; ME-045-20

Provide a wet demolition & remove the structures at the general address indicated above, and as listed below, including all footings, slabs, etc. Contractor will not be allowed to recycle any material removed from the site. All demolition material and debris must be sent to an approved industrial and Construction and Demolition (C&D) Landfills. Disconnect and cap off all utility lines, such as sanitary sewer, water, and gas, in a manner satisfactory to the respective agency and the City of Mobile, Municipal Enforcement Department. Contractor shall clear lots by removing all debris resulting from the demolition of structures and all debris as designated in piles, scattered or otherwise on the sites. Contractor is to provide Sediment and Erosion Control measures, grassing, and Best Management Practices for Demolitions where Lead-Based Paint and/or Asbestos containing Materials may be present, per specifications. Submit before and after demolition pictures to City of Mobile Municipal Enforcement Department, along with waste shipment record, Invoice for payment and required close-out decurrents.

Units Designated for Demolition

### Area 1 (10 Units)

1051 Woodlawn Dr E (A&B) 1053 Woodlawn Dr E (A&B) 1057 Woodlawn Dr E (A&B) 1059 Woodlawn Dr E (A&B) 1060 Dauphin Island Pkwy (A, B, C & D) X-Shaded Zone

2005 Woodlawn Dr N (A&B)
2051 Woodlawn Dr S (A&B)
2053 Woodlawn Dr S (A&B)
2053 Woodlawn Dr S (A&B)
2055 Woodlawn Dr S (A&B)
X-Shaded Zone
X-Shaded Zone

X-Shaded Zone

# 2059 Woodlawn Dr S (A&B) **Area 2 (19 Units)**

1050 Woodlawn Dr E (A&B) 1052 Woodlawn Dr E (A&B) 1056 Woodlawn Dr E (A&B) 1058 Woodlawn Dr E (A&B) 2051 Woodlawn Dr N (A&B) 2050 Woodlawn Dr S (A&B) 2052 Woodlawn Dr S (A&B) 2054 Woodlawn Dr S (A&B) 2055 Woodlawn Dr N (A&B) 2056 Woodlawn Dr S (A&B) 2058 Woodlawn Dr S (A&B) 2059 Woodlawn Dr N (A&B) 2060 Woodlawn Dr N (A&B) 2063 Woodlawn Dr N (A&B) 2100 Woodlawn Dr S (A&B) 2102 Woodlawn Dr S (A&B) 2104 Woodlawn Dr S (A&B) 2106 Woodlawn Dr S (A&B) 2108 Woodlawn Dr S (A&B)

### Area 3 (2 Units)

2101 Woodlawn Dr S (A&B) 2103 Woodlawn Dr S (A&B)

### Area 4 (13 Units)

2004 Woodlawn Dr N (A, B, C & D) 2006 Woodlawn Dr N (A&B) 2008 Woodlawn Dr N (A&B) 2010 Woodlawn Dr N (A&B) 2012 Woodlawn Dr N (A, B, C, & D) 2014 Woodlawn Dr N (A&B) 2050 Woodlawn Dr N (A&B)

2052 Woodlawn Dr N (A&B) 2054 Woodlawn Dr N (A&B)

2056 Woodlawn Dr N (A&B) 2060 Woodlawn Dr N (A&B) 2062 Woodlawn Dr N (A&B)

2064 Woodlawn Dr N (A&B)

I Small Storage Bldg

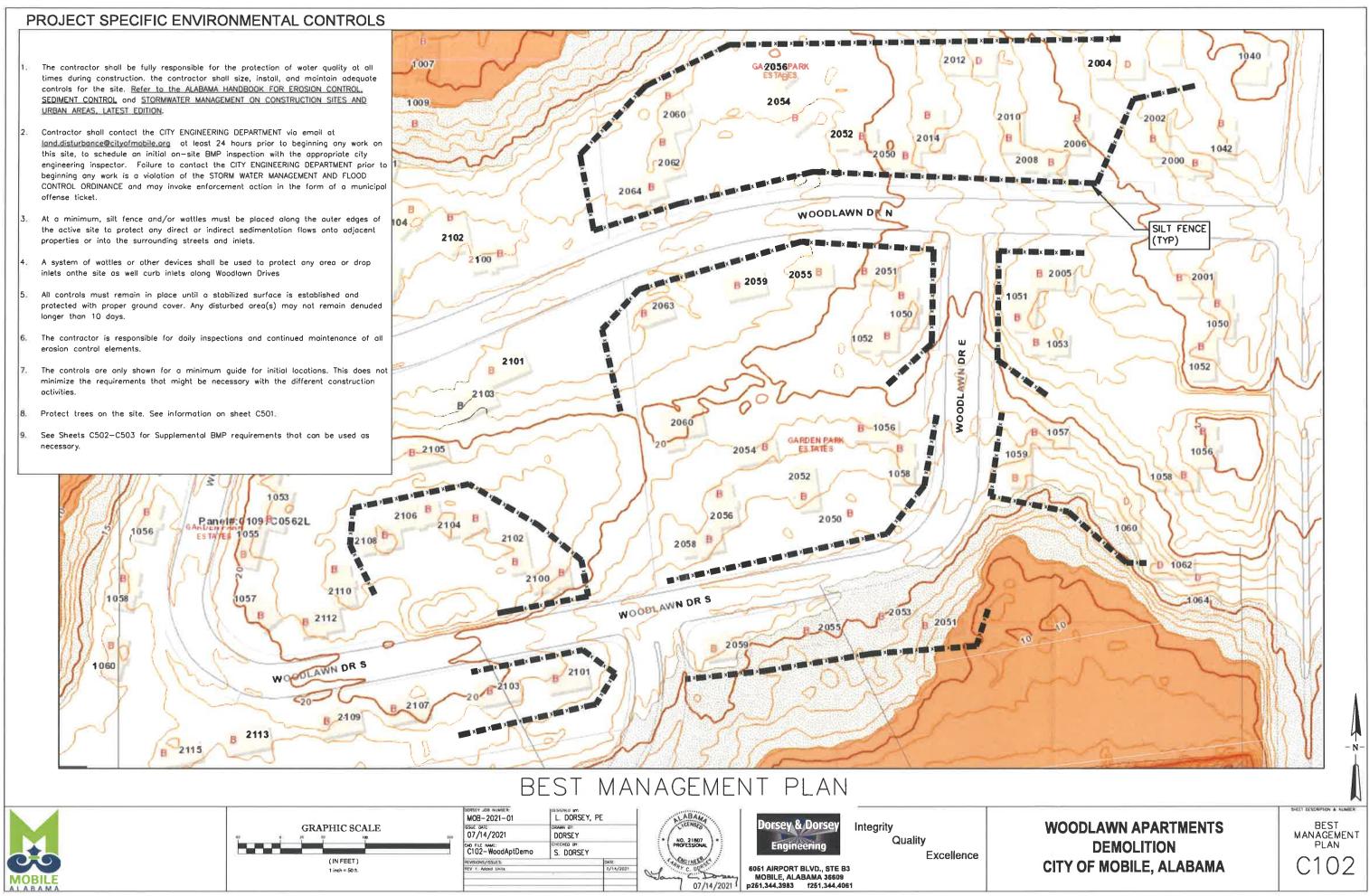
See Spec Section 00300 Schedule of Buildings for unit sizes.

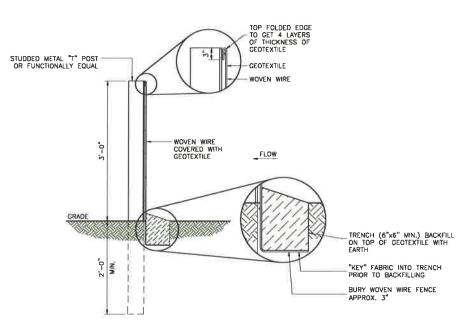
WOODLAWN APARTMENTS
DEMOLITION
CITY OF MOBILE, ALABAMA

PIEEL DESCRIPTION & MUNDED

PROJECT SCOPE

C101





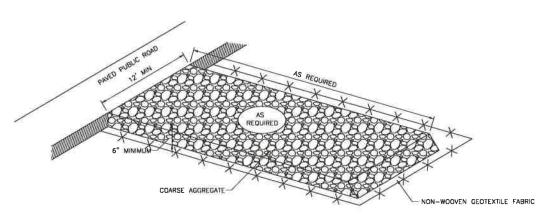
## SILT FENCE DETAIL

NOT TO SCALE

### NOTES:

(TYPE A) SILT FENCE SHALL BE USED IN AREAS WHERE FLOW IN NOT SEVERE OR AS DIRECTED BY THE ENGINEER.

SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHALL BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED AREAS AND ADJACENT TO STREAMS, RIVERS, AND CHANNELS.



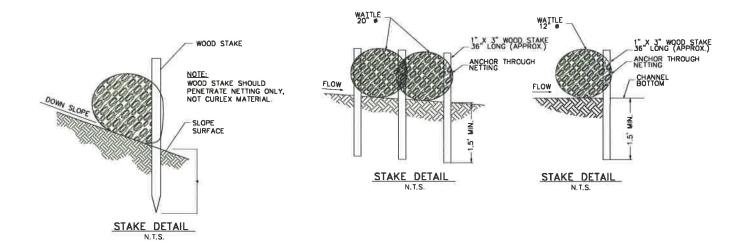
### **CONSTRUCTION EXIT PAD**

NOT TO SCALE

#### MAINTENANCE:

THE CONSTRUCTION EXIT SHALL BE MAINTAINED IN SUCH A WAY TO PREVENT THE MOVEMENT OF MUD INTO PUBLIC TRAVEL WAYS. ACGRECATE SHOULD BE ADDED TO THE PAD WHENEVER IT WILL NOT SERVE AS AN ALL WEATHER TRAVEL WAY FOR THE CONSTRUCTION VEHICLES. CONSTRUCTION EXIT PROTECTIVE MEASURES SHALL BE USED AT ANY SITE EXIT LOCATION REQUIRED TO MEET THESE REQUIREMENTS.

A WASH STATION SHALL BE ADDED TO THE CONSTRUCTION EXIT PAD. THE CONTRACTOR IS RESPONSIBLE FOR ASSURANCE THAT ALL MUD IS WASHED OFF ALL EQUIPMENT BEFORE LEAVING THE SITE. DISCHARGES FROM THE WASH DOWN STATION SHALL BE FREE OF SEDIMENT AND NOT CAUSE ADDERSE TURBUITY IMPACTS IN RECEIVING WATERS. THE CONTRACTOR IS RESPONSIBLE FOR SUITABLE POWER WASHING EQUIPMENT.



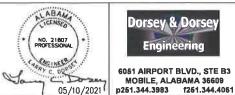
## **EXCELSIOR WATTLE DETAILS**

NOT TO SCALE



GRAPHIC SCALE (NONE)

MOB-2021-01	L. DORSEY, PE
04/28/2021	DORSEY
C501 - WoodAptDemo	S. DORSEY
MEVISIONS/ISSUES:	DATE





Excellence

Integrity

**WOODLAWN APARTMENTS DEMOLITION** CITY OF MOBILE, ALABAMA ENVIRONMENTAL CONTROL PLAN & DETAILS C501

### SUPPLEMENTAL GENERAL NOTES

### **EROSION AND SEDIMENT CONTROLS**

### 1. VEGETATIVE PRACTICES

Such practices may include: temporary seeding, permanent seeding, mulching, mating, sod stabilization, vegetative buffer strips, phasing and protection of trees. the contractor shall initiate appropriate vegetative practices on all disturbed areas within seven (7) days if they are to remain dormant (undisturbed) for more than fifteen (15) days. permanent or temporary soil stabilization shall be applied to disturbed areas within seven (7) days after final grade is reached on any portion of the site.

#### 2. STRUCTURAL PRACTICES

Structural practices shall be used to control erosion and trap sediment from all sites remaining disturbed for more than fourteen (14) days.

Sediment control structures shall be functional throughout earth distrubing activity. Sediment basins and perimeter sediment barriers shall be implemented as the first step of grading and within seven (7) days from the start of grubbing. They shall continue to function until the upslope development area is re-stabilized.

Sheet flow runoff from denuded areas shall be intercepted by sediment barriers, sediment barriers, such as filter farbric fence (and wattles, or straw bails), shall protect adjacent lands and water resources from sediment transport bt sheet flow.

No solid or liquid waste, including building materials, shall be discharged into storm water runoff, Off-site vehicle tracking of sediments shall be minimized. The plan shall ensure and demonstrate compliance with applicable state or local waste disposal, sanitary sewer or septic

All temporary and permanent control practices shall be maintained and repaired as needed to assure continued performance of their intended function.

### **VEGETATIVE PRACTICES:**

### 1. PRESERVING EXISTING VEGETATION

Wherever possible, preserve existing trees, shrubs and other vegetation. To prevent root damage, do not grade, place soil piles, or park vehicles near trees marked for preservation. Place plastic mesh fence barriers around trees to protect the area below their

### 2. REVEGETATION

Seed, sod or mulch bare soil as soon as possible. If construction is completed after October 31, seeding or sodding may be delayed. Applying mulch or temporary seed (such as rye or winter wheat) is recommended if weather permits. Straw bale or silt fences must be maintained until final seeding or sodding is completed in spring March 1 - May 31.

### 3. SEEDING AND MULCHING

Spread 4 to 6 inches of topsoil. Fertilize according to the soil test or apply 2 lb./1000 sq.ft. of 18-24-6 fertilizer. Seed with an appropriate mix for the site (See Table 1). Rake lightly to cover seed with 1/4 inch of soil. Roll lightly. Mulch with straw (70-90 lb.) or one bale per 1000 sq. ft. Anchor mulch by punching 2 inches into the soil with a dull, weighted disk or by using netting or other measures on steep slopes or windy areas. water gently every day or the total respectively. two to keep soil moist. less watering is needed once grass is 2 inches tall.

### TYPICAL LAWN SEED MIXTURES

GRASS PER	CENT BY WEIGH		OVERALL SITE
COMMON BERMU ANNUAL RYEGRA		80% 20%	(CYNODON DACTYLON)
SEEDING RATE (LB./1000 SQ. FT.)	TABLE 4	3	

Spread 4 to 6 inches of topsoil. fertilize according to soil test or apply 2 lb./1000 sq. ft. of 18-24-6 fertilizer. lightly water soil lay sod. Tamp or roll lightly. On slopes, lay sod starting at the bottom and work toward the top. Peg each piece down in sereral places. Initial watering should wet soil 6 inches deep (or until water stands 1 inch deep in a straight sided container). Then water lightly every day or two for 2 weeks.

### SEDIMENT BARRIERS:

Locate away from any downslope street, driveway, stream, lake, wetland, ditch or drainage way. Temporary seed such as annual rye is recommended for topsoil piles. surround with straw bales

#### 2. SILT FENCE (WATTLES OR STRAW BALES)

Put up before any other work is done. Install on down slope side(s) of site with ends extended up side slopes a short distance. Place parallel to the contour of the land to allow water to pond before the fence. Entrench bales 4 inches deep. Stake with 2 stakes per bale or 1 stake every 3 feet for silt fence. Leave no gaps between bales or silt fence. Inspect and repair once a week and after every 1/2 inch of rain. Remove sediment if deposits reach half the fence or straw bale height. Maintain until a lawn is established.

### STORM DRAIN INLET PROTECTION:

To prevent sediment from entering the storm discharge systems prior to permanent stabilization of the disturbed drainage area. Different types of structures are applicable to different conditions.

Storm sewers, which are made operational before their drainage area is stabilized, can convey large amounts of sediment to natural drainage ways. In case of extreme sediment loading, the storm sewer itself may clog and lose a major portion of its paparity. To avoid these problems, it is necessary to prevent sediment from entering the system at the inlets. This practice contains several types of inlet filters and traps which have different applications, dependent upon site conditions and type of inlet. Other innovalive techniques for accomplishing the same purposes are encouraged, but only after careful study of their effectiveness should they be installed.

#### 2. DESIGN CRITERIA

The inlet protection device shall be constructed in a manner that will facilitate cleanout and disposal of trapped sediment and minimize interference with construction activities. The inlet protection devices shall be constructed in such a manner that any resultant ponding of stormwater will not cause excessive inconvenience or damage to adjacent areas or structures. Design criteria, more specific to each particular inlet protection device, will be found with that construction specification.

