



REQUEST FOR BIDS

FOR

MAE EANES MIDDLE SCHOOL ASBESTOS ABATEMENT AND DEMOLITION

1901 HURTEL STREET, MOBILE, ALABAMA 36605

PROJECT NUMBER: ME-055-21

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

CDBG #3465

DATE: JUNE 30, 2021

BID DATE: JULY 28, 2021

Set Number _____

EXHIBIT A

SCOPE OF WORK - INDEX

MAE EANES MIDDLE SCHOOL ASBESTOS ABATEMENT AND DEMOLITION

1901 HURTEL STREET, MOBILE, ALABAMA 36605

PROJECT NUMBERS: ME-055-21

CDBG #3465

Scope of Work: Provide all labor and materials required for an **Asbestos Abatement** of all asbestos-containing floor tiles and mastic. 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/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: 00400 BID FORMS
 - A. SUBCONTRACTING AND MAJOR SUPPLIER PLAN
 - B. DBE-UTILIZATION REPORT
- SECTION: 02100 DEMOLITION BY WET METHOD
- SECTION: THOMPSON ENGINEERING - ASBESTOS ABATEMENT SPECIFICATIONS
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 - B. SECTION 01050 - ASBESTOS ABATEMENT SCOPE OF WORK
 - C. SECTION 01050 - ASBESTOS PROJECT MONITOR
 - D. SECTION 02020 - ASBESTOS REMOVAL
 - E. SECTION 02021 - ASBESTOS REMOVAL-RESILIENT FLOOR COVERING
 - F. SECTION 02110 - AIR MONITORING AND CLEARANCE TESTING
 - G. SECTION 02210 - ASBESTOS DISPOSAL

- H. ATTACHMENT A – ASBESTOS ABATEMENT DRAWING
- SECTION: 01210 ALLOWANCES
- SECTION: 01220 UNIT PRICES
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 - A. COVER SHEET – AREA MAP
 - B. SHEET C101-PROJECT SCOPE AND SITE DEMOLITION PLAN
 - C. SHEET C102-BEST MANAGEMENT PLAN AND ENVIRONMENTAL CONTROLS
 - D. SHEET C501-SLIT FENCE DETAIL; EXCELSIOR WATTLE DETAILS AND CONSTRUCTION EXIT PAD
 - E. SHEET C502-SUPPLEMENTAL GENERAL NOTES
 - F. SHEET C503-INLET PROTECTION; SILT FENCE; DETAIL OF INLET SEDIMENT CONTROL DEVICE WITH CURB FILTER AND CONSTRUCTION EXIT PAD
- EXHIBIT BB: SUPPLEMENTAL - SPECIAL PROVISIONS FOR EROSION AND SEDIMENT CONTROL ON DEMOLITION SITES
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- EXHIBIT 8: STATE OF ALABAMA-NOTICE OF ASBESTOS ABATEMENT AND/OR DEMOLITION NESHA; ASBESTOS NESHAP REVISION
- EXHIBIT 9: AIA DOCUMENT A201-2007 GENERAL CONDITIONS
- EXHIBIT 10: THOMPSON ENGINEERING – PRE-DEMOLITION LEAD-BASED PAINT /ASBESTOS SURVEY AT MAE EANES MIDDLE SCHOOL - TESTING REPORT

END OF SCOPE OF WORK

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

PROJECT NAME: MAE EANES MIDDLE SCHOOL –
ASBESTOS ABATEMENT AND DEMOLITION
PROJECT LOCATION: 1901 HURTEL STREET, MOBILE, ALABAMA 36605
PROJECT NUMBER: ME-055-21
CDBG NUMBER: 3465

1 BID DATE:

- A. Notice is hereby given that the City of Mobile will receive sealed bids for the above stated project on **Wednesday, July 21, 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, 9th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602.
- B. The same will be publicly opened and read at **2:30 PM local time in the Atrium Lobby of Government Plaza**.
- C. All Bids not clocked in at the City Clerk’s Office prior to the time specified, or Bids received after the specified time, will be automatically rejected and returned immediately, unopened.

2 SPECIFICATIONS AND DRAWINGS:

- A. 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.**
- B. Bidders shall use complete sets of Bid Documents in preparing their bid. Neither the Owner 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.
- D. Bidders are requested to pick-up Bid Documents from City of Mobile, Municipal Enforcement 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 Municipal Enforcement Program Coordinator.
- F. Addenda will be issued via e-mail to each bidder registered as having a complete set of Bid Documents and all Pre-Bid Conference attendees.
- G. 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 **\$10,000 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 PRE-BID CONFERENCE:
- A. A **pre-bid conference** shall be held at the project site, **1901 Hurtel Street, Mobile, Alabama 36605** at **9:00 AM local time on Thursday, July 8, 2021.**

- B. Social distancing practices shall be observed, including the option of wearing of face coverings/masks by all participants. A representative of the Bidder must be in attendance throughout the meeting, and sign-in, in order to submit a bid for this project.
- C. Bidders are required to participate in the Pre-Bid Conference, visit the site prior to submitting a Bid and include all costs associated with the project in their Bids.
- D. Minutes of this conference and attendees will be made as an **Addendum 1** 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 MAE EANES MIDDLE SCHOOL - ABESTOS ABATEMENT AND DEMOLITION; PROJECT NUMBER: ME-055-21"**.
- 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, JULY 21, 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, 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.

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.
- C. 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 contract, 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.

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 discrimination, including Section 14.1 and Section 14.2, Code of the City of Mobile, adopted December 10, 1991.
- 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 ten (10) days of the date of a written Notice to Proceed and substantially be completed on or before thirty (30) consecutive calendar days from Notice to Proceed date. 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

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 gary.jackson@cityofmobile.org
- 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 **Pre-Bid Meeting**, 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, MAE EANES MIDDLE SCHOOL – ASBESTOS ABATEMENT AND DEMOLITION; PROJECT NUMBER: ME-055-21**, 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 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.

Contractor shall comply with Title VI of the Civil Rights Acts of 1964 (88-352). The Contractor shall insert a similar provision in all sub-agreements for services covered by this agreement.

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 **ONE HUNDRED AND TWENTY (120)** calendar days from the date indicated by the Notice to Proceed.
- B. 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 job site as approved by the Owner, but typically **Monday through Friday from 7:00 A.M. to 4:00 P.M.** Contractor is directed to coordinate all areas of work and scheduling with the Owner. After hours and weekend work will require prior approval of the owner. The City of Mobile 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 www.bc.alabama.gov .

22. SUBMISSION OF LIEN WAIVERS AND DBE COMPLIANCE, UTILIZATION REPORTS:

- A. At each monthly 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.

23. NOTICE OF COMPLETION:

- A. For Contracts \$50,000 or greater:
Contractor shall provide proof of publication of Advertisement of Completion for four successive weeks in a local newspaper, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama. This Advertisement shall not begin until the Project has been accepted by the City of Mobile.
- B. Notice of Completion advertisement shall read as follows:

STATE OF ALABAMA

COUNTY OF MOBILE

NOTICE OF COMPLETION

In accordance with Chapter 1, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that **(COMPANY NAME)** has completed the contract for **MAE EANES MIDDLE SCHOOL – ASBESTOS ABATEMENT AND DEMOLITION; ME-055-21** in Mobile, Alabama. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Municipal Enforcement, City of Mobile, P.O. Box 1827, Mobile, Alabama 36633-1827.

- C. Advertisement shall not begin until the Project has been accepted by the City of Mobile as Substantially Complete.

24. CONTRACTOR WARRANTY AND CERTIFICATION:

- A. Upon completion of the contract, the Contractor shall certify under oath that all bills have been paid in full.
- B. Contractor shall provide a one year Labor and Materials Warranty on company letterhead in addition to other warranties required by the Bid Documents.

25. LIQUIDATED DAMAGES

- A. A time charge equal to Two Hundred Fifty Dollars (\$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 closeout documents are not acceptably submitted, for more than thirty (30) calendar days after the time specified for the Substantial Completion for 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.

END OF SECTION

SECTION 00400

BID FORM
(BID DOCUMENT NO. 1)

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

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

REF: PROJECT NAME: Mae Eanes Middle School –
Asbestos Abatement and Demolition

PROJECT LOCATION: 1901 Hurtel Street
Mobile, Alabama 36605

PROJECT NO.: ME-055-21
CDBG NO.: 3465

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Municipal Enforcement dated **June 30, 2021**; and all Addendum (a) Number(s) _____, dated _____, 2020 (CAUTION: before submitting any bid it is the Bidder's responsibility to check with the Municipal Enforcement for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder, hereby

COMPANY NAME: _____

ADDRESS: _____ **PHONE** _____

ALABAMA GENERAL CONTRACTOR LICENSE NO. _____

CITY OF MOBILE BUSINESS LICENSE NO. _____

SECRETARY OF STATE OF ALABAMA BUSINESS IDENTITY NO. _____

SECRETARY OF STATE OF ALABAMA ACCOUNT NO. _____

(Note: Secretary of State Account Number 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.

Base Bid: \$ _____

Contingency Allowance: + \$ _____ **5,000.00**

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 case of discrepancy, the amount in words shall govern). **Bids shall be provided in whole dollar amount with no cents.**

By signing this contract, _____ 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.

CONTINGENCY ALLOWANCE: \$5,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

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: The undersigned Bidder certifies that he/she will comply with Federal, State and local laws concerning discrimination, including Chapter 14, Code of the City of Mobile, adopted December 10, 1991 and as amended December 18, 2018.

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** _____, **2020**
(Printed or Typed)

Sworn to and subscribed before me this _____ day of _____ 2020

Notary Public

- Attachments: 1. Bid Security, with Power of Attorney
2. Secretary of State Authorization (Out of state bidders only)

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

END OF BID FORM

**ACCOUNTING OF SALES TAX
ATTACHMENT TO BID FORM SECTION 00400
SALES TAX FORM C-3A**

To: City of Mobile

Date: _____

Name of Project: MAE EANES MIDDLE SCHOOL –
ASBESTOS ABATEMENT AND DEMOLITION
Project Number: ME-055-21
CDBG Number: 3465

SALES TAX ACCOUNTING

Pursuant to Act 2013-205, Section 1(g) the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

ESTIMATED SALES TAX AMOUNT

BASE BID: \$ _____

ADD ALT. #1: \$ _____

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder _____

Mailing Address _____

***By (Legal Signature)** _____

*Name (type or print) _____ (Seal)

*Title _____

Telephone Number _____



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

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. **Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible.** Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised “good faith efforts” to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in “good faith” to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don’t have that level of DBE subcontractor / supplier usage (as documented on **Form 1**), you are required to complete the “good faith effort” documentation on **Form 2**. **When so required, failure to adequately address the good faith effort factors on Form 2 will render your bid or proposal as non-responsive.** The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About “**DBEs**”: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About “**Good Faith**” Effort: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The “good faith effort” factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archonique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th 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?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ Vets _____
Total #of Employees	_____

Subcontractor/Major Supplier Plan submitted by:

Printed Name: _____

Signature: _____ Date: _____

Title: _____

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: _____ Title: _____

E-mail: _____ Phone: _____



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
 Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: _____ Phone _____ Email _____
 Contact Person: _____

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES <input type="checkbox"/>	NO <input type="checkbox"/>	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		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 on the <i>City of Mobile</i> Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
		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.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
 Subcontracting and Major Supplier Plan

	<p>INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.</p>
	<p>WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.</p>
	<p>COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.</p>
	<p>CONTRACT RECORDS: The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:</p> <ol style="list-style-type: none"> 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. 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.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

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

Suggestions or comments to improve this program. _____

OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org

or
P.O. Box 1948
Mobile, AL 36633

DBE Compliance
DBE UTILIZATION REPORT

CONTRACTOR: _____ **Certified DBE:** YES NO **Contract Start Date:** _____

DESCRIPTION: _____ **Estimated Completion Date:** _____

This report is for the month of: JAN FEB MARCH APR MAY JUNE JULY AUG SEPT OCT NOV DEC
(CHECK ONE): _____ FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)												Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)	
	JAN	FEB	MARCH	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC				
\$															\$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
TOTALS		\$	\$	\$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____ (Title) _____ (Date)

CONTRACTOR INFORMATION REGARDING QUALIFIED MINORITY INDIVIDUALS

**PROJECT NAME: MAE EANES MIDDLE SCHOOL –
ASBESTOS ABATEMENT AND DEMOLITION**

PROJECT NUMBER: ME-055-21

Provide the following information relating to all “qualified” minority individuals employed:

CONTRACTOR:

<u>Company Name</u>	<u>Number of Contractor Employees</u>	<u>Number of “qualified” Individuals employed</u>
_____	_____	_____

SUBCONTRACTOR:

<u>Company Name</u>	<u>Number of Employees Per Company</u>	<u>Number of “qualified” Individuals employed Per Company</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Qualified minority individuals, identified by the Small Business Administration as socially disadvantaged individuals, are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as members of a group. Social disadvantage must stem from circumstances beyond their control. In the absence of evidence to the contrary, individuals who are members of the following designated groups are presumed to be socially disadvantaged:

- Women
- Black Americans
- Hispanic Americans
- Native Americans (American Indians, Eskimos, Aleuts, and Native Hawaiians)
- Asian Pacific Americans (persons with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands [Republic of Palau], Commonwealth of the Northern Mariana Islands, Laos, Cambodia [Kampuchea], Taiwan; Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, Federated States of Micronesia, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru; Subcontinent Asian Americans (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands or Nepal), and
- Members of other groups designated by the SBA.

The undersigned certifies that all information is correct and that he/she will comply with all Federal, State and local laws concerning discrimination including Section 14.1-14.2, Code of the City of Mobile, adopted December 10, 1991.

By: _____

Date: _____

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:

All the materials must be removed from the site. 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.
2. 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 1.00 - 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:

All the materials must be removed from the site. 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.
2. 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.
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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



**ASBESTOS ABATEMENT SPECIFICATIONS
FORMER MAE EANES SCHOOL
1901 HURTEL STREET
MOBILE, ALABAMA**

July 2, 2021

Prepared for:

**CITY OF MOBILE
205 GOVERNMENT STREET
MOBILE, ALABAMA 36602**

PROJECT NO.: 21-1101-0124



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SECTION 01015 ASBESTOS ABATEMENT SCOPE OF WORK

1.1 The Site

The City of Mobile is demolishing the former Mae Eanes school, located at 1901 Hurtel Street. Prior to demolition all asbestos-containing floor tiles and mastic are to be removed will be removed and disposed of in accordance with USEPA and Alabama Department of Environmental Management (ADEM) regulations, by the Contractor. Locations of the asbestos-containing floor tile and mastic are depicted in the drawing attached. 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 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

This contract covers the furnishing of all labor and materials required for removal of all ACM. Work in this contract includes all labor and materials necessary to remove and dispose of the following:

- All asbestos-containing floor tiles and mastic from the entire facility (approximately 67, 900 square feet). Refer to Section 02021 Asbestos Removal – Resilient Floor Covering for work particulars.

1.2.2 Site Conditions

Prior to Contractor commencing work, the Owner (via contracted General Contractor) shall remove all debris from areas to be abated. Contractor shall coordinate work activities accordingly.

1.2.3 Schedule

Work shall commence within twenty days of receiving a Notice to Proceed and shall finish all work within thirty calendar days of commencement.

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 dual cartridge
HEPA Filter Respirators

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

Full-face powered air
purifying respiratory

In all cases, should fiber levels exceed 0.2 f/cc, then the Contractor shall use Type "C" supplied air respirators until the cause of the elevated fiber levels is corrected and levels below 0.2 f/cc are documented.

In all cases, if the fiber level exceeds 0.1 f/cc, workers shall use full-face powered air purifying respirators, at a minimum.