#### 3. FABRIC DROP INLET PROTECTION - SEDIMENT FILTER

Staked filter fabric shall be placed surrounding the inlet the filter barrier shall be entrenched and backfilled. A narrow trench shall be excavated around the inlet to minimum depth of 12". After the stakes are in place, backfilled and compacted against the

This method of inlet protection is applicable where the inlet drains a relatively flat area (slopes no greater than 5 percent) where sheet or overland flows (not exceeding 0.5 cfs) are typical.

Block and gravel inlet protection or filter fabric inlet protection devices, such as dandy curb sack or equal, are to be used on existing inlets along the driveway or

### CONSTRUCTION BEST MANAGEMENT PRACTICES PLAN (CBMPP) NOTES

### **CONSTRUCTION PHASE REQUIREMENTS:**

- 1. GENERAL During construction, the contiractor shall be responsible for the implementation of the CBMPP in accordance with the requirements listed below.
- 2. POTENTIAL POLLUTANTS The follow categories shall be considered potential pollutants if not controlled by the contractor.
- 2.1.CONSTRUCTION EQUIPMENT: Fuel, oil, antifreeze, grease, and brake fluid from internal combustion engine equipment; dust created by driving equipment across dry,
- 2.2. CONSTRUCTION MATERIALS: Siltation of soil resulting from earth moving, rainfall, or tracking by vehicles; waste created by cutting, sawing, and drilling operations.
- 2.3. CONSTRUCTION MATERIAL PACKAGING: Cardboard boxes, wood crates and pallets; cellophane used to wrap boxes on pallets; styrofoam and other materials used to cushion materials in boxes; bags used to hold small parts.
- 3. STORMWATER QUALITY CONTIROL MEASURES FOR LAND DISTURBING ACTIVITIES.
- 3.1. Provide and maintain access drive to the site
- 3.2. Sediment control along down slope sides of construction site using silt fence or straw bales to control rain water sheet flow and siltation from construction site (see

- 3.3. Provide sediment control for concentrated flow areas barriers to slow down and filter siltation. the only concentrated flow areas anticipated for this site are
- 3.4. STORM SEWER INLET PROTECTION All storm sewer inlets/catch basins shall be provided with filters around inlets to prevent silt from entering storm sewer system.
- 3.5. Runoff control measures primarily the site drains by sheet flow to the northwest
- 3.6. No grade stabilization structures are anticipated on this site
- 3.7. All dimensions and specifications for stormwater quality measures are shown on this sheet or C501. Location of measures are shown on erosion control plan sheet and
- 3.8. Permanent and temporary surface stability shall be completed per notes and specifications on this sheet. Soil stockpile areas shall be temporarily stabilized and perimeter silt fence protection around the stock pile shall be installed and maintained.
- 3.9. Contractor shall establish a material handling and spill prevention plan. See plan
- 3.10. The stormwater pollution prevention measures shall be inspected weekly and following 1/2" rain event, All inspections must be documented Documentation shall include name practices maintained and/or repaired.
- 3.11. Contractor shall follow and adhere to erosion and sediment control notes and specifications
- 4. MATERIAL HANDLING AND SPILL PREVENTION PLAN Contractor shall develop a plan to handle material and prevent spills on site during construction. All contractors on the site shall comply with the plan. Pollutants shall be previously described in paragraph 2.
- 4.1.CONSTRUCTION EQUIPMENT shall be fueled and serviced at one location on the site. This location shall be a hard surface or compacted stone. Spills shall be cleaned immediately by absorption of liquid with absorbent material. Remove and properly dispose all contaminated materials following a spill. All spills shall be immediately reported to construction manager. Equipment repairs shall be completed off-site at a facility suitable for containment of fluids, if repairs are necessary on-site, suitable impermeable ground cover and containers shall be used to prevent contamination of soil below. All potential pollutant containers shall be routinely inspected for leaks. If leaks are detected, containers shall be disposed of properly. All empty or unusable containers of possible pollutants shall be removed from the site and disposed of properly.
- 4.2.CONSTRUCTION MATERIALS All erosion and sediment control measures as shown on the drawings shall be in place prior to disturbance of land adjacent to the control measure. Measures shall be maintained until final restoration is established. Any areas damaged shall be immediately repaired. Waste materials including cuttings, scraps equipment and material packaging materials created at the site shall be immediately disposed of into acceptable and covered waste containers. Waste containers shall be emptied frequently so not to overfill causing waste materials to litter the site. Daily inspections of the site shall be completed to pick up and dispose of waste ma Inspect stored material for loose packaging material. If found, re-fasten material or dispose of them properly.

### DUST CONTROL

A water truck equipped with suitable sprinkling devices and street sweeping equipment shall be on-site during periods of dry weather for dust control. Water shall be applied at lueast 4 times a day to all unpaved surfaces during periods of dry weather to help control dust. Dust control evaluations shall be performed during representative, normal working conditions by the contractor. No evaluations shall be necessary if precipitation has occurred that is sufficient for dust control.





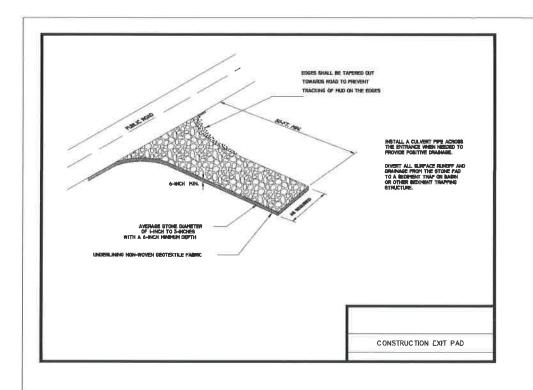
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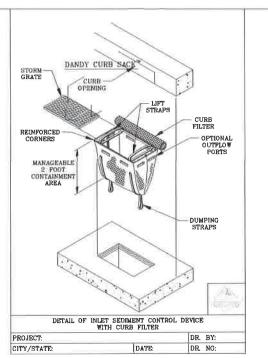
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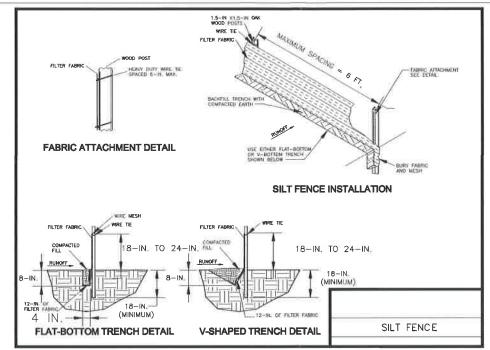
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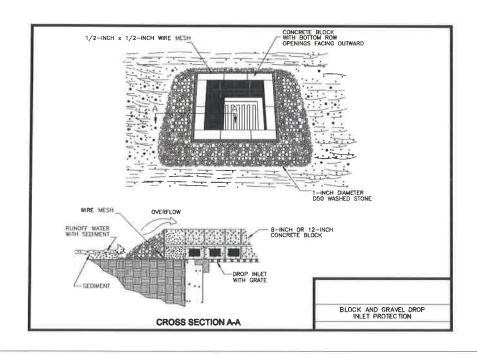
**WOODLAWN APARTMENTS** DEMOLITION CITY OF MOBILE, ALABAMA

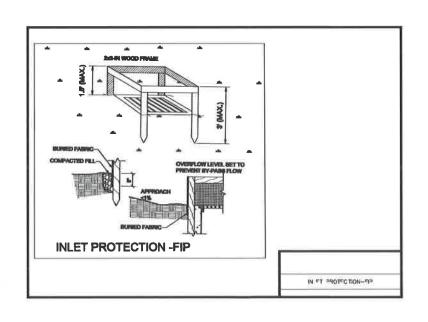
SUPPLEMENTAL **ENVIRONMENTAL** CONTROLS







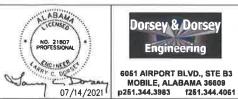






GRAPHIC SCALE (NONE)

MOB-2021-01 L. DORSEY, PE 07/14/2021 DORSEY C501 - WoodAptDemo S. DORSEY





Excellence

**WOODLAWN APARTMENTS DEMOLITION CITY OF MOBILE, ALABAMA**  SUPPLEMENTAL ENVIRONMENTAL CONTROLS

### EXHIBIT - BB

### SPECIAL PROVISIONS FOR EROSION AND SEDIMENT CONTROL ON DEMOLITION SITES.

All demolition activities for City of Mobile projects shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; and the current version of the Mobile, Alabama City Code, Chapter 17, Stormwater Management and Flood Control.

The Contractor shall be responsible for providing, implementing and maintaining temporary "Best Management Practices" (BMP's) in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the demolition/restoration period.

BMP's shall include, but are not limited to, installation and maintenance of proper silt fencing, berms or other containment devices required to prevent all sediment, demolition debris and trash from leaving the site, protection of all storm drains and storm water inlets both on site and within the City right-of-way, installation and maintenance of exit pads, and proper dust control as a result of demolition related activities. The Contractor shall be responsible for inspecting BMP's and making repairs/adjustments to the methods and types of erosion control utilized as necessary during the course of the construction.

The Contractor shall also be responsible for providing and installing permanent site stabilization prior to leaving the site and completion of the demolition contract. All costs for erosion and sediment control, including the costs for providing and maintaining temporary BMP's and for permanent site stabilization, shall be included in the Contractor's Quote. Contractor personnel must receive Erosion and Sediment Control training at an ADEM authorized training event. Any applicable training costs shall be the responsibility of the Contractor.

Any fines, penalties, or judgments assessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion controls shall be the responsibility of the Contractor. A Qualified Credentialed Inspector with the City of Mobile shall review on-site methods of erosion control, however, the Contractor shall indemnify and hold harmless the City of Mobile Municipal Enforcement Department and its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

### **EROSION CONTROL NOTES:**

- 1. All erosion control measure is to be in accordance with the Alabama Handbook for Erosion Control, Sediment Control, and Storm water Management on Construction Sites and Urban Areas (latest edition), and shall be maintained at all times during construction activities.
- 2. The erosion control measures indicated are a required minimum. The Contractor shall be responsible for the prevention of sediment transport from this property in accordance with all Federal, State, and Local Regulations during construction. The Contractor shall install additional devices and implement additional practices if warranted by field conditions. Prior to construction activities, the Contractor shall install all silt fencing and sediment traps and sediment basins, as required. The Contractor's site superintendent shall daily inspect and maintain all erosion control devices and practices. The Contractor shall initiate permanent stabilization measures immediately.

- 3. All temporary stabilization measures shall be initiated immediately when work for any portion of the site has temporarily ceased and will not resume for a period exceeding 13 days.
- 4. All disturbed areas not encompassed by structures, pavement or called out for other surface treatment shall be, at a minimum, top soiled, seeded and mulched in accordance with the specifications. The Contractor shall be responsible for the removal of all erosion control measures except channel lining and outlet protection after site stabilization. The Contractor shall be responsible for removing and/or flushing sediment from existing storm drains if an excessive amount is collected during construction activities. Remove accumulated sediment as soon as depth reaches ¼ the height of the barrier.

### **DUST CONTROL:**

The Contractor shall be responsible for the prevention of wind-borne sediment from leaving the property. The Contractor shall sprinkle water on bare soil areas as required to wet the surface. The Contractor shall adjust the frequency of these sprinklings to match field conditions.

## **EROSION CONTROL BEST MANAGEMENT PRACTICES (BMP'S):**

- 1. The Contractor shall utilize erosion control best management practices (BMP'S) to prevent the discharge of sediment-bearing water runoff or airborne dust from the project site in accordance with all Federal, State and Local Regulations during demolition.
- 2. The Contractor shall be responsible for the inspection and maintenance of all BMP'S in accordance with the requirements of the permitting authority.
- 3. The Contractor shall ensure that all down slope BMP'S are installed and functional before any land disturbing activity is commenced on any portion of the site.
- 4. The Contractor shall be responsible for the installation and maintenance of additional BMP'S if required by field conditions, the Architect/Engineer or a Permitting Authority having jurisdiction over the site.

### SILT FENCE:

- 1. The installation of silt fences shall be in conformance with the silt fence manufacturer's recommendations; particular care shall be exercised to ensure that all silt fencing is properly keyed into the earth at the toe.
- 2. The Contractor shall maintain, clean, repair or replace silt fence as may be required during the construction period. If a line of silt fencing exceeds its capacity to function properly and the need for a back-up fence becomes evident, the Contractor shall install a secondary line of silt fence at the affected areas as required and per direction of the Architect/Engineer. Failure to maintain a silt fence shall not be cause for the Contractor to claim additional compensation.
- 3. After stabilization of the disturbed area has been achieved, the Contractor shall remove and dispose of all temporary BMP'S and dress out those areas to the proper line and grade.

### **EXHIBIT-CC**

# BEST MANAGEMENT PRACTICES FOR DEMOLITIONS WHERE LEAD-BASED PAINT AND/OR ASBESTOS CONTAINING MATERIALS MAY BE PRESENT

# GENERAL NOTES: DISPOSAL OF LEAD-BASED PAINT (LBP) AND ASBESTOS CONTAINING MATERIAL (ACM)

- All demolition must be adequately wet prior to and during removal to prevent any and all lead-base dust. Adequately wet means: no visible emission discharges are released to the outside air from the collection, mixing, wetting and handling operations.
- Disposal cost for Lead-Based Paint containing materials and Asbestos containing materials shall be included in the bid and made a part of the contract executed with the company providing demolition.
- All LBP and/or ACM wastes generated must be disposed of at a permitted landfill.
- The demolition contractor shall abide by the Lead-Based Paint and/or Asbestos NESHAP requirements for the disposal of lead-based paint and/or asbestos-containing wastes.
- Not all landfills are authorized to accept LBP and/or ACM. The demolition contractor is strongly urged to contact the landfill prior to transport of LBP and/or ACM to ensure that the landfill will accept the LBP and/or ACM.
  - 1. The name, address and telephone number of the waste transporter(s); and
  - Certification that the contents of the consignment are fully and accurately described by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and government regulations.
- A copy of this waste shipment record must be provided to the disposal site owner at the time the lead-based paint and or asbestos-containing material is delivered.
- A copy of this waste shipment record, signed by the disposal site owner or operator must be included with application and certification for payment.
- A listing of permitted landfills in the State of Alabama is available on the ADEM Internet web site at: <a href="https://www.adem.state.al.us/LandDivision/Solid Waste/Reports/Landfill.htm">www.adem.state.al.us/LandDivision/Solid Waste/Reports/Landfill.htm</a>
- A detailed schedule of values will be required from the apparent low quoter contractor and shall be submitted within twenty-four (24) hours of receipt of quotes

**END OF EXHIBIT CC** 





## Company ID Number:

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer			
Name (Please Type or Print)		Title	
Electronically Signed		(1)	
Signature		Date	
Department of Homeland Secu	ırity – Verificatio	n Division	
Name (Please Type or Print)	HILL ST.	Title	
Signature		Date	
Infor	mation Require	ed for the E-Verify Pro	gram
Information relating to yo	ur Company:		
Company Nam	9		
Company Facility Addres	s:		
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4000		770011	(Experience of Alberta per a Still Control of Alberta per a St
Company Alternate Address:			
County or Parish:	MOBILE		
Employer Identification Number:			

E-Verify\_\_\_\_



### Company ID Number:

North American Industry Classification Systems Code:	
Administrator:	
Number of Employees:	
Number of Sites Verified for:	
in each State:	a 1 site? If yes, please provide the number of sites verified for
•	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: Telephone Number: E-mail Address:		Fax Number:	
13 111011 7 2041 0111			

## DRAFT AIA Document A101" - 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

(In words, indicate day)	month and year.)			
BETWEEN the Owner: (Name, legal status, ad	dress and other infor	rmation)		
«City of Mobile »« » «P. O. Box 1827 » «Mobile, Alabama 366 « »	33-1827 »			
and the Contractor: (Name, legal status, ad	dress and other infor	rmation)		
« »« » « » « »				
«City of Mobile Busine «Secretary of State Reg				
for the following Projec (Name, location and de				
( )) ( ))				
The Architect: (Name, legal status, add	dress and other info	rmation)		
«Architectural Enginee «P. O. Box 1827 » «Mobile, Alabama 366 « »		nicipal Enforces	nent Department	»« »
The Owner and Contract	ctor agree as follows	s.		