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 to accept asbestos, of the proposed landfill.
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 2110, "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

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. Abatement: Procedures to decrease or eliminate the source of fiber release from asbestos-containing building materials. Procedures include encapsulation, enclosure and removal.
- B. Air Filtration Equipment: 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. Airlock: 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. Airlock Doorway: 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. Air Cell: 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. Air Monitoring: 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. Asbestos: The asbestiform varieties of serpentine (chrysotile, antinolite), riebeckite (crocidolite), commingtonite-grunerite (amosite), anthophyllite, 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. Asbestos-Containing Building Material (ACBM): 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. Asbestos-Containing Material (ACM): Any material containing more than 1 percent of asbestos of any type or mixture of types.
- K. Authorized Person or Visitor: The building owners, or his authorized representative, or any representative of a regulatory or other agency having jurisdiction over the Project.
- L. Clean Room: 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. Critical Barrier: 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. Decontamination Unit: 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. Encapsulation: 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. Enclosure: Procedures necessary to completely enclose material containing asbestos behind airtight, impermeable, permanent barriers.
- Q. Equipment Room: A contaminated area or room that is part of the personnel decontamination unit with provisions for storage of contaminated clothing and equipment.
- R. Fixed Object: A unit of equipment or furniture in the Work area that cannot be removed from the Work area.
- S. Glovebag: 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 percent of particles (asbestos fibers) greater than 0.3 micrometers in mass median aerodynamic equivalent diameter.
- U. HEPA Vacuum Equipment: Vacuuming equipment with a HEPA filter system.
- V. Log Book: 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. Mini-Enclosure: A method with limited applications for removing small amounts of friable asbestos containing material typical for small-scale, short duration type projects.
- X. NESHAP: 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. Non-Friable Asbestos-Containing Material: Material that contains more than one percent (1%) asbestos and that cannot be crumbled, pulverized, or reduced to powder by hand pressure when dry. NESHAP Regulations divide Non-Friable materials into the following two groups:

1. 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. Category II Non-Friable Asbestos Containing Material 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. OSHA: Occupational Safety and Health Administration.
- AC. PCM: 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. Personnel Decontamination Unit: 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. Personal Monitoring: Sampling of the asbestos fiber concentrations within the breathing zone of an employee.
- AF. PPE: Personal Protective Equipment.
- AG. Protection Factor: 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 Friable 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. Removal: The act of removing asbestos-containing or contaminated materials from the structure under properly controlled conditions to a suitable disposal site.
- AJ. Respirator: A device designed to protect the wearer from the inhalation of harmful atmospheres.

- AK. Shower Room: 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. Surfactant: A chemical wetting agent added to water to improve penetration.
- AM. TEM: 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. Time Weighted average (TWA): 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. General Applicability of Regulations: 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. Contractor Responsibility: 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 himself, his employees, or his 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:
 - a. 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 Equipment 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 five-day 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 hand-held 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 provide 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 02021 ASBESTOS REMOVAL –RESILIENT FLOOR COVERING

I. GENERAL

The Contractor shall remove and dispose of all asbestos-containing floor tile/covering mastic, as identified in the survey, using procedures outlined in this Section.

1.1 Execution

- A. Prepare areas as described in Section 02020, “Asbestos Removal” with the following exceptions:
 - 1. Since flooring material is the only asbestos-containing material to be removed from the work area, do not install plastic sheeting on the floor. Install plastic sheeting on the walls at least 4 feet up from the floor. Install critical barriers and HEPA air filtration devices capable of exchanging air every 15 minutes.
 - 2. A personnel and equipment decontamination unit shall be constructed contiguous to the restricted area.
- B. Wet flooring with amended water to minimize fiber release during its removal. Use amended water sparingly and apply with a sponge or cloth to eliminate standing water and to prevent water from traveling on the floor. If approved in advance, a damp towel placed over the floor tile during removal may be used as an alternative to a direct application of amended water.
- C. Remove flooring by use of hand tools. Immediately remove flooring from Work area and place in an appropriate disposal container.
- D. As areas of subfloor are cleared of floor coverings, scrape up remaining adhesive and deposit scrapings in disposal bags. Clean floor of all adhesive residue by using an approved solvent and following manufacture’s instructions.
- E. Wet clean all surfaces(including walls and ceilings) in the flooring material removal area and proceed with Work Area preparation, if more ACM is to be removed.
- F. Once the area has dried, apply a coat of asbestos encapsulant sealer to all surfaces in the area.

- G. Final clearance testing will be conducted as presented in Section 02110, Air Monitoring and Clearance Testing.

END OF SECTION

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 Contractor shall 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 three (3) 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 RESILIENT FLOOR COVERINGREMOVAL

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

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

1.3.1. 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.

1.3.2. 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 0.00 f/cc or less with a volume collected of at least 1,200 liters.

1.3.3 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.

1.4 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. Twenty-five (25%) percent 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

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
RQ**

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.


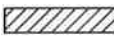
A completed copy of a Waste Shipment Record (WSR) shall be executed by appropriate parties and be submitted to the Owner. Environmental will inspect waste for shipment and sign all manifest.

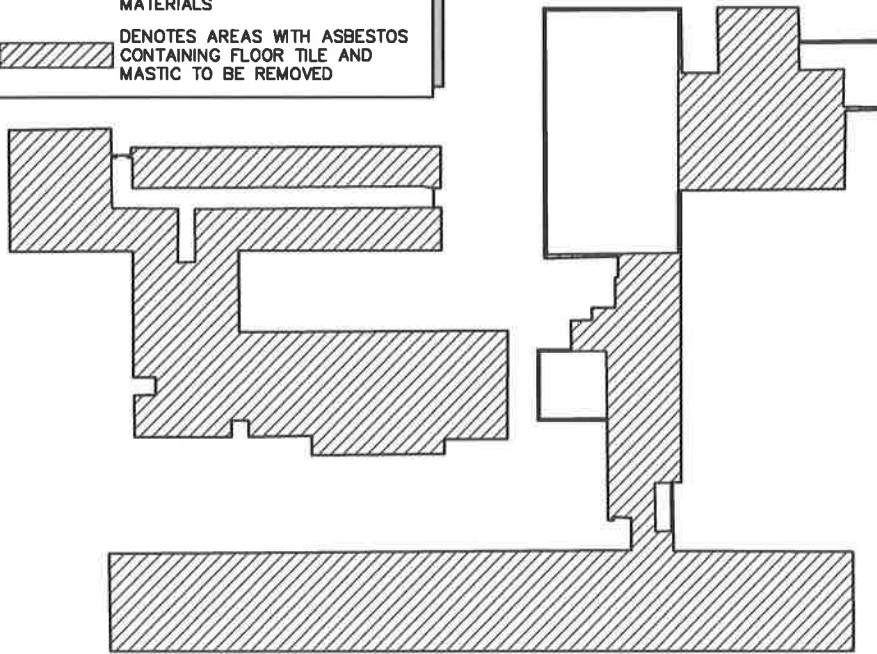
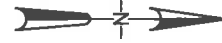
END OF SECTION