AGREEMENT made as of the « \_\_\_ » day of « \_\_\_ » in the year

ADDITIONS AND DELETIONS:
The author of this document has added information, needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important

legal consequences.
Consultation with an attorney is encouraged with respect to its completion or modification.
The parties should complete A101-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



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#### TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

### EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others (See attachment Exhibit A).

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be: (Check one of the following boxes.)

[ # 2 ] The date of this Agreement.

[ (X ) ] A date set forth in a notice to proceed issued by the Owner.

[ \*\*\* ] Established as follows: (Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work,

### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

3.3.3 lif the Contract of the Contract Time as provided in the Contract resourcements of positions of the Work not to be completely prior to substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion as provided in this Section 3.3, liquidated damages, fany, shall be assessed as set forth in Section 4.5.  Substantial Completion as provided in this Section 3.3, liquidated damages, fany, shall be assessed as set forth in Section 4.5.  ACRICLE 4 CONTRACT SUM 1.4.  At The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract Sum shall be is (\$ 8.50), subject to additions and deductions as provided in the Contract Documents.  Section Contract Sum: \$ Section Contract Sum: Section Contract Sum: Section Contract Sum: \$ Security of the Contract Sum: Security of the	[ # # ] By the following date: #				
3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, any, shall be assessed as set forth in Section 4.5.  RTICLE 4 CONTRACT SUM  4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the contract than shall be \( w \infty \) (\$ \( e = \nip \) ), subject to additions and deductions as provided in the Contract contingency Allowance.  \$ contingency Allowance.  \$ contingency Allowance.  \$ contingency Allowance.  \$ contingency Allowance, \$ contingency A	re to be completed prior to Substantial (	Completion of the entire Work, the Contractor			
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§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

«A time charge equal to two hundred fifty dollars and no cents (\$250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained. »

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

#### ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

- § 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- § 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day 25th of the month, or as follows:

« »

- § 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first «1st » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth «10th » day of the «following » month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than «forty » («40 ») days after the Architect receives the Application for Payment. (Federal, state or local laws may require payment within a certain period of time.)
- § 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.
- § 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- § 5.1.6 In accordance with AIA Document A201<sup>TM</sup> 2017, General Conditions of the Contract for Construction (including Owner's then-current modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- § 5.1.6.1 The amount of each progress payment shall first include:
  - .1 That portion of the Contract Sum properly allocable to completed Work;
  - That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified;
  - .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.
- § 5.1.6.2 The amount of each progress payment shall then be reduced by:
  - .1 The aggregate of any amounts previously paid by the Owner;

Field Code Changed

ATA Document Alol = 2017, Converget = 1915, 1818, 1925, 1937, 1901, 1958, 1961, 1967, 1967, 1977, 1987, 1991, 1991, 2007 and 2017 by The American Institute of Architects, All rights reserved, WARRING: This ALA Document is protected by U.S. Copyright Law and International Treates, Unauthorized reproduction or distribution of this ALA Document, or any portion of the may result in swarpe ingrad criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by ALA software and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by ALA software and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by ALA software the law of the control of

- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. For projects over \$250,000.00, the DBE Utilization Report shall be included with the pay application.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

«Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage »

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

«N/A»

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, metading modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

« »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

«The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order. »

- § 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.
- § 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

- § 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when
  - 1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and

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.2 a final Certificate for Payment of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or of retainage shall be made as follows:

« The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:
•Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with

a.) Contractor's Release or Waiver of Liens

b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers,
 \*Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents).
 \*Consent of Surety, if any, to final payment (AIA form G707, included in contract documents), and
 \*Any additional close out requirements per the contract documents
 \*Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below, "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37, Acts 1935, No. 39, 9.70, Code 1940, T. 50, Section 16, Acts 1983, No. 83-737, 9.1203, Acts 1989, No. 89-650m 9, 1284, Section 1, Acts 1994, No. 94-207, p. 270, Section 1, Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA COUNTY OF MOBILE NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that (\_\_\_\_) has completed the contract \_\_\_\_ Mobile, Alabama. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile. »

### § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is legated.

(Insert rate of interest agreed upon, if any.)

<del>(( )) <sup>0</sup>/<sub>0</sub> (( ))</del>

### ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201—2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

«N/A»

« »

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User Notes:

writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.  ARTICLE 7 TERMINATION OR SUSPENSION  § 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.  § 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:  (Insert the amount of, or method for determining, the fee, (f any, payable to the Contractor following a termination for the Owner's convenience.)  § 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.  ARTICLE 8 MISCELLANEOUS PROVISIONS  § 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract
Caxa   Litigation in a court of competent jurisdiction   Ticle   Other (Specifi)
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Documents: A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.
§ 8.2 The Owner's representative: (Name, address, email address, and other information)
«Program CoordinatorDirector, Architectural EngineeringMunicipal Enforcement Department » «P. O. Box 1827 » «Mobile, Alabama 36633-1827 » « » « » « »
§ 8.3 The Contractor's representative: (Name, address, email address, and other information)
«» «» «»
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§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

#### § 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101<sup>TM</sup> 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents below:

The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

Claims under workers' compensation, disability benefit and other similar employee benefit acts
that are applicable to the Work to be performed;
Claims for damages because of bodily injury, occupational sickness or disease, or death of the
Contractor's employees;
Claims for damages because of bodily injury, sickness or disease, or death of any person other
than the Contractor's employees;
Claims for damages insured by usual personal injury liability coverage;
Claims for damages, because of injury to or destruction of tangible property, including loss of use
resulting therefrom;
Claims for damages because of bodily injury, death of a person or property damage arising out of
ownership, maintenance or use of a motor vehicle;
Claims for bodily injury or property damage arising out of completed operations; and
Claims involving contractual liability insurance applicable to the Contractor's obligations under
Section 3.18 of the General Conditions of the Contract for Construction.

Itractor shall take out and maintain during the life of the Contract no less than the following amounts of

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

.1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama.

2 Employee's Liability Insurance shall be provided for limits of liability not less than:

A. Bodily Injury by Accident \$1,000,000 each accident

B. Bodily Injury by Disease \$1,000,000 each employee

C. Bodily Injury by Disease \$1,000,000 each policy

The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability

Insurance (including premises-product-completed operations, independent contractors, and blanket
contractual liability), specifically covering the obligations assumed by the Contractor for limits of
liability not less than:

contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

A. Bodily Injury \$1,000,000 each person

B Property Damage \$1,000,000 each occurrence; or

C. Bodily Injury & \$1,000,000 cambined single limit

Property Damage \$1,000,000 combined single limit

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	A. All liability of the Contractor, for the Contractor's Direct Operations.  B. Subcontractor's Operations.	
	C C La LC L C L L C L L L L L L L L L L	
	<ul> <li>Completed Operations Cover, thereby meaning any loss which shall occur after the</li> </ul>	
	contract has been completed, but which can be traced back to the Contract.	
	General Aggregate Limit shall apply on a "Per Project" Basis.     Contractual Liability, meaning thereby, any risk assumed by the Contractor.	
	<ul> <li>Contractual Liability, meaning thereby, any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but</li> </ul>	
	specifically items 11.1.1.8.3G herein below	
	F. Broad Form Property damage Coverage, including Completed Operations.	
	G. Personal Injury Liability, with employee's exclusions removed.	
	H. Explosion and Collapse Hazard:	
	Included or X Not Applicable	6
	Underground Hazard:  Included or X Not Applicable.	Formatted: Font: Not Bold
	Included or X Not Applicable.	Formatted: Font: Not Bold
2	The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of	Formatted: Indent: Left: 0", Hanging: 1"
	Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed,	
	Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any	
	auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at	
	the limits of liability as indicated below:	Formatted: Underline
	the many of money of the many	
	A. Bodily Injury \$1,000,000 each person	
	\$1,000,000 each occurrence	
	B. Property damage \$1,000,000 each occurrence; or,	
	B. Property damage \$1,000,000 each occurrence; or, C. Bodily Injury &	
	Property damage \$1,000,000 combined single limit	
	Troperty duringe	
).	Umbrella/Excess Liability: \$2,000,000 combined single limit each	Formatted: Indent: Left: 0", Hanging: 3"
	occurrence for bodily injury and/or property damage	(
	Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during	Formatted: Indent: Left: 0", Hanging: 1"
	construction, fabrication or erection of any equipment.	
	construction, natification of election of any equipment	Formatted: Indent: Left: 0", Hanging: 1"
	A The Contractor shall purchase and maintain, in a company or companies lawfully authorized	Formatted, indent. Left. 0 , rranging. 1
	to do business in the jurisdiction in which the Project is located, property insurance written	
	on a builder's risk "all-risk" or equivalent pulsey form in the amount of the initial Contract	
	Sum, plus value of subsequent Contract Modifications and cost of materials supplied or	
	installed by others, comprising total value for the entire Project at the site on a replacement	
	cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are	
	beneficiaries of such insurance, until final payment has been made as provided in Section	
	9.10 or until no person or entity other than the Owner has an insurable interest in the	
	property, whichever is later. This insurance shall include interests of the Owner, the	
	Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project	
	The same of the sa	
	B Property insurance shall be on an "all-risk" or equivalent policy form and shall include,	
	without limitation, insurance against the perils of fire (with extended coverage) and physical	
	loss or damage including, without duplication of coverage, theft, vandalism, malicious	
	mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal	
	requirements, and shall cover reasonable compensation for Architect's and Contractor's	
	services and expenses required as a result of such insured loss.	
	C. If the property insurance requires deductibles, the Contractor shall pay costs not covered	Field Code Changed
t Aloim	- 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 201 stitute of Architects. All rights reserved. WARNING: This AlA' Document is protected by U.S. Copyright Law and	9

because of such deductibles. Deductibles shall be limited to a maximum of \$2,500,00 unless the loss is caused by windstorm, then deductible shall be a maximum of 3% of insured value.

D This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

9. The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a company licensed in the Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

10. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key \* Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds \$50,000.00.

1.1. "In Rem" endorsement.

112. Borrowed Servant/Alternate Employer endorsement in favor of the City of Mobile.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution, unless otherwise indicated in the contract documents. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least 30 days' (except 10 days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations, and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101<sup>TM</sup> 2017 Exhibit A, and elsewhere in the Contract Documents below:

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

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Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

- Bond shall be submitted with the executed agreement on provided form(s).
- Power of Attorney is required for both bonds.
- A Surety authorized to do business in the State of Alabama shall furnish both bonds.
- A Surety licensed to do business in the State of Alabama must execute the bonds.
- The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds \$50,000.00.

 The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6 Notice in electronic format, pursuant to Article I of AIA Document A201 2017, may be given in accordance with AIA Document B203™ 2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Decument E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

eindemnification. Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threstened actions) arising from or in connection with Contractor's performance under this agreement, including but not limited to, environmental laws, regulations; orders and decrees of whatever character or nature and damage or injury to persons or property.

### § 8.7 Other provisions:

«§ 8.7.1 Contractor shall provide a minimum one (1) year warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.7.2. CDC/NIH Covid-19 Guidelines are in effect throughout contract duration. The Contractor shall adhere to current guidelines as directed by the City. All Contractor's personnel, Sub-Contractors, Material Suppliers and others shall wear a face mask/face covering at all times while in a City of Mobile building, adhere to current social distancing guidelines, and note that temperature checks may be conducted. »

### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101<sup>TM</sup>–2017, Standard Form of Agreement Between Owner and Contractor
- 2 AIA Document A101<sup>TM</sup> 2017, Exhibit A, Insurance and Bonds
- .32 AIA Document A201™ 2017, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.
- .4 AIA Document E203<sup>TM</sup> 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

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Drawings Title Date Number Formatted Table Specifications Date Title Section **Formatted Table** GENERAL REQUIREMENTS DIVISION I Section 01010 Summary of the Work Section 01210 Allowances .75 Addenda, if any: Date Number **Formatted Table** Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9. Other Exhibits: (Check all boxes that apply and include appropriate information identifying the exhibit where reauired.) [ 4 1 ] AIA Document E204<sup>TM</sup> 2017, Sustainable Projects Exhibit, dated as indicated below. (Insert the date of the E204-2017 incorporated into this Agreement.) [ \* \* ] The Sustainability Plan: Title Date [ \*\*\*] Supplementary and other Conditions of the Contract: § 9.2 Formatted: Indent: Hanging: 1.33" Title Date **Document Pages** § 9.2.1 Other documents, if any, listed below: Formatted: Indent: Left: 0", First line: 0" (List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to hidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.) «BIDDING AND CONTRACT REQUIREMENTS Invitation to Bid Section 00100 Section 00200 Instructions to Bidders-AIA Document A701 Field Code Changed ATA Document A101 - 2017. Copyright e 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2015 by The American Institute of Architects. All rights reserved. HAUSTING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA\* Document, or any portion of it, may result in sweets and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software 11:03:48 on 10/02/2017 under Order No.1510507108 which expires on 08/29/2018, and is not for results. (19405B7692)

Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A
	Supplier DiversityDBE Subcontracting & Major Supplier Plan with DBE
Utilization Report	
Section 00500	Standard Form of Agreement Between Owner and Contractor
	AIA Document A101
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
	E-Verify Documentation (Sample)
	Application and Certificate for Payment-AIA Document G702and G703 with
	DBE Utilization Report
	Certificate of Substantial Completion-AIA Document G704
	Contractor's Affidavit of Payment of Debts and Claims-
	AIA Document G706
A STATE OF THE PARTY OF THE PAR	Contractor's Affidavit of Release of Liens-AIA Document G706A
	Consent of Surety to Final Payment-AIA Document G707
	Request for Taxpayer Identification Number and Certification W9 Tax
	Form and City of Mobile Vendor Information Form
Section 00700	General Conditions of the Contract for Construction-
	AIA Document A201»

§ 9.2.2 Best Management Practices (BMPs):

The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Stormwater Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control. All Waste water with oils, grease, paint\_etc., shall be properly contained and disposed of.

§ 9.2.3 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

§ 9.2.4 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:

By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

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Formatted: Indent: Left: 0", Hanging: 0.5" This Agreement entered into as of the day and year first written above. City of Mobile Legal Name of Party to Contract: City of Mobile Contractor: CONTRACTOR (By Signature) OWNER (Signature) «William S. Stimpson, Mayor »« » (Printed name and title) (Printed name and title) Formatted: AIA Agreement Body Text, Don't keep with next, Don't keep lines together ATTEST: City Clerk Assistant Director, Architectural Engineering Department STATE OF ALABAMA **COUNTY OF MOBILE** Before me, the undersigned a Notary Public in and for said County and State, personally appeared and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date. Sworn to and subscribed for me this \_\_\_\_\_ day of My Commission Expires Commented [PB3]: As of 02/04/2021 per Legal

ALA Document Alol - 2017. Copyright 6 1915, 1918, 1925, 1917, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This Ala' Document is protected by U.S. Copyright Law and International Treaties Unauthorized reproduction or distribution of this ALA' Document, or any portion of it, may result in severe string and oriminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AlA software 11:03:48 on 10/02/2017 under Order No.1510507108 which expires on 08/29/2018, and is not for resale:

User Notes:

#### PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS	: That the Contractor,	<b>,</b>
hereinafter called the Principal, and hereinafter called the Surety, are held and firmly be 36633, hereinafter called the Owner, in the penal swhich we bind ourselves, our heirs, executors, adm of a certain written Contract dated the day of Mobile to furnish all labor, material, equipment at Woodlawn Apartments – Asbestos Abatement at Contract is incorporated herein by reference and is	um of AMOUNT and 00/100 Dollars in instrators, successors, and assigns f, 2021, entered into between insurance and perform all Work rend Demolition; ME-035-20; ME-045	(\$000,000.00) for payment of for the faithful performance een the Principal and the City equired to complete 5-20, a copy of which said
NOW, THEREFORE, the condition of this obligation conditions of the Contract in all respects on its part performance of such Contract on account of laborobligations of every form, nature and character, an nature, kind and character which may be incurred or other such and liability resulting from negliger harmless the Owner from all cost and damage which perform said contract and shall fully reimburse and description which may be incurred by the Owner in the Principal in connection with the performance of claims of all persons, firms, partnerships, or corpor with the performance of the Contract, and that corporations shall give them a direct obligation; reason of any default whatever shall be brought payment on the Contract falls due, and provided, under the Contract, or in the work to be done undeperformance of the Contract or any other forbears force and effect until the performance of all comperformance, it shall become null and void.	t and shall fully pay all obligations in and materials used in connection d shall save harmless the Owner from the connection with the performance on the part of such may be suffered by reason of the repay the Owner for all expenditures making good any and every default of said Contract; and further that the ations for all labor performed and materials and provided, however, that no sure on this bond after two years from further, that if any alterations or a ser it, or the giving by the Owner of a sance being expressly waived. This tenants, terms and conditions here	curred in connection with the therewith, and all such other m all and any liability of every or fulfillment of such Contract the Principal and further save failure to fully and completely of every kind, character, and which may exist on the part of a Principal shall pay all lawful aterial furnished in connection resons, firms, partnerships or it, action, or proceedings by the date on which the final dditions which may be made any extensions of time for the obligation shall remain in full in stipulated and after such
In addition to any other legal mode of service, see Mobile County may be had on the Contractor or complaint or other pleading or process with the Ma and Surety to the mode of service above described contractor or surety. This Bond is given pursuant to	the Surety on the bond by leaving eyor of the City of Mobile which shall and that the service shall be the sar	a copy of the summons and bind the principal Contractor ne as personal service on the
EXECUTED IN FOUR (4) COUNTERPARTS.		
SIGNED, SEALED AND DELIVERED this	_ day of, 2	021.
CONTRACTOR AS PRINCIPAL Company:	SURETY Company:	
(Corporate Seal)	(Corporate S	Seal)
By:(Signature)	By:(Signature)	
Name and Title:	Name and Title:	
<u> </u>		
Resident Agent:(Signature)	Owner's Representative	: James Roberts, Senior Director Neiborhood Development P.O. Box 1827
Name and Title:		Mobile, Alabama 36633
Address:		251-208-6291
Phone and Fax:		

2		

#### LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

	SENTS: That the Contractor, NAME, as Principal, and
and firmly bound unto the City of Mobile, P. "Obligee") in the penal sum	O. Box 1827, Mobile, Alabama 36633 (hereinafter called the and 00/100 Dollars (\$000,000.00) lawful money of the rell and truly to be made we bind ourselves, our heirs, personal and severally, firmly by these presents.
202, (hereinafter called the "Contract") to furnis required to complete Woodlawn Apartments — which, THEREFORE, THE CONDITION OF subcontractors to whom any portion of work provided and of such subcontractors shall promptly make proposed or supplies for or in the prosecution of the work provided and distinct to said Contract, and for the payrest contract, and for the payrest contract, and some contract is the contract of the payrest contract.	ertain Contract with said Obligee, dated the day of, the all labor, material, equipment and insurance and perform all work Asbestos Abatement and Demolition; ME-035-20; ME-045-20, THIS OBLIGATION IS SUCH that if said Principal and all ded for in said Contract is sublet and all assignees of said Principal payments to all persons supplying him or them with labor, materials provided for in such Contract, or in any amendment or extension of ment of reasonable attorney's fees, incurred by the claimant or obligations shall be void; otherwise to remain in full force and effect. The third the contract of the following conditions and limitations.
work provided for in said contract shall have a dire which right of action shall be asserted in a procee Contract is to be performed or in any county in wh shall be asserted in a proceeding instituted in the against said Principal and Surety or either of them Contract) in which action such claim or claims sha (b) The Principal and Surety hereby designate an as the agent of each of them to receive and acceptoreeding instituted on this bond and hereby conthe Principal and/or Surety. In addition to any othe civil actions brought in Mobile County may be had the summons and complaint or other pleading or principal Contractor and Surety to the mode of serpersonal service on the contractor or surety.  (c) The Surety shall not be liable hereunder for de Compensation or Employer's Liability Statute.  (d) In no event shall the Surety be liable for a greater than the surety shall the surety be liable for a greater than the surety because the surety	d appoint
EXECUTED IN FOUR (4) COUNTERPARTS.	
SIGNED, SEALED AND DELIVERED this	day of, 2021.
CONTRACTOR AS PRINCIPAL Company: (Corporate Seal)	SURETY Company:(Corporate Seal)
By:(Signature)  Name and Title:	By:(Signature)  Name and Title:
Resident Agent:(Signature)  Name and Title:Address:Phone and Fax:	Owner's Representative: James Roberts, Senior Director Neiborhood Development P.O. Box 1827 Mobile, Alabama 36633 251-208-6291

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#### **EXHIBIT 3**

# City of Mobile Insurance Requirements Contractor

<u>Insurance</u> – For the duration of this agreement, the Contractor shall maintain the following minimum amounts for this project:

#### A. Workers' Compensation/Employer's Liability:

- 1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
- 2. Employer's Liability with limits of not less than:

Bodily Injury by Accident
Bodily Injury by Disease
Bodily Injury by Disease
Bodily Injury by Disease
\$1,000,000 each accident
\$1,000,000 each employee

3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

#### B. Comprehensive General Liability Insurance:

- Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.
- 2. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
- 3. General Aggregate Limit shall apply on a "Per Project" Basis.

#### C. Automobile Liability Insurance:

1. Automobile Liability Insurance to cover all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

#### D. Excess/Umbrella Liability Insurance

- 1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
- 2. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

#### CERITIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Description of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

<u>Waiver of Subrogation</u> - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

<u>Primary Insurance</u> - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

<u>Notice of Cancellation</u> – Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

<u>Certificates of Insurance - General</u> – Within two (2) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile. A sample Certificate of Liability Insurance form along with this Endorsement Page requirements are attached for Contractor's reference.

		7



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RICERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	PERT POLI	REME TAIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORE LIMITS SHOWN MAY HAVE	OF AN	Y CONTRACT THE POLICIE REDUCED BY I	OR OTHER S DESCRIBE PAID CLAIMS.	DOCUMENT WITH RESPECT TO D HEREIN IS DEJECT TO ALL	WHICH THIS
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OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	N/A	X					E.L. DISEASE - EA EMPLOYEE \$	
If yes, describe under DESCRIPTION OF OPERATIONS below				_			E.L. DISEASE - POLICY LIMIT &	
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pescription of operations / Locations / Vehicl Project Name:			CORD 101, Additional Remarks : t Number:	Schedule,	if more space is	required)		(*)
City of Mobile is included as an Additional in								
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City of Mobile							ESCRIBED POLICIES BE CANCEL	
P. O. Box 1827							ereof, notice will be de Y provisions.	TIAEVED IN
Mobile, Alabama 36633-1827	7					-		
Woodie, Alabama 30033-1827	•			AUTHOR	IZED REPRESEN	TATIVE		
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APPLICATION AND CERTIFICATION FOR PAYMENT	TION FOR PAYMENT	AIA DOCUMENT G702	PAGE ONE OF PAGES
TO OWNER City of Mobile	PROJECT:	APPLICATION NO:	Distribution to:
P. O. Box 1827 Mobile, Alabama 36633-1827 FROM CONTRACTOR:	VIA ARCHITECT:	PERIOD TO:	OWNER ARCHITECT CONTRACTOR
		PROJECT NO:	
CONTRACT FOR:		CONTRACT DATE:	
CONTRACTOR'S APPLICATION FOR PAYMENT Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.	I FOR PAYMENT nection with the Contract.	The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.	The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.
<ol> <li>ORIGINAL CONTRACT SUM</li> <li>Net change by Change Orders</li> <li>CONTRACT SUM TO DATE (Line 1 ± 2)</li> <li>TOTAL COMPLETED &amp; STORED TO DATE (Column G on G703)</li> </ol>	w w w w	CONTRACTOR:	Date:
S. RETAINAGE:  a. % of Completed Work  (Column D + E on G703)  b. % of Stored Material  (Column F on G703)		State of: Subscribed and swom to before me this Notary Public: My Commission expires:	County of: day of
1 otal Ketanage (Lines 3a + 50 or Total in Column I of G703) 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) 7. TESS PREVIOUS CERTIFICATES FOR	es es	ARCHITECT'S CERTIFICATE FOR PAYMENT In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated,	ATE FOR PAYMENT based on on-site observations and the data ifies to the Owner that to the best of the
PAYMENT (Line 6 from prior Certificate) 8. CURRENT PAYMENT DUE 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	es es	the quality of the Work is in accordance with the Con is entitled to payment of the AMOUNT CERTIFIED.	the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.  AMOUNT CERTIFIED
CHANGE ORDER SUMMARY  Total changes approved in previous months by Owner	ADDITIONS DEDUCTIONS	(Attach explanation if amount certified differ Application and onthe Continuation Sheet th ARCHITECT:	(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.) ARCHITECT:
Total approved this Month		By:	Date:
TOTALS		This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without	UNT CERTIFIED is payable only to the and acceptance of payment are without
NET CHANGES by Change Order		prejudice to any rights of the Owner or Contractor under this Contract.	actor under this Contract.

AND DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - @1992

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

# G703-1992

# **CONTINUATION SHEET**

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: APPLICATION DATE:

PAGE OF PAGES

PERIOD TO:

ARCHITECT'S PROJECT NO:

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I	RETAINAGE (IF VARIABLE RATE)		
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D	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)		
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Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

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# **Certificate of Substantial Completion**

PROJECT: (Name and address)	PROJECT NUMBER: / CONTRACT FOR: General Construction CONTRACT DATE:	OWNER:  ARCHITECT:
TO OWNER:	TO CONTRACTOR:	CONTRACTOR:
(Name and address)	(Name and address)	FIELD:
		OTHER:
PROJECT OR PORTION OF THE PROJECT	DESIGNATED FOR PARTIAL OCCUPANCY OR	USE SHALL INCLUDE:
to be substantially complete. Substantial ( portion is sufficiently complete in accorda- its intended use. The date of Substantial C	has been reviewed and found, to the Architect Completion is the stage in the progress of the ance with the Contract Documents so that the completion of the Project or portion designate of commencement of applicable warranties re-	Work when the Work or designated Owner can occupy or utilize the Work for d above is the date of issuance established
Warranty	Date of Commence	ment
responsibility of the Contractor to comple	BY  ed is attached hereto. The failure to include an te all Work in accordance with the Contract I tranties for items on the attached list will be the	Documents. Unless otherwise agreed to in
Cost estimate of Work that is incomple	te or defective: \$0.00	
The Contractor will complete or correct th Substantial Completion.	ne Work on the list of items attached hereto w	ithin Zero (0) days from the above date of
CONTRACTOR	ВУ	DATE
The Owner accepts the Work or designate (date).	d portion as substantially complete and will a	assume full possession at (time) on
OWNER	BY	DATE
shall be as follows:	ntractor for security, maintenance, heat, utilities	es, damage to the Work and insurance

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## Contractor's Affidavit of Payment of Debts and Claims

PROJ	IECT: (Name and address)	ARCHITECT'S PROJEC	T NUMBER:	OWNER: ☐ ARCHITECT: ☐
TO O	WNER: (Name and address)	CONTRACT FOR: Gene CONTRACT DATED:	ral Construction	CONTRACTOR: SURETY: OTHER:
STAT	E OF: NTY OF:			
other for al the pe	wise been satisfied for all mate I known indebtedness and clai	erials and equipment furni ms against the Contractor	shed, for all work, for damages arisin	made in full and all obligations have labor, and services performed, and g in any manner in connection with r's property might in any way be
EXCE	PTIONS:			
1.	CORTING DOCUMENTS AT Consent of Surety to Final Surety is involved, Conser required. AIA Document Surety, may be used for th ate Attachment	Payment. Whenever at of Surety is G707, Consent of	CONTRACTOR	: (Name and address)
			BY:	
	ollowing supporting document oif required by the Owner:	's should be attached	(Signati	ure of authorized representative)
1.	Contractor's Release or W conditional upon receipt o		(Printed	l name and title)
2.	Separate Releases or Waiv Subcontractors and materi suppliers, to the extent req accompanied by a list ther	al and equipment uired by the Owner,		I sworn to before me on this date:
3.	Contractor's Affidavit of I	Palana of Liona	Notary Public:	
3,	(AIA Document G706A).	Ciease of Liens	My Commission	on Expires:

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#### Contractor's Affidavit of Release of Liens

PROJE	CT: (Name and address)	ARCHITECT'S PROJE	CT NUMBER:	OWNER:
		CONTRACT FOR: Ger	neral	ARCHITECT:
TO 014	NEB or	Construction		CONTRACTOR:
10 OWI	NER: (Name and address)	CONTRACT DATED:		SURETY:
				OTHER:
STATE COUNT The und	Y OF: dersigned hereby certifies that to	the best of the undersig Lien attached hereto in	med's knowle	dge, information and belief, except as stractor, all Subcontractors, all suppliers
of mate	rials and equipment, and all perfo	ormers of Work, labor of or encumbrances agair	or services wh	o have or may have liens or ty of the Owner arising in any manner
EXCEP	TIONS:			
SUPPO 1.	PRTING DOCUMENTS ATTAC Contractor's Release or Waiver conditional upon receipt of fina	of Liens,	CONTRACTO	OR: (Name and address)
2.	Separate Releases or Waivers o Subcontractors and material and suppliers, to the extent required	l equipment	BY:	(Signature of authorized
	accompanied by a list thereof.	cy and commen,		representative)
				(Printed name and title)
	as		Subscribed	and sworn to before me on this date:
			Notary Publ	ic:



### Consent Of Surety to Final Payment

PROJECT: (Name and address)	ARCHITECT'S PROJECT NUMBER:	OWNER:
	CONTRACT FOR: General Construction	ARCHITECT:
TO OWNER: (Name and address)	CONTRACT DATED:	CONTRACTOR:
,		SURETY:
		OTHER:
In accordance with the provisions of the Contra (Insert name and address of Surety)	ct between the Owner and the Contractor as indicated above, the	
on bond of (Insert name and address of Contractor)		, SURETY,
hereby approves of the final payment to the Cor Surety of any of its obligations to (Insert name and address of Owner)	ntractor, and agrees that final payment to the Contractor shall not	CONTRACTOR, relieve the
as set forth in said Surety's bond.		, OWNER,
IN WITNESS WHEREOF, the Surety has hereing (Insert in writing the month followed by the number of the surety has hereing the month followed by the number of the surety has hereing the surety has here hereing the surety has here here here here here here here her		
	(Surety)	
	(Signature of authorized representative	2)
Attest:	(D) (1) (1)	
(Seal):	(Printed name and title)	



PRE-DEMOLITION
HAZARDOUS MATERIAL SURVEY
CITY OF MOBILE
WOODLAWN APARTMENTS
1050 DAUPHINILSAND PARKWAY
MOBILE, ALABAMA

**JUNE 1, 2021** 

Prepared for:
Gary Jackson
Municipal Enforcement Department
P.O. Box 1827
Mobile, AL 36633

**THOMPSON ENGINEERING PROJECT NO.: 21-1101-0123** 

2970 Cottage Hill Road Suite 190 Mobile, AL 36606 251.666.2443 ph. / 251.666.6422 fax www.thompsonengineering.com

A THOMPSON HOLDINGS, INC. COMPANY

#### TABLE OF CONTENTS

Section			Pag	
No.	<u>Title</u>		<u>No</u>	).
1.0	INTRODUC	TION		l
2.0	PROJECT IN	NFORM	1ATION2	)
3.0	SCOPE OF V	WORK	3	}
4.0	HAZARDOU	J <b>S MAT</b>	TERIAL SURVEY4	ļ.
APPE	NDICES			
Appen	dix A	Asbest	tos Chain of Custody/Laboratory Data Sheets	
Appen	dix B	LBP T	Cesting Data Sheets/Calibration Sheets	
Appen	dix C	Certifi	ications of Environmental Professional	

-	16			

#### 1.0 INTRODUCTION

Thompson Engineering, Inc. (Thompson Engineering) was retained by Baldwin County Commission to conduct a Pre-Demolition Hazardous material survey of the Woodlawn Apartments located at 1050 Dauphin Island Parkway, Mobile, AL.

The report was prepared for the sole use of the City of Mobile and is considered Proprietary Information.

This survey was conducted on May 25, 2021 and included a limited lead-based paint (LBP) survey, and a Pre-Demolition asbestos survey.

Copies of certifications of the environmental professional conducting this survey are presented in Appendix C.