ATTACHMENT A

Asbestos Abatement Drawing

LEGEND

-  DENOTES AREAS WITH NO KNOWN ASBESTOS CONTAINING MATERIALS
-  DENOTES AREAS WITH ASBESTOS CONTAINING FLOOR TILE AND MASTIC TO BE REMOVED



HURTEL STREET

CITY OF MOBILE
P.O. BOX 1827
MOBILE AL 36633



ASBESTOS ABATEMENT
FORMER MAE FANES SCHOOL
1901 HURTEL STREET
MOBILE ALABAMA

PROJECT NO: 21-1101-0124

DATE: JUNE 2021

SECTION 01210

ALLOWANCES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Allowances will be utilized to:

1. Defer selection of certain items until more information is available.
2. Provide for discretionary installation of materials where exact and specific conditions cannot be determined in advance.
3. Provide for the discretionary use of labor where tasks and time frames cannot be determined in advance.

B. Include in Total Bid a stipulated lump sum allowance amount as specified in this Section.

1.3 ALLOWANCE

A. Include in the Total Base Quote a stipulated allowance(s) as indicated on the Quote Form for the use upon Owner's instruction. Upon Contractor inspection and Owner approval, any additional work that may be required, but not covered in the original Scope of Work (Base Scope Quote), shall be added to the scope and cost charged against the Contingency Allowance. Contractor's cost for products, delivery, installation labor, insurance, payroll, bonding, equipment rental and overhead and profit will be included in the Allowances. Contractor's markups on allowances are limited to 10% for subcontractor's work and 15% for his own forces.

B. Use of Contingency Allowance(s) shall be approved in writing by the Owner before any materials are ordered or work performed.

C. Upon completion of the Work, any unused portion of the Allowances shall be credited back to the City of Mobile in the form of a Change Order.

D. Contractor shall provide a detailed proposal of the work with overhead and profit broken out. Such proposals shall include proposals from subcontractors, also showing their detailed proposal with overhead and profit broken out.

1.4 SELECTION AND PURCHASE

- A. Advise the Program Coordinator when final selection and purchase of allowance item must be complete to avoid delay.

1.5 SUBMITTALS

- A. Submit invoices to show quantity delivered to the site for each allowance.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

3.1 INSPECTION

- A. Promptly inspect all Allowance items upon delivery. Immediately report any shortage, damage, or defects to Project Manager.

3.2 PREPARATION

- A. Coordinate materials and installation to assure that each item is integrated with related construction activities.

3.3 ALLOWANCE SCHEDULE

- A. Include as a Contingency Allowance the lump sum amount of **five thousand dollars and no cents (\$5,000.00)**.

END OF SECTION

SECTION 01220 UNIT PRICES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Measurement.
2. Payment.

1.3 UNIT PRICES

- A. Provide unit prices for items listed, for inclusion in Contract, guaranteed to apply for duration of Project as basis for additions to or deductions from Contract Sum.
- B. Actual quantities and measurements supplied or placed in the Work will determine payment.
- C. Payment includes full compensation for all required labor, Products, tools, equipment, services, and incidentals, and for erection, application, or installation of an item of the Work.

PART 2 PRODUCTS Not used

PART 3 EXECUTION

3.1 UNIT PRICE SCHEDULE

- A. **PROJECT DESCRIPTION:** 6 Feet Wood Fence and Two (2) Double Gates (Around Area the property as identified on Sheet XXX) Field Verify Location and Length. Footings: Terminal Wood posts 48" deep x 12"; Line Posts 42" x 10"; Concrete: 3000 PS
 1. Unit of measure: Field Verify
 2. Basis of payment:
 - a. Contract Sum to be based on quantities material provided and installed.
 - b. Adjustments to Contract Sum will be made based on actual quantity of items provided to owner.

END OF SECTION



CITY OF MOBILE, ALABAMA

CONSTRUCTION PLANS FOR MAE EANES SCHOOL DEMOLITION PROJECT NO. ME-0XX-21 1901 HURTEL STREET 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
NTS



Dorsey & Dorsey
Engineering

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: May 10, 2021

**MAE EANES SCHOOL DEMOLITION
1901 HURYEL STREET, MOBILE, ALABAMA
PROJECT NUMBER: ME-0XX-21**

Provide a wet demolition & remove the structures at the general address indicated above (see demolition plan this sheet), 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 backfill any depressions caused by the removals to maintain the existing positive grading of the land on the site. 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 documents.

The following are typical site removal requirements outside of the building structure footprint and within the construction limits:

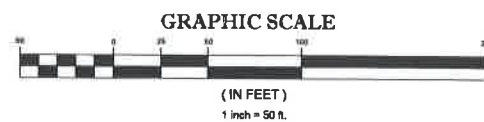
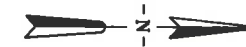
1. All pavement and curbing
2. All sidewalks
3. All lighting structures
4. All signage

Other instructions:

1. Sawcut edges of pavement and curb at the remaining edges.
2. Leave all storm drainage structures in place.
3. Retain and protect all trees unless approved otherwise by the Engineer or the City of Mobile.