#### 2.0 PROJECT INFORMATION

#### I. Site Information

Site Name:

Woodlawn Apartments

Site Address:

1050 Dauphin Island Parkway

Mobile, AL

#### II. Client Information

Client Name:

City of Mobile

**Client Contact:** 

Mr. Gary Jackson

**Client Address:** 

P.O. Box 1827 Mobile, AL 36633

#### III. Personnel Data

Certified Asbestos Inspector: Edward Kryger

Certified Lead Inspector:

Edward Kryger

#### 3.0 SCOPE OF WORK

#### Limited Asbestos Survey

Thompson Engineering conducted an asbestos-containing materials (ACM) survey to identify asbestos-containing materials located inside and outside the building to be demolished. The survey included the collection and analysis of "friable" and "non-friable" materials. The collection and analysis of materials hidden behind walls or other inaccessible areas were not included in this survey.

Locating and identifying materials containing asbestos in buildings is a difficult and time-consuming task. All buildings have hidden spaces which may not be immediately obvious to a surveyor who is not intimately familiar with the building. Complicating this task is the fact that asbestos was used in many forms and in many types of materials in the construction of buildings. In some of these materials, asbestos is present, not as an intentional ingredient, but as a contaminant.

Although Thompson Engineering uses trained and certified inspectors in attempting to locate and identify materials potentially containing asbestos, we do not warrant that all materials containing asbestos have been identified. It is possible that there are materials containing asbestos that were not visible or accessible to the surveyor or, for various other reasons, were not sampled.

#### Limited Lead-Based Paint Survey

A limited lead-based paint (LBP) survey was conducted inside and outside the building to be demolished. This survey was performed to locate and identify the presence of lead-based paint. The building was inspected and materials suspected of containing lead-based paint were tested using an X-Ray Fluorescence (XRF) lead paint analyzer.

This limited survey is to be used for demolition purposes only and should not be considered a HUD protocol survey.

#### 4.0 ASBESTOS/LEAD-BASED PAINT/HAZMAT SURVEY

#### 4.1 Limited Asbestos Survey

Twenty (20) bulk samples of suspect ACM were collected and analyzed from inside and outside the building. The survey included the collection and analysis of "friable" and "non-friable" materials. An ACM contains greater than 1% asbestos. Four (4) of the samples tested positive for ACM and are noted in the table below.

Asbestos analytical data and chain of custody can be found in Appendix A.

#### ABESTOS TEST RESULTS

Sample	Sample	Sample	
No.	Description	Location	Result
MC-1A	Siding (Grey/Yellow)	2002 Building	20%**
MC-1B	Siding (Grey/Yellow)	2005 Building	20%**
MC-1C	Siding (Grey/Yellow)	2008 Building	20%**
MC-2A	Drywali	2002 Building	ND*
MC-2A	Spackling	2002 Building	ND*
MC-2B	Drywall	2005 Building	ND*
MC-2B	Spackling	2005 Building	ND*
MC-2C	Drywall	1060 Building	ND*
MC-2C	Spackling	1060 Building	ND*
MC-3A	Asphalt Roofing	2002 Building	ND*
MC-3A	Felt	2002 Building	ND*
MC-3B	Asphalt Roofing	2005 Building	ND*
MC-3B	Felt	2005 Building	ND*
MC-4A	Underlayment	2002 Building	ND*
MC-4B	Underlayment	2005 Building	ND*
MC-4C	Underlayment	2008 Building	ND*
MC-5	Floor Tile (Beige)	1060 Building	ND*
MC-5	Mastic (Yellow)	1060 Building	ND*
MC-6	Siding (Grey/Yellow)	1060 Building	20%**
MC-7	Underlayment	1060 Building	ND*

<sup>\*</sup> None Detected, \*\*Chrysotile, \*\*\*Amosite

#### 4.2 Limited Lead-Based Paint Survey

One (1) of the twenty eight (28) readings taken were found to be LBP. The U.S. EPA definition of LBP states that paint with lead levels equal to or exceeding 1.0 mg/cm<sup>2</sup> is a LBP and is considered a potential hazard.

Sample readings indicated levels from 0.00 mg/cm<sup>2</sup> to 1.3 mg/cm<sup>2</sup> and the one (1) sample indicating readings above 1.0 mg/cm<sup>2</sup> is considered a hazardous material.

The descriptions and locations of all components tested are presented on the LBP Testing Data Sheets found in Appendix B. Calibration Sheets can also be found in Appendix B.

If you have any questions concerning this Hazardous survey report, please do not hesitate to contact us.

Sincerely,

THOMPSON ENGINEERING, INC.

Edward J. Kryger Jr.

**Environmental Specialist** 

(O) 251.706.6523 | (c) 251.404.2085

2970 Cottage Hill Road, Suite 190

Mobile, AL 36606

ekryger@thompsonengineering.com

thompsonengineering.com



An Employee-Owned Company

Attachments: As Stated

#### **APPENDIX A**

Asbestos Chain of Custody/Laboratory Data Sheets



#### Asbestos Bulk Building Materials - Chain of Custody

EMSL Order Number / Lab Use Only

EMSL Analytical, Inc. 19501 NE 10th Ave. Sky Lake Ind. Park, Bay.

North Miami Beach, FL 33179 PHONE: (305) 650-0577 EMAIL: Intermitable and a

EMBL ANALYTICAL	ING.	172102	992		E: (305) 650-0577		
Customer ID.			Billing ID.				
8 110	mpson Engine	ering, Inc.	a Inc	mpson Engineeri	ng, Inc.		
E Common Warner Ed F	Cryger		Carry Connect: Ed	Kryger			
	0 Cottage Hill	Road Suite 190	Street Address: 297	0 Cottage Hill Ro			
City, State, Zip. Mob Phone: 251-		AL 36606 Country: US			Country:		
Phone: 251-	-665-5526		201	-665-5526			
	ryger@thomps	sonengineering.com	Email(e) for Invoice.				
			oct Information				
roject City of	Mobile Woo	odlawn site.	*	Purchase Order			
MSL LIMS Project ID:			US State where	State of Connecticut (CT) n			
epplicable, EARSL will provide)			samples collected.	Commercial (Taxal			
sropted By Name:		Sampled By Signature:			No. of Samples in Gitpment		
		Turn-#	round-Time (TAT)				
3 Hour	8 Hour 24	1 - 1	48 Hour TAY mentative for select tests only;		1 Week 2 Week		
PLM-Bu	He (recording limit)	To	est Selection	TEM - Bulk			
PLM EPA 600/R-9				- Bulk			
PLM EPA NOB (	196)			EPA NOS			
POINT COUNT				NOB 188.4 (Non-Fdable-NY) EPA 600/R-83/116 w Mding F	han 40 40/3		
400 (<0.259	(a) 1,000 (<0.1%)	)	LI IEM	CLV goost-25 I so a setting t	Telp (u. 136)		
POINT COUNT W	GRAVIMETRIC			Other Tests (please s	pecify)		
400 (<0.25)	(40.1%) (40.1%) (40.1%)	•					
NIOSH 9002 (<19	•						
NYS 198.1 (Friebl	•						
☐ NYE 188L6 NOB (			_				
NYS 198.8 (Verm.	custo SM-V)		Positive Stop - Clea	uty Identified Homogeneous	Areas (HA)		
Sample Number	HA Number		Sample Location		Material Description		
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EMSL Analytical, Inc.'s Laboratory Terms and Conditions are incorporated into this Chain of Custody by reference in their entirety, Submission of asseptes to EMSL Analytical, Inc. constitutes acceptance and acknowledgment of all terms and conditions by Customer.

OrderID: 172102992



Controlled Document - Astronom Buts RS 03/18/2021

Additional Pages of the Chain of Castody are only recessary if comfed for sold tional sample info

# Asbestos Bulk Building Materials - Chain of Custody EMSL Analytical, Inc. 19501 NE 10th Ave. Sky

19501 NE 10th Ave. Sky Lake Ind. Park, Bay.

12102992

North Miami Beach, FL 33179 PHONE: (305) 650-0577 EMAIL: mambab@mail.com

Sample Number	HA Number	Sample Location	Material Description
MC-1A	19	2002 Builting	Siding
MC-1B		2005 849.	siding
MC-16		2008 Bldg.	siding
MC-ZA		2002 Bldg.	Dryway Spackling
MC-2B		2005 Bdg.	Drywau   Speckling
MC-26		1060 Bldg.	Daywar Spaking
MC-3A		2002 Bldg.	AS PHAKT REOFING
MC-3B		2005 8129.	Aspirat Rooting
MC-4A		2002 Bldg.	exterior under hymn
MC-4B		2005 Bldy.	extenior underlyness
mc-4c		2008 Bldg.	extenion undurument
MC-5		1060 Bldg.	Floortive/Metic
m c-6		1060 gidg.	siding
MC-7.		1060 8129.	under leggest ext.
			- 22
	ys a		
stroot of Shipment	Pel ex OKpy	Sample Condition Upon Re	

ENSI, Analytical, Inc.'s Laboratory Terms and Conditions are incorporated into this Chain of Custody by reference in their entirety. Submission of samples to ENSI. Analytical, inc. constitutes acceptance and acknowledgment of all terms and conditions by Customer.

AGREE TO ELECTRONIC SIGNATURE (By checking, I company to algridge this Chain of Outbody document by electronic algorithm )



#### EMSL Analytical, Inc.

19501 NE 10th Ave. Bay A N. Miaml Beach, FL 33179

Tel/Fax: (305) 650-0577 / (305) 650-0578 http://www.EMSL.com/miamilab@emsl.com

Attention: Ed Kryger

Thompson Engineering, Inc.

2970 Cottage Hill Road

Suite 190

Mobile, AL 36606

Project: City of Moblie Woodlawn Site

EMSL Order: 172102992 Customer ID: THOM50

Customer PO: Project ID:

Phone: (251) 665-5526

Fax: (251) 665-5505

Received Date: 05/26/2021 10:29 AM

**Analysis Date:** 05/26/2021 **Collected Date:** 05/25/2021

# Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

			Non-Asbestos		
Sample	Description	Appearance	% Fibrous	% Non-Fibrous	<u>Asbestos</u> % Type
MC-1A	Siding	Gray Fibrous		80% Non-fibrous (Other)	20% Chrysotile
172102992-0001		Homogeneous			
MC-1B	Siding	Gray Fibrous		80% Non-fibrous (Other)	20% Chrysotile
172102992-0002		Homogeneous			
MC-1C	Siding	Gray Fibrous		80% Non-fibrous (Other)	20% Chrysotile
172102992-0003		Homogeneous			
MC-2A-Drywall	Drywall/Spackling	Brown/White Fibrous	10% Cellulose	90% Non-fibrous (Other)	None Detected
172102992-0004		Heterogeneous			
MC-2A-Spackling	Drywall/Spackling	White Non-Fibrous		100% Non-fibrous (Other)	None Detected
172102992-0004A	D=+v=1/(01/1/	Homogeneous	4004 0 - 11 - 1	000/ N== 51	No. 5
MC-2B-Drywall 172102992-0005	Drywall/Spackling	Brown/White Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
	Donuell/Coochline	White		100% Non Shraus (Other)	None Date of
MC-2B-Spackling	Drywall/Spackling	Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MC-2C	Drywall/Spackling	Brown/White	10% Cellulose	90% Non-fibrous (Other)	None Detected
	. , ,	Fibrous		, , , , , , , , , , , , , , , , , , , ,	
172102992-0006		Heterogeneous			
MC-3A-Asphalt Roofing	Asphalt Roofing	Black Fibrous	10% Glass	90% Non-fibrous (Other)	None Detected
172102992-0007		Homogeneous			
MC-3A-Felt	Asphalt Roofing	Black Fibrous	50% Cellulose	50% Non-fibrous (Other)	None Detected
172102992-0007A		Homogeneous			
MC-3B-Asphalt Roofing	Asphalt Roofing	Black Fibrous	10% Glass	90% Non-fibrous (Other)	None Detected
172102992-0008	A	Homogeneous	500/ 0. " 1	500 M . 61	
MC-3B-Felt 172102992-0008A	Asphalt Roofing	Black Fibrous Homogeneous	50% Cellulose	50% Non-fibrous (Other)	None Detected
MC-4A	Exterior	Brown/Black	90% Cellulose	10% Non-fibrous (Other)	None Detected
MIO-44	Underlayment	Fibrous	80% Celiulose	10% Non-librous (Other)	None Defected
172102992-0009		Homogeneous			
MC-4B	Exterior Underlayment	Brown/Black Fibrous	90% Cellulose	10% Non-fibrous (Other)	None Detected
172102992-0010		Homogeneous			
MC-4C	Exterior Underlayment	Tan/Black Fibrous	90% Cellulose	10% Non-fibrous (Other)	None Detected
172102992-0011		Heterogeneous			
MC-5-Floor Tile	Floor Tile/ Mastic	Beige Non-Fibrous		100% Non-fibrous (Other)	None Detected
172102992-0012		Homogeneous			

Initial report from: 05/27/2021 07:02:41



EMSL Order: 172102992 Customer ID: THOM50

Customer PO: Project ID:

#### Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

		Non-Asbestos			<u>Asbestos</u>
Sample	Description	Appearance	% Fibrous	% Non-Fibrous	% Type
MC-5-Mastic	Floor Tile/ Mastic	Yellow Non-Fibrous		100% Non-fibrous (Other)	None Detected
172102992-0012A		Homogeneous			
MC-6	Siding	Gray		80% Non-fibrous (Other)	20% Chrysotile
		Fibrous			ŕ
172102992-0013		Homogeneous			
MC-7	Underlayment Ext.	Black	60% Cellulose	40% Non-fibrous (Other)	None Detected
		Fibrous		, ,	
172102992-0014		Homogeneous			

Analyst(s)
Mary Hamel (19)

Emberly a Wallace

Kimberly Wallace, Laboratory Manager or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request

Samples analyzed by EMSL Analytical, Inc. N. Miami Beach, FL NVLAP Lab Code 200204-0

Initial report from: 05/27/2021 07:02:41

### APPENDIX B

LBP Testing Data Sheets/Calibration Sheets

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### LEAD-BASED PAINT - FIELD DATA SHEET

Site: City of Mobile Woodlawn

Job No.: 2111010054

Date: May 25,2021 XRF Operator: Ed Kryger

SAMPLE NUMBER	SUBSTRATE	COMPONENT	LOCATION	COLOR	XRF READING mg/cm <sup>2</sup>
001	Wood Door		BLDG. 2002	Tan	0.01
002	Wood Door Frame		BLDG. 2002	Tan	0.24
003	Wood	Baseboard	BLDG. 2002	White	0.08
004	Drywall	Wall	BLDG. 2002	Beige	0.01
005	Metal	Door Frame	BLDG. 2002	White	0.49
006	Fiber Cement	Exterior Siding	BLDG. 2002	Yellow	0.01
007	Fiber Cement	Exterior Siding	BLDG. 2002	Yellow	0.01
008	Drywall	Wall (closet)	BLDG. 2002	White	0.01
009	Drywall	Wall (bedroom)	BLDG. 2002	Beige	0.00
010	Fiber Cement	Exterior Siding	BLDG. 2002	Yellow	0.01
011	Wood	Door	BLDG. 2005	Brown	0.01
012	Wood	Door Frame	BLDG. 2005	White	0.06
013	Wood	Baseboard	BLDG. 2005	White	0.13
014	Metal	Door Frame	BLDG. 2005	White	0.07
015	Drywall	Wall (closet)	BLDG. 2005	Beige	0.03
016	Drywall	Wall (bedroom)	BLDG. 2005	Beige	0.01
017	Wood	Window frame	BLDG. 2005	White	0.02
018	Fiber Cement	Exterior Siding	BLDG. 2005	Yellow	0.01
019	Metal	Hand Rail	BLDG. 2003	Brown	1.3
020	Wood	Stair Tread	BLDG. 1060	Brown	0.06
020	Wood	Stair Riser	BLDG. 1060	Brown	0.00
021	Drywall	Wall	BLDG. 1060	Beige	0.02
023	Metal	Door Frame BLDG. 1060		Beige	0.01
023	Drywall	Wall	BLDG. 1060	Beige	0.02
024	Wood	Door	BLDG. 1060	Tan	0.02
025	Wood	Door Frame	BLDG. 1060	Tan	0.01
020	Metal	Column	BLDG. 1060	Tan	0.05
027	Metal	Hand Rail	BLDG. 1060 BLDG. 1060	Tan	0.80
	Metal	Hallu Kali	BLDG. 1000	Tan	0.00
029					
030					
031					
032					
033					
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035					
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039					
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041					
042					
043					
044					
045					
046					

.i	XRF	Calibration	Check Test	Results			
Project Name Address:	e: <u>Wood ha</u>	Dryptin I	HAND PLE	-Mosile Knigg			
Project Num	ber: 21-	1101-0123					
Device / Seri	al No.: XRF	Lead Paint	Analyzer / 80	0110			
Date:	13/24						
Operator Nan	ne:	KM					
NIST SRM Used	Check	Calibration Accepta	able Range: <u>0.8 t</u>	o 1.1 mg/cm²			
First Reading	NIST SRM Second Reading	Third Reading	First Average				
1.1	1.0	1.0	1.03				
Second Calibration	on Check						
First Panding	NIST SRM	Third Books	Second Average	7.			
First Reading	Second Reading	Third Reading	0.97				
Third Calibration (	Check (if required)						
First Reading	NIST SRM Second Reading	Third Reading	Third Average				
· ····································							
Fourth Calibration	Fourth Calibration Check (if required)						
	NIST SRM		Fourth Average				
First Reading	Second Reading	Third Reading	Fourth Average				

(#)

### **APPENDIX C**

**Certifications of Environmental Professional** 

*			A.F		
	6				

### THE UNIVERSITY OF ALABAMA®

### **UA** SafeState

has examined the documentation of asbestos training and qualifications of the person named below and confers this

## Certificate of Accreditation

For the Asbestos Contractor Discipline

### INSPECTOR Edward J Kryger Jr

Alabama Accreditation Number AIN0620573160

Certificate Expiration Date June 11, 2021

This certificate has been issued pursuant to the authority granted to The University of Alabama SafeState Program by the Alabama Asbestos Contractor Accreditation Act, Alabama Act No. 89-517, May, 1989 and Alabama Act No. 97-626, May, 1997.