SITE DEMOLITION PLAN



DORSEY JOB NUMBER: MOB-2021-02	DESIGNED BY: L. DORSEY, PE
ISSUE DATE: 05/10/2021	DRAWN BY: DORSEY
CAD FILE NAME: C101-MaeEanesDemo	CHECKED BY: S. DORSEY
REVISIONS/ISSUES:	DATE:

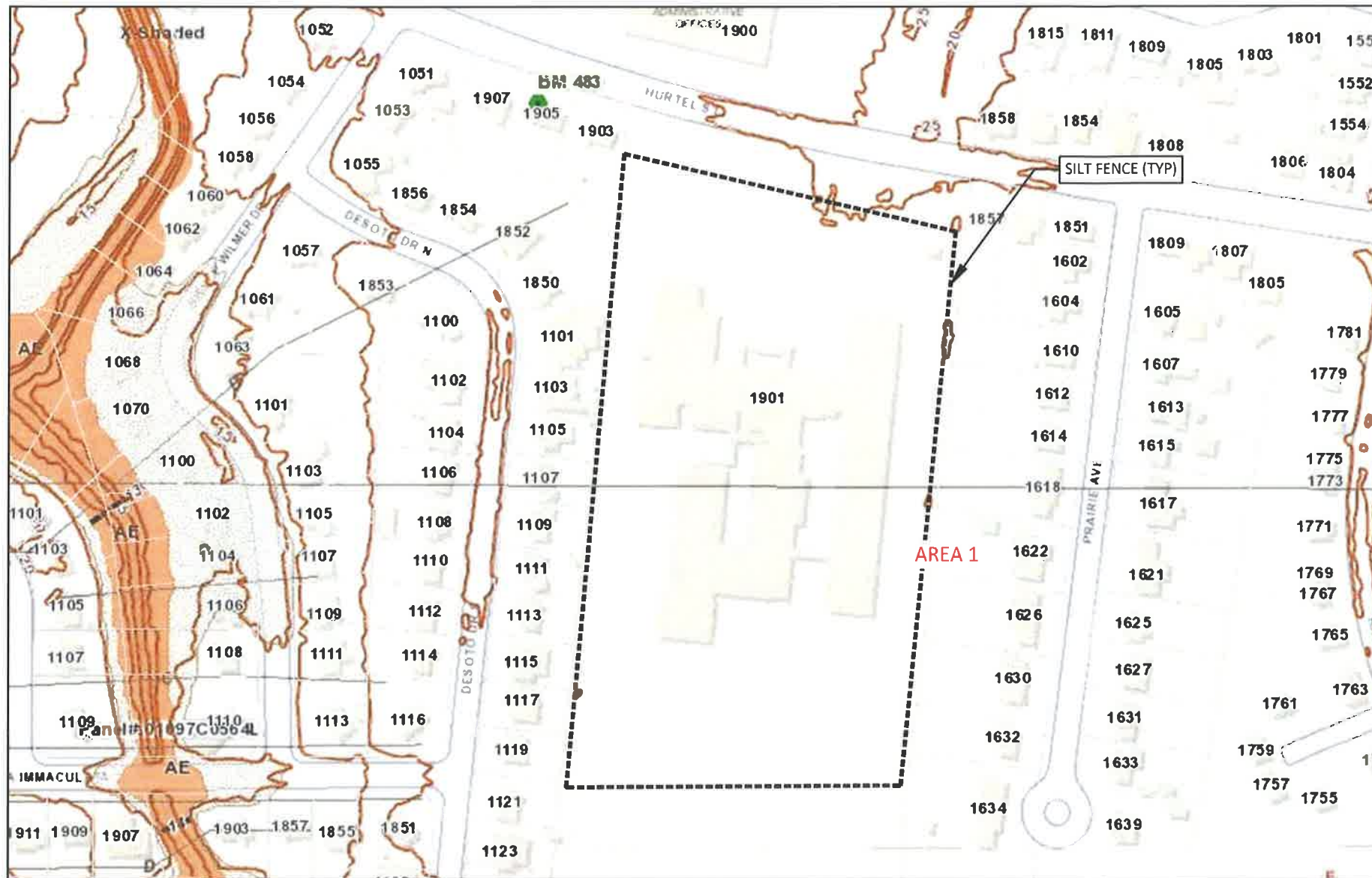


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Engineering
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MOBILE, ALABAMA 36609
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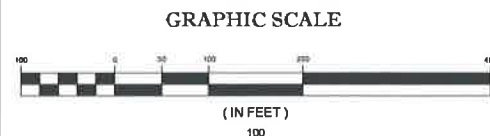
**MAE EANES SCHOOL
DEMOLITION
CITY OF MOBILE, ALABAMA**