Executive Director

July Elends

Associate Director for Environmental Programs

### THE UNIVERSITY OF ALABAMA®

### UA SafeState

has examined the documentation of asbestos training and qualifications of the person named below and confers this

## Certificate of Accreditation

For the Asbestos Contractor Discipline

### SUPERVISOR

Edward J Kryger Jr

Alabama Accreditation Number ASU0620573160

Certificate Expiration Date

June 12, 2021

This certificate has been issued pursuant to the authority granted to The University of Alabama SafeState Program by the Alabama Asbestos Contractor Accreditation Act, Alabama Act No. 89-517, May, 1989 and Alabama Act No. 97-626, May, 1997.

Executive Director

Associate Director for Environmental Programs

### The Environmental Institute

### Ed Kryger

Has completed coursework and satisfactorily passed an examination that meets all criteria required for the Course

Asbestos in Buildings: Air Sampling and Analysis (NIOSH 582 EQUIVALENT)

Nov. 30 - Dec. 4, 2009

December 4, 2009

Examination Date

Thomas G. Lautenthal - Course Director

Rachel G. McCain - Exam Administrator

(Approved by the ABIH Certification Maintenance Committee for 5 CM points) (Florida Provider Registration Number 0001342 - Course #0006277)

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Alabama Lead-Based Paint Activities Accreditation Program

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has examined the documentation of lead-based paint training and qualifications of the person named below and confers this

## Certificate of Accreditation

Lead Based Paint Inspector Initial Edward Kryger Jr

Alabama Accreditation Number LIN0221573160

Certificate Expiration Date February 10, 2024

SafeState Program for the Registration and Accreditation of Lead Training Programs and Individuals engaged in Lead-Based Paint Activities. Alabama Administrative Code 822-X-1, July 27, 1998 This certificate has been issued pursuant to the authority granted to The University of Alabama

Executive Director

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Associate Director for Environmental Programs

Alabama Lead-Based Paint Activities Accreditation Program

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## Certificate of Accreditation

Lead Based Paint Risk Assessor Initial

Edward Kryger Jr

Alabama Accreditation Number LRA0221573160

Certificate Expiration Date February 12, 2024

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Executive Director

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Associate Director for Environmental Programs

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### ASBESTOSABATEMENT SPECIFICATIONS WOODLAWN APARTMENTS 1060 DAUPHIN ISLAND PARKWAY MOBILE, ALABAMA

July 23, 2021

Prepared for:

CITY OF MOBILE 205 GOVERNMENT STREET MOBILE, ALABAMA 36602

PROJECT NO.: 21-1101-0129

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### **TABLE OF CONTENTS**

Asbestos Abatement Specifications Woodlawn Apartments Mobile, Alabama

Section 01015	Asbestos Abatement Scope of Work
Section 01050	Asbestos Project Monitor
Section 02020	Asbestos Removal
Section 02030	Asbestos Removal – Cementitious Siding
Section 02110	Air Monitoring and Clearance Testing
Section 02210	Asbestos Disposal
Attachment A	List of Property Addresses

END OF TABLE OF CONTENTS

### SECTION 01015 ASBESTOSABATEMENT SCOPE OF WORK

### 1.1 The Site

The City of Mobile is demolishing abandoned apartments, located at 1060 Dauphin Island Parkway and on Woodlawn Avenues. Prior to demolition all asbestos-containing cementitious siding is to be removed and disposed of by the Contractor in accordance with United States Environmental Protection Agency (USEPA) and Alabama Department of Environmental Management (ADEM) regulations. Addresses and approximate square footage of each structure is included as Attachment A. However, the exact limits and quantity of the Work are the sole responsibility of the Contractor and they are responsible for removal of all asbestos-containing materials (ACM) at no additional cost to the Owner, and they shall verify all conditions, quantities and situations adjoining the Work.

### 1.2 Scope of Work

### 1.2.1 Asbestos

Work in this contract includes all labor and materials necessary to remove and dispose of the following:

• All asbestos-containing cementitious siding from all buildings listed in Attachment A. Refer to Section 02030Asbestos Removal – Cementitious Siding for work particulars.

### 1.2.2 Site Conditions

Prior to Contractor commencing work, the Owner (via contracted General Contractor) shall remove trees and shrubs from around the structures to be abated. Contractor shall coordinate work activities accordingly.

### 1.2.3 Schedule

The General Contractor will provide the schedule for work activities. Thompson Engineering shall be notified of the abatement schedule so a Project Monitor can be on site during asbestos removal activities.

### 1.3 Respiratory Protection

Workers shall wear respiratory protection during all activities, which may disturb ACM. The following presents the minimum respiratory protection that will be worn during the related activities:

Pre-cleaning the work area, constructing the containments, and handling containers of ACM.

1/2 face dual cartridge HEPA Filter Respirators

Gross Removal of ACM, Clean up of Work Area and Encapsulation

1/2 face dual cartridge HEPA Filter Respirators

In all cases, should fiber levels exceed 0.2 f/cc, then the Contractor shall use powered air purifying respirators (PAPR) until the cause of the elevated fiber levels is corrected and levels below 0.2 f/cc are documented.

Refer to Section 02020, "Asbestos Removal" for additional information.

### 1.4 **SUBMITTALS**

### A. With Bids:

- 1. Copy of Contractor's Certification by ADEM, as an Asbestos Abatement Contractor.
- 2. Name and license of the proposed landfill to accept the ACM.
- 3. List of the five most recent asbestos projects completed, dollar amount of project, and name and phone number of the Owner.

### B. Prior to Work:

- 1. Copy of asbestos abatement notification filed.
- 2. Name(s) and copy of Safe State Certification of the Supervisor(s).
- 3. Proof that all required permits, site location, and arrangements for transportation and disposal of the ACM has been obtained.

### C. Project Completion:

- 1. Copy of Project log book, which includes a list of personnel and copies of their certifications, daily sign-in sheets, daily reports, and completed Waste Shipment Records.
- 2. Copy of all air monitoring conducted during the project.

### **END OF SECTION**

### SECTION 01050 ASBESTOS PROJECT MONITOR

The Owner will provide an Asbestos Project Monitor to conduct all air monitoring required for the entire project. The Asbestos Project Monitor shall, at a minimum, have successfully completed a NIOSH 582 course or equivalent, and an EPA approved Supervision of Asbestos Abatement Projects course.

All air monitoring for this project shall be conducted in accordance with NIOSH Method 7400, latest revision. Air monitoring required for this project is outlined in Section 02110, "Air Monitoring and Clearance Testing". It is required that the Asbestos Project Monitor be on site at all times asbestos materials are being removed and air monitoring is being conducted.

END OF SECTION

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### SECTION 02020 ASBESTOS REMOVAL

### 1.0 GENERAL

### 1.1 Scope

This Section covers removal of friable asbestos-containing materials (ACM) inside of a building.

### 1.2 Description of Work

- A. All work shall be conducted by competent persons who are knowledgeable, qualified and trained for the particular work they will perform.
- B. The Contractor shall supply all labor, materials, equipment, services, insurance and incidentals that are necessary or required to perform the Work in accordance with applicable governmental regulations and these Specifications.

### 1.3 Definitions

- A. <u>Abatement</u>: Procedures to decrease or eliminate the source of fiber release from ACM. Procedures include encapsulation, enclosure and removal.
- B. <u>Air Filtration Equipment</u>: A portable local filtration system equipped with HEPA filtration and capable of maintaining a constant, low velocity flow to filter and trap contamination out of the air within the Work area. This equipment also establishes a reduced pressure within the Work area.
- C. <u>Airlock</u>: System for permitting ingress and egress without permitting air movement between a contaminated area and an uncontaminated area, typically consisting of two curtained doorways at least three feet apart.
- D. <u>Airlock Doorway</u>: A device to allow ingress and egress from one room to another while permitting minimal air movement between the rooms, typically constructed by placing two or three overlapping sheets of plastic over an existing or temporarily framed doorway, securing each along the top of the doorway, securing the vertical edge of one sheet along one vertical side of the doorway, and securing the vertical edge of the other sheet along the opposite vertical side of the doorway; or by using a rigid gasketed door and HEPA filter vents.
- E. <u>Air Cell</u>: Insulation normally used on pipes and duct work that is comprised of corrugated cardboard that is frequently comprised of asbestos combined with cellulose or refractory binders.

- F. <u>Air Monitoring</u>: The process of measuring the fiber and/or asbestos content of a specific volume of air in a stated period of time. Two common types of air monitoring for asbestos abatement are by phase contrast microscopy (PCM) or transmission electron microscopy (TEM).
- G. Amended Water: Water to which a surfactant has been added.
- H. <u>Asbestos</u>: The asbestiform varieties of serpentine (chrysotile, antinolite), riebeckite (crocidolite), commingtonite-grunerite (amosite), anthophylite, and actinolite-tremolite. For purposes of determining respiratory and worker protection, both the asbestiform and non-asbestiform varieties of the above minerals and any of these materials that have been chemically treated and/or altered shall be considered as asbestos.
- I. <u>Asbestos-Containing Building Material</u>: Surfacing ACM, thermal system insulation ACM, or miscellaneous ACM that is found in or on interior structural members or other parts of a building.
- J. <u>Asbestos-Containing Material (ACM)</u>: Any material containing more than 1% of asbestos of any type or mixture of types.
- K. <u>Authorized Person or Visitor</u>: The building owners, or their authorized representative, or any representative of a regulatory or other agency having jurisdiction over the Project.
- L. <u>Clean Room</u>: An uncontaminated area or room, which is a part of the personnel decontamination unit with provisions for storage of worker's street clothes and protective equipment.
- M. <u>Critical Barrier</u>: Seal applied to openings connecting the abatement area with adjacent spaces that will not be included in the containment. Critical barriers shall not be exposed to the gross removal environment. Examples of openings requiring critical barriers include, but are not limited to: HVAC vents and diffusers; doorways; windows; air plenums; and floor, wall and ceiling penetrations. Critical barriers shall be semi-rigid and sealed with at least one layer of 6-mil plastic sheeting.
- N. <u>Decontamination Unit</u>: A series of connected rooms, with airlock doorways between any two adjacent rooms, for the decontamination of workers and of materials and equipment. A decontamination facility always contains at least one air lock.
- O. <u>Encapsulation</u>: The sealing of asbestos surfaces involving application of a material (encapsulant) that will envelop or coat the fiber matrix and eliminate fiber fallout and protect against impact damage.

- P. <u>Enclosure</u>: Procedures necessary to completely enclose material containing asbestos behind airtight, impermeable, permanent barriers.
- Q. <u>Equipment Room</u>: A contaminated area or room that is part of the personnel decontamination unit with provisions for storage of contaminated clothing and equipment.
- R. <u>Fixed Object</u>: A unit of equipment or furniture in the Work area that cannot be removed from the Work area.
- S. <u>Glovebag</u>: A sack (typically constructed of 6-mil transparent polyethylene or polyvinylchloride plastic) with inward projecting long sleeve gloves, which is designed to enclose an object from which an asbestos-containing material is to be removed.
- T. HEPA Filter: A high efficiency particulate air (HEPA) filter capable of trapping and retaining 99.97% of particles (asbestos fibers) greater than 0.3 micrometers in mass median aerodynamic equivalent diameter.
- U. <u>HEPA Vacuum Equipment</u>: Vacuuming equipment with a HEPA filter system.
- V. <u>Log Book</u>: A notebook or other book containing essential project data and daily project information and a daily project diary. This book is kept on the Project site at all times.
- W. <u>Mini-Enclosure</u>: A method with limited applications for removing small amounts of friable asbestos containing material typical for small-scale, short duration type projects.
- X. <u>NESHAP</u>: National Emissions Standard for Hazardous Air Pollutants, 40 CFR Part 61.
- Y. N.E.C.: National Electrical Code.
- Z. NIOSH: National Institute for Occupational Safety and Health.
- AA. <u>Non-Friable Asbestos-Containing Material</u>: Material that contains more than 1% asbestos and that cannot be crumbled, pulverized, or reduced to powder by hand pressure when dry is considered a Non-Friable ACM. NESHAP regulations divide Non-Friable materials into the following two groups:
  - Category I Non-Friable Asbestos-Containing Material includes asbestos-containing packings and gaskets, asbestos-containing

- resilient flooring materials, and asbestos-containing asphaltic roofing products.
- 2. <u>Category II Non-Friable Asbestos-Containing Material</u> includes any asbestos-containing material other than Category I Non-Friable materials that, when dry, cannot be crumbled, pulverized or reduced to powder by hand pressure.
- AB. Occupational Safety and Health Administration.
- AC. <u>PCM</u>: Phase contrast microscopy is used to determine the level of fibers in the air. Procedures are outlined in NIOSH Method 7400, Revision No. 3.
- AD. <u>Personnel Decontamination Unit</u>: That portion of a containment work area designed for controlled passage of workers, and other personnel and authorized visitors, typically consisting of a clean room a shower room and an equipment room.
- AE. <u>Personal Monitoring</u>: Sampling of the asbestos fiber concentrations within the breathing zone of an employee.
- AF. PPE: Personal Protective Equipment.
- AG. <u>Protection Factor</u>: The ratio of the ambient concentration of an airborne substance to the concentration of the substance inside the respirator at the breathing zone of the wearer. The protection factor is a measure of the degree of protection provided by a respirator to the wearer.
- AH. Regulated Asbestos-Containing Material (RACM): includes all asbestos-containing materials; Category I Non-Friable asbestos-containing material that will be or has been subjected to sanding, grinding, cutting, or abrading; and Category II Non-Friable asbestos-containing material that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations.
- AI. <u>Removal</u>: The act of removing asbestos-containing or contaminated materials from the structure under properly controlled conditions to a suitable disposal site.
- AJ. Respirator: A devise designed to protect the wearer from the inhalation of harmful atmospheres.
- AK. <u>Shower Room</u>: A room between the clean room and the equipment room in the personnel decontamination unit with hot and cold or warm running water and suitable arranged for complete showering during

- decontamination. The shower room comprises an air lock between the contaminated and ambient clean area.
- AL. <u>Surfactant</u>: A chemical wetting agent added to water to improve penetration.
- AM. <u>TEM</u>: Transmission electron microscopy is used to determine the levels of structures of asbestos in the air. Guidelines are set forth in the AHERA regulations.
- AM. <u>Time Weighted average (TWA)</u>: The average concentration of a contaminant in air during a specific time period.
- AO. Wet Cleaning: The process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning utensils that have been dampened with amended water or diluted removal encapsulant and afterwards thoroughly decontaminated or disposed of as asbestos-contaminated waste.
- AP. Work Area: The area where asbestos related work or removal operations are performed and which is isolated to prevent the spread of asbestos dust, fibers or debris, and to prevent entry by unauthorized personnel.

### 1.4 **REGULATIONS**

- A. <u>General Applicability of Regulations</u>: Except to the extent that more explicit or more stringent requirements are written directly in the contract documents, all applicable codes, regulations, statutes, laws and rules have the same force and effect (and are made a part of the contract documents by referenced) as if copies are directly included into the contract documents, or as if published copies are bound herewith.
- B. <u>Contractor Responsibility</u>: The Contractor shall assume full responsibility and liability for compliance with all applicable Federal, State and local regulations pertaining to work practices, hauling, disposal, and protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The Contractor is responsible for providing medical examinations and maintaining medical records of personnel as required by the applicable Federal, State and local regulations. The Contractor shall hold the Owner and the Owner's representatives harmless for failure to comply with any applicable work, hauling, disposal, safety, health or other regulation on the part of themselves, their employees, or their subcontractors.
- C. Federal Requirements, which govern asbestos abatement work or hauling and disposal of asbestos waste materials include, but are not limited to the following:

- 1. U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) including, but not limited to:
  - Occupational Exposure to Asbestos, Tremolite, Anthophyllite, and Actinolite; Final Rules 29 CFR 1910.1001 and 29 CFR 1926.58.
  - b. Respiratory Protection 29 CFR 1910.134
  - c. Access to Employee Exposure and Medical Records 29 CFR 1910.20
  - d. Hazard Communication 29 CFR 1910.1200 and 29 CFR 1926.59
- 2. U.S. Environmental Protection Agency (EPA) including but not limited to:
  - a. National Emission Standards for Hazardous Air Pollutants (NESHAP)
     40 CFR 61
  - b. Identification and Listing of Hazardous Wastes 40 CFR 261
- 3. U.S. Department of Transportation (DOT) including but not limited to:
  - a. Shippers--Hazardous Materials Regulations 49 CFR 171 and 172
- D. State and Local Requirements that govern asbestos abatement work or hauling and disposal of asbestos waste materials include but are not limited to the following:
  - 1. Alabama Department of Environmental Management, Air Division.
  - 2. Alabama Department of Environmental Management, Land Division.

### 1.5 Decontamination Procedures

Each worker and authorized visitor shall, upon entering a Work area, remove street clothes in the clean room, don a respirator and clean protective clothing prior to entering the equipment room or the Work area enclosure.

All workers and authorized visitors shall, each time they leave the Work area; remove gross contamination from clothing prior to leaving the Work area; proceed to the equipment room and remove all clothing except respirators; still wearing the respirator proceed to the showers; clean the outside of the respirator with soap and water while showering; remove the respirator, thoroughly shampoo and wash themselves.

Following the showering and drying off, each worker and authorized visitor shall proceed directly to the clean room and dress in clean clothes. Before re-entering the Work area from the clean room, each worker and authorized visitor shall don a clean respirator and dress in clean protective clothing.

Contaminated work footwear can be stored in the equipment room when not in use in the Work area. Upon completion of asbestos abatement, dispose of footwear as contaminated waste.

Workers removing waste containers from the equipment decontamination enclosure shall enter the holding area from outside wearing a respirator and dressed in clean disposable coveralls. No worker shall use this system as a means to leave or enter the Work area.

Workers shall not eat, drink, smoke or chew gum or tobacco while in the Work area or clean room.

Workers shall be fully protected with respirators and protective clothing from the time of first disturbance of asbestos-containing or contaminated materials prior to commencing actual asbestos abatement and until final cleanup and final clearance air monitoring is completed.

### 1.6 Equipment Removal Procedures:

In the Work Area, clean surfaces of contaminated containers and equipment thoroughly by wet wiping before moving such items into the equipment room for final cleaning through the clean room.

During work activities requiring decontamination procedures, the Contractor shall provide a means of communication for the workers inside the Work area without requiring personnel to enter or leave the Work area. This method of communications shall be a two-way radio, localized wire-connected telephone, or similar system. This communication system shall remain intact until final air

monitoring clearance is achieved. Then all equipment shall be wiped down, HEPA vacuumed or disposed of as asbestos-contaminated material.

Adequate shower facilities shall be provided by the Contractor. An employee leaving the Work area shall follow all decontamination procedures necessary or as described herein.

### 1.7 Personnel

The Contractor shall have a job superintendent present at all times while work on this Contract is in progress.

The Project Superintendent shall be thoroughly familiar and experienced with asbestos removal and related work and shall be familiar with and shall enforce the use of all safety procedures and equipment. They should be knowledgeable of all EPA, OSHA, and NIOSH requirements and guidelines. They shall be trained in the proper use of all personal protection and safety equipment including, but not limited to, air purification and respiratory systems.

In addition to the Superintendent, the Contractor shall furnish one (1) or more foremen who are familiar and experienced with asbestos removal and its related work, safety procedures, and equipment.

- A. It is a requirement of this Specification that the superintendent and/or one or more of the Contractor's foremen be inside the Work area at all times while work is in progress.
- B. All superintendents and foremen shall have been trained by attending a fiveday Supervision of Asbestos Abatement training course and have satisfactorily passed an examination following the training program. Only EPA approved training programs will be accepted.
- C. Workers shall, at a minimum, receive 32-hour training program by an approved training provider. Approval and course content shall be outlined in the EPA Model Accreditation Plan. In addition, workers shall attend an approved annual 8-hour refresher course. Workers shall also have annual certificates, if required, for the locale of the Project.

### 2.0 PREPARATION

### 2.1 Preparation

A. Separation of Work areas from adjacent areas of the facility.

- 1. Separate parts of the building that may be required to remain in use from parts of the building that will undergo asbestos removal, by means of airtight barriers, constructed as follows:
  - a. Build suitable rigid partitions and apply 3/8 inch minimum thickness sheathing on work side, if necessary.
  - b. Cover both sides of partition with double layer of plastic sheet with joints staggered and sealed with tape. Edges of partition at floor, walls, and ceiling shall be caulked airtight.
- 2. Shut down electric power that serves the Work area. Provide temporary power and lighting and ensure safe installation of temporary power sources and equipment per applicable electrical code requirements. All power in the Work Area shall be on ground fault interrupter circuits.
- 3. Preclean fixed objects within the Work area, by HEPA vacuuming and/or wet cleaning as appropriate. Cover the objects with a minimum of 6-mil plastic sheeting and seal with tape.
- 4. Preclean the Work area using HEPA vacuuming or wet cleaning methods as appropriate. Do not use methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters.

### B. Preparation of a Full Containment Area

- 1. Cover floor and wall surfaces with plastic sheeting sealed with tape. Use a minimum of two layers of 6-mil plastic sheeting on floors and two layers of 4-mil plastic sheeting on walls. Cover floors first and extend at least 12 inches up on walls, then cover walls with plastic sheeting to the floor level. The walls should overlap the floor material by a minimum of 12 inches.
- 2. Shut down and isolate heating, cooling, and ventilating air systems to prevent contamination and fiber dispersal. Physically blank off all supply and return air ductwork that leads to and from an isolated work area.
- 3. Seal off all openings, including but not limited to windows, corridors, doorways, skylights, ducts, grills, diffusers, and any other penetrations of the Work areas, with plastic sheeting (minimum of 4-mils thick) sealed with tape.

### C. Pre-clean work area

1. Clean all moveable objects within the Work area using HEPA vacuum equipment and/or wet cleaning methods. Remove these objects from the Work area to a designated temporary storage location.

The second layer of floor sheeting may be black or dark in color. All joints in the plastic sheeting shall have a minimum of 12 inches of overlap and shall be securely sealed with tape to prevent leakage of air and water.

- 2. Maintain emergency and fire exits from the Work areas, or establish alternative exits satisfactory to fire officials.
- 3. Pressure Differential and Monitoring:

All full containment areas shall maintain a pressure differential of 0.04 inches of water between the work area and the unrestricted side of the ambient area. This shall commence at the beginning of any work that could possibly disturb ACM until the passing of final clearance sampling. Manometer/pressure reading instruments are to be inclined manometer type capable of 0-3" wg (0.1" wg increments) and shall be installed at representative locations at critical barriers. A continuous readout device/strip chart recorder shall be provided for each work area. Manometers shall also be used to monitor the pressure of the work area vs. the clean room of the decontamination chamber.

The project monitor shall document the manometer readings at least every four hours. This documentation of continuous readings from the strip chart recorder shall be submitted with daily monitoring reports. All manometers and strip chart recorder shall be installed and operational for as long as the area is under containment at each work area to provide continuous documentation of pressure differential.

4. All filtered air shall be exhausted outside the building to the ambient atmosphere. If this is not possible, then filtered air shall pass through an additional HEPA filtration device and exhaust to an area of the building approved by the Owner's representative.

### D. Decontamination Units

Build suitable decontamination units described herein.

In all cases, access between contaminated and uncontaminated rooms or areas shall be through the decontamination unit previously described. Passage between any two rooms within the decontamination unit shall be through an airlock doorway.

- 1. Construct a personnel decontamination unit contiguous to the Work area. The unit shall consist of three totally enclosed chambers that conform to the following:
  - a. A shower room with two airlock doorways, one to the equipment room and one to the clean room. Plastic, if used, on shower room and adjoining equipment and clean rooms shall be opaque.
  - b. The shower room shall contain at least one shower with hot and cold or warm water. The shower enclosure should be constructed to ensure against any leaking.
- 2. Provide or construct an equipment decontamination unit consisting of two totally enclosed chambers as follows:
  - a. A washroom, constituting an airlock, with an airlock doorway to the Work area and an airlock doorway to the holding area. The washroom shall be at least three feet in length.
  - b. A holding area with an airlock doorway to the washroom and an airlock doorway to an uncontaminated area. The holding area shall be at least three feet in length.

### E. Maintenance of the Full Containment Area

- 1. Ensure that barriers and plastic sheeting are properly sealed and taped. Repair damaged barriers and remedy defects immediately upon discovery.
- 2. Visually inspect enclosures at the beginning of each shift.
- 3. Use smoke methods to test effectiveness of barriers when directed by the Owner.
- F. Asbestos removal work shall not commence until:
  - 1. Arrangements have been made for disposal of waste at an acceptable site.

- 2. Work areas and decontamination units and parts of the building required to remain in use are segregated.
- 3. All tools, equipment, and materials are at the site.
- 4. Arrangements have been made for building security.
- 5. All other preparatory steps have been taken and applicable notices posted and permits obtained.
- 6. Removal work will not begin until authorized by the Owner in writing, after an inspection of the abatement area has been inspected by the Project Monitor and the preparation is satisfactory.

### 2.2 Asbestos Removal

- A. Prepare a full containment as previously described.
- B. Remove and clean ceiling mounted objects, such as lights and other items not previously sealed off, that may interfere with ACM removal. Use handheld water spraying and/or HEPA vacuum equipment during removal of fixtures as necessary to reduce fiber dispersal.
  - Decontaminate the objects, wrap in plastic and store for reinstallation upon completion of testing procedures, if required by the Owner.
- C. If present, remove ceiling tiles and grid system within the Work area and dispose of as contaminated waste. If approved by the Engineer, the grid system may be removed, decontaminated, sealed in plastic and stored for reinstallation.
- D. Provide adequate HEPA air filtration capacity to filter air from each room of the Work area that is contained. This may be accomplished by moving individual machines or ducting to individual rooms. Air filtration equipment shall be sufficient to provide filtered air changes of at least every 15 minutes from the containment.
- E. When scheduled to be removed per Plans and/or Scope of Work, remove carpeting, carpet backing, window curtains, etc. in sections of appropriate size for packaging and dispose of as contaminated waste.
- F. Spray asbestos material with amended water, using spray equipment capable of providing a "mist" application to reduce the release of fibers. Saturate the material sufficiently to wet it to the substrate without causing excess dripping. Spray the asbestos material repeatedly during work process to maintain wet condition and to minimize asbestos fiber dispersion.

- G. Protect all fixtures, grills, lockers and other non-removable equipment from amended water. Surfactants can cause oxidation. Also, protect painted surfaces and flooring.
- H. Remove the saturated ACM in manageable sections. ACM shall not be allowed to dry out. ACM shall not be allowed to fall more than 15 feet.
  - For heights up to 50 feet an inclined chute and/or scaffolding can be used to intercept the ACM. For heights exceeding 50 feet, provide enclosed dustproof chutes.
- I. Bulk asbestos material shall be bagged in 6-mil thick bags, before it dries. No ACM shall be allowed to lay in the containment overnight. Place the material in sealed containers. Place caution labels on containers in accordance with OSHA Regulation 29 CFR 1926.58 and DOT 49 CFR 171-177 if not already preprinted on containers. Clean external surfaces of containers thoroughly by wet wiping. Move containers to washroom, wet clean each container thoroughly, and move to holding area pending removal to uncontaminated areas. Ensure that containers are removed from the holding area by workers who have entered from uncontaminated areas dressed in clean coveralls and wearing respiratory protection. Ensure that workers do not enter from uncontaminated areas into the washroom or the Work area; ensure that contaminated workers do not exit the Work area through the equipment decontamination unit.
- J. When finished removing the ACM, all surfaces from which ACM has been removed shall be wet brushed and sponged or cleaned by an equivalent method to remove all visible material. During this work, the surfaces being cleaned shall be kept wet. At the Contractor's option, the layer of plastic exposed to the asbestos may be removed, leaving intact the final layer of plastic.

### 2.3 Cleanup

The following procedures should be followed in cleaning up the Work area.

- A. Wet clean all surfaces and remove all visible accumulation of ACM from the Work area including the top layer of plastic if not previously removed. Prepare the Work area for an initial visual inspection.
- B. Once the Work area has been inspected and is clean of visible accumulations of ACM, the Project Monitor will perform an initial clearance test with limits of 0.02 f/cc with NIOSH Method 7400, latest revision. The Contractor will continue the wet cleaning process until the designated fiber level is achieved.

- C. After successful completion of the initial air test and before the last layer of the plastic sheeting is removed, apply one coat of an asbestos encapsulant sealer following manufacturer's recommendations for application. The encapsulant sealer shall be compatible with any material to be reapplied to the surface.
- D. While still under respiratory protection, remove the final layer of plastic sheeting from the walls and floors after the sealant has dried. The seals on the windows, vents, doors, etc. shall remain, and HEPA filtration equipment and decontamination units shall remain in service.

Wet clean or HEPA vacuum work area underneath the plastic.

- E. Enter a 24-hour settling period. Dust, both visible and invisible, shall be allowed to settle within the Work area without being disturbed during this period.
- F. After the settling period, wet clean and/or HEPA vacuum all surfaces within the Work area. Once this cleaning operation is complete, visually inspect the Work area to ensure that it is free of contamination.
- G. The Asbestos Project Monitor shall conduct a thorough visual inspection and conduct final air clearance testing. Upon successful completion of the visual inspection that all surfaces in the Work area are dry and free of contamination, the final air clearance testing will be conducted.
- H. The final air clearance testing will consist of PCM air sampling, as applicable, with a maximum fiber level of 0.01 fibers per cubic centimeter of air (f/cc) being achieved prior to acceptance.

Aggressive sampling techniques will be used to re-entrain any fibers on the walls or floors in each area to be tested. The Contractor shall provide one (1) electric one Hp "Leaf Blower" and one (1) electric 20-inch box fan per 10,000 cubic feet of air volume in the Work area, for use by the Project Monitor during the aggressive sampling. The Contractor shall also provide the necessary electrical supply for these units. After sampling, the leaf blower and fans shall be cleaned by the Contractor and handled as if contaminated with asbestos.

Contractor shall continue cleaning the Work site until the accepted fiber level is achieved.

**END OF SECTION** 

### SECTION 02030 ASBESTOS REMOVAL – CEMENTITIOUS SIDING

### I. GENERAL

### GENERAL

The Contractor shall remove and dispose of all asbestos-containing cement panels, identified in the survey, utilizing procedures outlined in this Section.