SHEET DESCRIPTION & NUMBER:
**SITE
DEMOLITION
PLAN
C101**



BEST MANAGEMENT PLAN

- ### ENVIRONMENTAL CONTROLS
1. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR THE PROTECTION OF WATER QUALITY AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR SHALL SIZE, INSTALL, AND MAINTAIN ADEQUATE CONTROLS FOR THE SITE. REFER TO THE ALABAMA HANDBOOK FOR EROSION CONTROL, SEDIMENT CONTROL AND STORMWATER MANAGEMENT ON CONSTRUCTION SITES AND URBAN AREAS, LATEST EDITION.
 2. CONTRACTOR SHALL CONTACT CITY ENGINEERING DEPARTMENT VIA EMAIL AT LAND.DISTURBANCE@CITYOFMOBILE.ORG AT LEAST 24 HOURS PRIOR TO BEGINNING ANY WORK ON THIS SITE, TO SCHEDULE AN INITIAL ON-SITE BMP INSPECTION WITH THE APPROPRIATE CITY ENGINEERING INSPECTOR. FAILURE TO CONTACT THE CITY ENGINEERING DEPARTMENT PRIOR TO BEGINNING ANY WORK IS A VIOLATION OF THE STORM WATER MANAGEMENT AND FLOOD CONTROL ORDINANCE AND MAY INVOKE ENFORCEMENT ACTION IN THE FORM OF A MUNICIPAL OFFENSE TICKET.
 3. AT A MINIMUM, SILT FENCE AND/OR WATTLES MUST BE PLACED ALONG THE OUTER EDGES OF THE ACTIVE SITE TO PROTECT ANY DIRECT OR SEDIMENTATION FLOWS ONTO ADJACENT PROPERTIES OR INTO THE SURROUNDING STREETS AND INLETS.
 4. SYSTEM OF WATTLES OR OTHER DEVICES SHALL BE USED TO PROTECT ANY AREA OR CURB INLETS ON THE SITE.
 5. ALL CONTROLS MUST REMAIN IN PLACE UNTIL A STABILIZED SURFACE IS ESTABLISHED AND PROPER WITH PROPER GROUND COVER. ANY DISTURBED AREA(S) MAY NOT REMAIN DENUDED LONGER THAN 10 DAYS.
 6. THE CONTRACTOR IS RESPONSIBLE FOR DAILY INSPECTION AND CONTINUED MAINTENANCE OF EROSION CONTROL ELEMENTS.
 7. THE CONTROLS ARE ONLY SHOWN FOR A MINIMUM GUIDE FOR LOCATING THEM. THIS DOES NOT MINIMIZE THE REQUIREMENTS THAT BE NECESSARY WITH THE CONSTRUCTION ACTIVITIES.
 8. PROTECT TREES ON THE SITE SEE DETAIL ON SHEET C501.



DORSEY JOB NUMBER: MOB-2021-02	DESIGNED BY: L. DORSEY, PE
ISSUE DATE: 05/10/2021	DRAWN BY: DORSEY
CAD FILE NAME: C102-MoeEanesDemo	CHECKED BY: S. DORSEY
REVISIONS/ISSUES:	DATE:



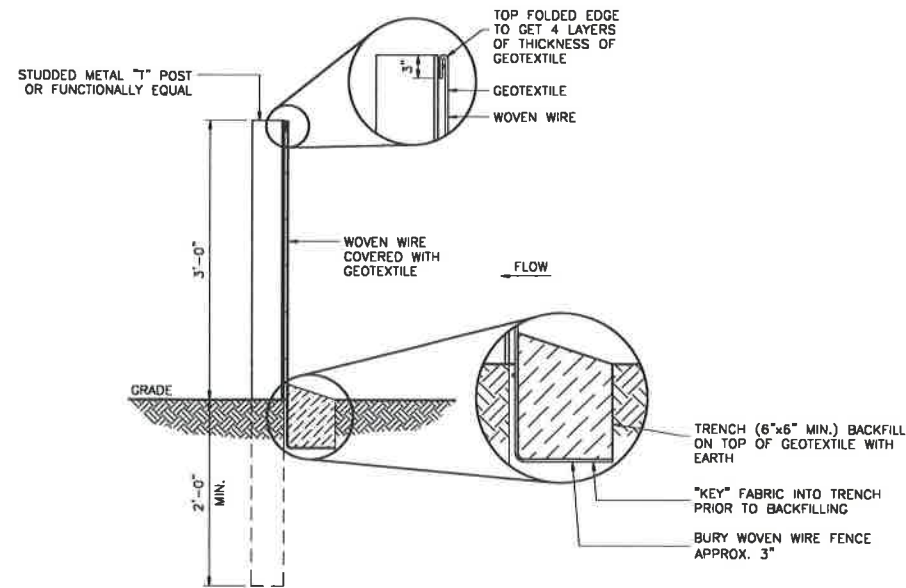
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**MAE EANES SCHOOL
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CITY OF MOBILE, ALABAMA**

SHEET DESCRIPTION & NUMBER
BEST
MANAGEMENT
PLAN
C102



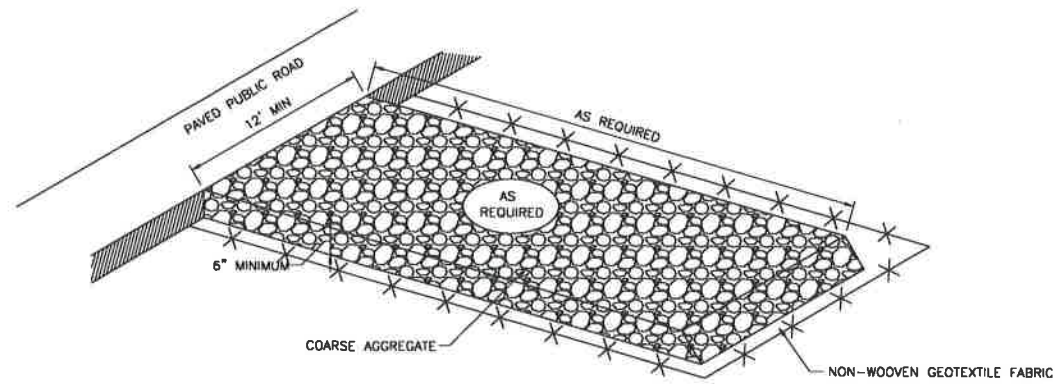
SILT FENCE DETAIL

NOT TO SCALE

NOTES:

(TYPE A) SILT FENCE SHALL BE USED IN AREAS WHERE FLOW IS 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.