### 1.1 EXECUTION

- A. Restrict access to the area by erecting barricade tape and warning signs at least 20 feet from the work areas and/or the side of the building.
- B. A personnel and equipment decontamination unit shall be constructed contiguous to the restricted area.
- C. Wet cement panels with amended water and carefully remove the material.
- D. Hand tools may be utilized to remove the cement panels.
- E. Cement panels must be containerized in the first container/layer prior to removing it from the restricted area. The cement panels may then be placed in/covered with the second container/layer and be disposed of properly.
- F. Clean up all visible debris and apply a coat of asbestos encapsulant to the areas of the building that cement panels was removed.

**END OF SECTION** 

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### SECTION 02110 AIR MONITORING AND CLEARANCE TESTING

### 1.0 ASBESTOS ABATEMENT

All air monitoring for asbestos abatement shall be conducted in accordance with NIOSH Method 7400, latest revision. Analysis will utilize phase contrast microscopy (PCM). The Owner will provide a certified Asbestos Project Monitor to collect and analyze all air samples on this project. Results of all air monitoring shall be made available to the Owner on a daily basis.

### 1.1 BACKGROUND SAMPLING

Prior to the Contractor mobilizing to the site, a set of five (5) background air samples inside and outside of the building shall be collected and analyzed. A detection limit of at least 0.005 fibers per cubic centimeter (f/cc) shall be obtained.

### 1.2 FULL CONTAINMENT

When a full containment is established, air sampling will be conducted as follows:

Barrier Sample: At least 2 continuously during each shift.
Clean Room Sample: At least 1 continuously during each shift.
Air Filtration Device Sample: At least 1 continuously during each shift.
Equipment Room Sample: At least 1 continuously during each shift.
Work Area Sample: At least 1 continuously during each shift.

- 1.2.1. Following initial visual inspection at least five (5) air samples will be collected from the Work area. Initial clearance passes when all samples indicate 0.02 fibers per cubic centimeter of air (f/cc) or less.
- 1.2.2. Following final visual inspection at least five (5) air samples will be collected from the Work area using an aggressive sampling technique. The aggressive sampling technique involves aggressively blowing down all vertical and horizontal surfaces with a one horsepower leaf blower and installing and operating a 20-inch box fan for each 10,000 cubic feet of Work area. Final clearance passes when all samples indicate 0.005 f/cc or less with a volume collected of at least 1,200 liters.
- 1.2.3 If requested and paid for by the Owner, transmission electron microscopy (TEM) samples may be collected and analyzed for clearance. Samples will be collected and analyzed in accordance with AHERA regulations. Final clearance passes when all samples indicate 0.005 structures per cubic centimeter of air (st/cc) or less with a volume collected of at least 1,200 liters.

### 1.3 CEMENTITIOUS SIDING REMOVAL

During the removal of siding, air monitoring will be conducted as follows:

Barrier Sample: At least 1 during each shift. Work area: At least 1 during each shift.

1.4.1 Following a final visual inspection, removal will be considered complete if Work area samples indicate fiber levels of less than 0.01 f/cc. If not, at least three (3) air samples will be collected from the Work area. Final clearance passes when all samples indicate 0.01 f/cc or less.

### 1.4 DURING ANY ACM REMOVAL

If at any time during the course of the work, airborne fiber concentrations exceed either the background concentrations or 0.010 fibers/cc via PCM outside the work areas, the Contractor shall halt asbestos abatement related activities and take corrective measures to reduce airborne fiber concentration (misting the air, wet wiping, HEPA vacuuming, etc.). Work will not commence again until the source of the contamination has been identified and additional air samples have been collected indicating that airborne fiber concentrations are below 0.01 fibers/cc or the background level. If this type of "incident" occurs, the Contractor will notify the Owner immediately and via written report within 24 hours. Other "trigger levels" requiring an "incident" report if exceeded, will be as follows:

1.	Barrier Sample	0.01  f/cc
2.	Clean Room Sample	0.01 f/cc
3.	Air Filtration Device Samples	0.01 f/cc
4.	Glovebag Samples	0.01 f/cc
5.	Equipment Room Samples	0.10 f/cc
6.	Work Area Samples	0.20 f/cc

### 2.0 PERSONAL AIR MONITORING

### 2.1 Asbestos Abatement

Personal air monitoring is the responsibility of the Contractor. Personal air monitoring shall be conducted in accordance with OSHA standards. Air monitoring should be conducted for all shifts workers wear respiratory protection. 25% of the workers should have an 8-hour time-weighted average (TWA) sample and a 30 minute short-term excursion level (STEL) sample collected and analyzed by PCM.

**END OF SECTION** 

5	5	

### SECTION 02210 ASBESTOS DISPOSAL

All ACM generated from this project will be disposed of by the Contractor in a licensed and qualified asbestos landfill. The landfill used must be approved by the Owner.

ACM will be contained in either double 6-mil thick leak-tight polyethylene bags and steel drums which meet DOT Specification 17H, or in single 6-mil thick leak-tight polyethylene bags and placed in a fiberboard drum, or sealed in two layers of 6-mil thick polyethylene sheeting.

ACM containers shall be labeled as follows:

1. First Label: Provide in accordance with 29 CFR 1910.1200(f) of OSHA's Hazard Communication standard:

### DANGER CONTAINS ASBESTOS FIBERS AVOID CREATING DUST CANCER AND LUNG DISEASE HAZARD

2. Second Label: Provide in accordance with U.S. Department of Transportation regulation on hazardous waste marking. 49 CFR parts 171 and 172:

### ASBESTOS NA2212 RO

3. Third Label: Provide a permanent label on each container, listing the name of the facility owner and the location where the waste was generated, in accordance with the Environmental Protection Agency's Asbestos NESHAP Revision, 40 CFR Part 61.

The containerized ACM waste will be loaded in an enclosed truck for transport to the landfill. A single layer of 6-mil plastic sheeting will be installed on the floor and walls of the truck bed. Containerized waste will be removed from the building on a daily basis. The truck, used to transport asbestos-containing waste, shall be labeled with a sign bearing the following legend in accordance with the EPA's Asbestos NESHAP Revision, during loading unloading of the vehicle:

### DANGER ASBESTOS DUST HAZARD CANCER AND LUNG DISEASE HAZARD Authorized Personnel Only

Workers handling the containers shall wear respiratory protection.

A completed copy of a Waste Shipment Record (WSR) shall be executed by appropriate parties and be submitted to the Owner. Environmental will inspect waste for shipment and sign all manifest.

END OF SECTION

A			

### ATTACHMENT A

List of Buildings

### SECTION 00300 SCHEDULE OF BUILDINGS (1) BID PACKAGE

	BUILIDING ADDRESS (Addresses below are ALL UNITS)	NUMBER OF STORIES	SQUARE FT. (+/-) PER BUILDING
1	1060 A,B,C, & D DAUPHIN ISLAND PARKWAY	2	1,566 (+/-)
2	2005 A & B WOODLAWN DRIVE N	1	4,131 (+/-)
3	1051 A & B WOODLAWN DRIVE E	1	4,131 (+/-)
4	1053 A & B WOODLAWN DRIVE E	1	4,131 (+/-)
5	1057 A & B WOODLAWN DRIVE E	1	2,754 (+/-)
6	1059 A & B WOODLAWN DRIVE E	1	2,754 (+/-)
7	2051 A & B WOODLAWN DRIVE S	1	2,754 (+/-)
8	2053 A & B WOODLAWN DRIVE S	1	2,754 (+/-)
9	2055 A & B WOODLAWN DRIVE S	1	2,754 (+/-)
10	2059 A & B WOODLAWN DRIVE S	1	2,754 (+/-)
11	2051 A & B WOODLAWN DRIVE N	1	4,131 (+/-)
12	2055 A & B WOODLAWN DRIVE N	1	1,377 (+/-)
13	2059 A & B WOODLAWN DRIVE N	1	1,377 (+/-)
14	2063 A & B WOODLAWN DRIVE N	1	1,377 (+/-)
15	1050 A & B WOODLAWN DRIVE E	1	4,131 (+/-)
16	1052 A & B WOODLAWN DRIVE E	1	4,131 (+/-)
17	1056 A & B WOODLAWN DRIVE E	1	2,754 (+/-)
18	1058 A & B WOODLAWN DRIVE E	111	2,754 (+/-)
19	2050 A & B WOODLAWN DRIVE S	1	2,754 (+/-)
20	2052 A & B WOODLAWN DRIVE S	1	2,754 (+/-)
21	2054 A & B WOODLAWN DRIVE S	1	1,377 (+/-)
22	2056 A & B WOODLAWN DRIVE S	1	2,754 (+/-)
23	2058 A & B WOODLAWN DRIVE S	1	2,754 (+/-)
24	2060 A & B WOODLAWN DRIVE S / MAINTENANCE BLDG.	1	1,840 (+/-)
25	2100 A & B WOODLAWN DRIVE S	1	2,754 (+/-)
26	2102 A & B WOODLAWN DRIVE S	1	2,754 (+/-)
27	2104 A & B WOODLAWN DRIVE S	1	4,131 (+/-)
28	2106 A & B WOODLAWN DRIVE S	1	4,131 (+/-)
29	2108 A & B WOODLAWN DRIVE S	1	4,131 (+/-)
30	2101 A & B WOODLAWN DRIVE S	1	1,377 (+/-)

### SECTION 00300 SCHEDULE OF BUILDINGS (1) BID PACKAGE

	BUILIDING ADDRESS (Addresses below are ALL UNITS)	NUMBER OF STORIES	SQUARE FT. (+/-) PER BUILDING
31	2103 A & B WOODLAWN DRIVE S	1	2,754 (+/-)
32	2004 A, B, C & D WOODLAWN DRIVE N	2	1,566 (+/-)
33	2006 A & B WOODLAWN DRIVE N	1	4,131 (+/-)
34	2008 A & B WOODLAWN DRIVE N	111	4,131 (+/-)
35	2010 A & B WOODLAWN DRIVE N	1	4,131 (+/-)
36	2012 A, B, C & D WOODLAWN DRIVE N	2	1,566 (+/-)
37	2014 A & B WOODLAWN DRIVE N	11	4,131 (+/-)
38	2050 A & B WOODLAWN DRIVE N	1	4,131 (+/-)
39	2052 A & B WOODLAWN DRIVE N	1	4,131 (+/-)
40	2054 A & B WOODLAWN DRIVE N	1	2,754 (+/-)
41	2056 A & B WOODLAWN DRIVE N	111	2,754 (+/-)
42	2060 A & B WOODLAWN DRIVE N	1	4,131 (+/-)
43	2062 A & B WOODLAWN DRIVE N	1	4,131 (+/-)
44	2064 A & B WOODLAWN DRIVE N	1	4,131 (+/-)
45	LAUNDRY BLDG	1	690 (+/-)

### **STATE OF ALABAMA**

### Department of Environmental Management Notice of Asbestos Abatement and/or Demolition

	Reason:   Original   C	cancelled Postponed	Annual Revision #	<del></del>		
1.	Facility Name:					
	Facility Physical Address:					
	City:	State: AL Zip:	County:			
	On Site Contact:	Title:	Phone:			
	On Site Contact: Title: Phone: Building Description [size (sf), age, #floors, prior use]:					
	Exact Removal Site (room, floor, building					
2.	Facility Owner:					
	Owner Address:	City:	State:	Zip:		
	Contact:					
	Owner email:					
3.			Employer:			
	Inspector Phone:	Inspector Email:	•			
	Inspector Phone: Safe State Accreditation No.: AIN	Dat	te of Inspection:			
4.	Abatement Contractor:ADEM Certification No.:					
	Address:	City:	State:	Zip:		
	Address:Contact Name:	Phone:	Email:			
	Demolition Contractor:					
	Demolition Contractor:Address:	City:	State:	Zin		
	Contact Name:	Phone:	Email:	_ 219		
5.						
	RENOVATION DEMOLITION HAS NO ASBESTOS ORDERED (attach documentation)  Abatement Dates  Demolition Dates					
			Demontion Dates			
	StartFinis	hStart_	Finish			
	Start Finis	h Start	Finish			
	StartFinis	hStart	Finish			
	Work Days (Mon, Tue, etc.):		Work Hours:			
	Emergency reason(s) for not complying with 10-day notification requirement:					
_						
6.	Attach a list that includes the following or non-friable, and removal methods.	;: Amount(s) and type(s) of Contact ADEM for requirements for de	ACM to be abated, whether is molition by burning.	the material is friabl		
7.	Waste Disposal Site:					
	Address:	City:	State:	Zip:		
	Contact:	Phone:	Permit No.:			
8.	Procedures for unexpected ACM:					
I ce	ertify the above is correct.					
	gnature:		Date			
Pri	nt Name:		Phone:			
- * 1	· · · · · · · · · · · · · · · · · ·		ione,			

### WHO MUST SUBMIT A NOTIFICATION FORM?

Regulations require that someone (usually a contractor, property owner or consultant) submit a notification to the appropriate agency 10 weekdays prior to disturbing any regulated asbestos-containing material (RACM) or beginning demolition. Specifically, a notification must be submitted if one of the three following situations exists:

- 1. It is a renovation project and at least 260 linear feet or 160 square feet or 35 cubic feet of RACM is to be removed.
- 2. It is a demolition project with or without asbestos-containing material (ACM).
- 3. A structure is going to be burned for fire training (requires Departmental approval).

### WHAT IS REGULATED ASBESTOS-CONTAINING MATERIAL?

RACM has greater than 1% asbestos by weight and includes friable and nonfriable forms. ("Friable" means that it can be crushed to powder by hand pressure.) RACM can include: (1) Friable ACM, such as pipe and elbow insulation, storage vessel insulation, and spray-applied applications such as fireproofing, soundproofing, or decoration. (2) Category I nonfriable ACM such as vinyl floor tile and mastic, asphalt roofing products, gaskets and packing which have become friable or will be subject to sanding, grinding, cutting or abrading. Please be aware that some older sheet vinyl (linoleum) has an asbestos-containing felt backing which can turn to powder (become friable) under certain circumstances. You must be careful with it. (3) Category II nonfriable ACM such as transite and cementitious siding or roofing which have a high probability of becoming crumbled, pulverized, or reduced to powder during renovation or demolition activities.

### WHAT ARE SOME OTHER REGULATORY REQUIREMENTS?

A structure must be surveyed by an Alabama licensed inspector before renovation or demolition or burning for training. Friable and Category II nonfriable ACM must be removed from a structure before demolishing it. Category I nonfriable ACM can usually be I eft in the structure during demolition, if no materials are going to be recycled. Friable ACM must be wetted before, during and after removal until soaked through. It should be containerized while wet and properly labeled. Friable ACM must be disposed of as special waste, regardless of amount. Nonfriable ACM can usually be disposed of as general or construction waste. It is best to check with the landfill or waste hauler first. Removed Category II nonfriable ACM must be disposed of separately. RACM must be removed by an organization certified by the Alabama Department of Environmental Management (ADEM). (NOTE: All ACM must be removed from a structure before burning for training.)

### ARE THERE ANY EXEMPTIONS?

Privately owned residential buildings of 4 or less units that remain residential property are exempt from asbestos regulations, but they must comply with disposal regulations. (This residential exemption puts homeowners at risk!)

### HOW ARE NOTIFICATIONS SUBMITTED?

Original notifications may be sent by U.S. Mail, special delivery service, hand-delivered or by e-mail (most common method). Revisions to notifications and courtesy notifications may be sent by facsimile transmission, but usually by e-mail. They must be sent to one of the 3 individuals/organizations below, depending upon the location of the renovation/demolition.

City of Huntsville: Mr. Scott Cardno

Department of Natural Resources and Environmental Management

City of Huntsville P.O. Box 308

Huntsville, AL 35804-0308

PH: 256/427-5750 FAX: 427-5751 (Street Address:) 320 Fountain Circle

Huntsville, AL 35801-4240

E-mail: Scott.Cardno@huntsvilleal.gov

Jefferson County (collects job fees):

Mr. Craig Tucker

Air and Radiation Protection Division Jefferson County Department of Health

P.O. Box 2648

Birmingham, AL 35202-2648

PH: 205/930-1204 FAX: 939-3019 (Street Address:) 400 6th Avenue South Birmingham, AL 35233-1598

E-mail: craig.tucker@jcdh.org

All other areas:
Mr. Don Barron
ADEM—Air Division
P.O. Box 301463

Montgomery, AL 36130-1463

PH: 334/271-7879 FAX: 279-3044) (Street Address:) 1400 Coliseum Boulevard Montgomery, AL 36110-2059

E-mail:

asbestosmail@adem.alabama.gov