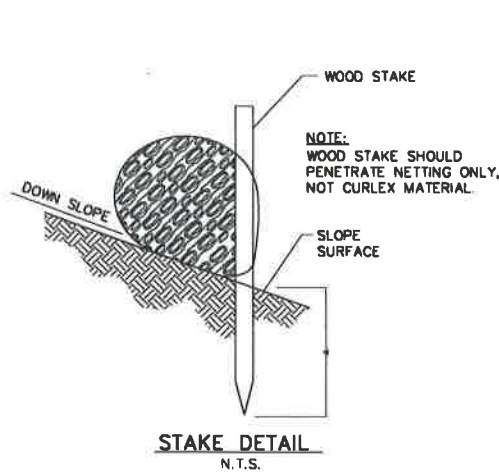
CONSTRUCTION EXIT PAD

NOT TO SCALE

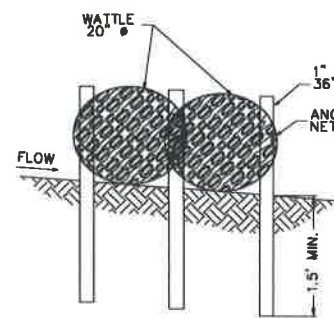
MAINTENANCE:

THE CONSTRUCTION EXIT SHALL BE MAINTAINED IN SUCH A WAY TO PREVENT THE MOVEMENT OF MUD INTO PUBLIC TRAVEL WAYS. AGGREGATE 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.

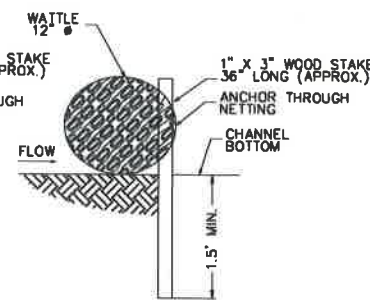
A WASH STATION SHALL BE ADDED TO THE CONSTRUCTION EXIT PAD. THE CONTRACTOR IS RESPONSIBLE FOR ASSURANCE THAT ALL MUD IS WASHED OFF ALL EQUIPMENT BEFORE LEAVING THE SITE. DISCHARGES FROM THE WASH DOWN STATION SHALL BE FREE OF SEDIMENT AND NOT CAUSE ADVERSE TURBIDITY IMPACTS IN RECEIVING WATERS. THE CONTRACTOR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



STAKE DETAIL
N.T.S.



STAKE DETAIL
N.T.S.



STAKE DETAIL
N.T.S.

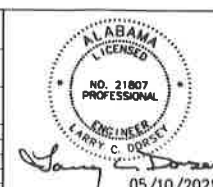
EXCELSIOR WATTLE DETAILS

NOT TO SCALE



GRAPHIC SCALE
(NONE)

DORSEY JOB NUMBER: MOB-2021-02	DESIGNED BY: L. DORSEY, PE
ISSUE DATE: 05/10/2021	DRAWN BY: DORSEY
CAD FILE NAME: C501-MaeEanesDemo	CHECKED BY: S. DORSEY
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**MAE EANES SCHOOL
DEMOLITION
CITY OF MOBILE, ALABAMA**

SHEET DESCRIPTION & NUMBER:
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.

3. TIMING

Sediment control structures shall be functional throughout earth disturbing 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.

4. SEDIMENT BARRIERS

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

5. WASTE DISPOSAL

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 system regulations.

6. MAINTENANCE

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 branches.

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 two to keep soil moist. less watering is needed once grass is 2 inches tall.

TYPICAL LAWN SEED MIXTURES

GRASS	PERCENT BY WEIGHT	FOR OVERALL SITE
COMMON BERMUDA GRASS	80%	(CYNODON DACTYLON)
ANNUAL RYEGRASS	20%	

SEEDING RATE
(LB./1000 SQ. FT.) 3

TABLE 1

4. SODDING

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 several 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:

1. SOIL PILES

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 or silt fence.

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.

1. PLANNING CONSIDERATIONS

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 capacity. 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 innovative 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 cleanup 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 a minimum depth of 12". After the stakes are in place, backfilled and compacted against the filter barrier.

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 roads.

CONSTRUCTION BEST MANAGEMENT PRACTICES PLAN (CBMPP) NOTES

CONSTRUCTION PHASE REQUIREMENTS:

1. GENERAL - During construction, the contractor 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, dirty surfaces.

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 CONTROL 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

construction plans).

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 around catch basins and drainage swales.

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 described by note.

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 guidelines below for additional information.

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 of individual doing inspection, date, and amount of last rainfall, practices inspected, practices maintained and/or repaired.

3.11. Contractor shall follow and adhere to erosion and sediment control notes and specifications shown in construction plans.

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 overflow causing waste materials to litter the site. Daily inspections of the site shall be completed to pick up and dispose of waste materials. Inspect stored material for loose packaging material. If found, re-fasten material or dispose of them properly.

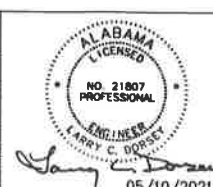
DUST CONTROL

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 least 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.



GRAPHIC SCALE
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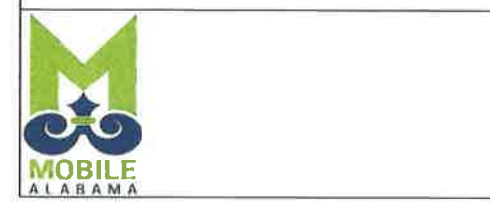
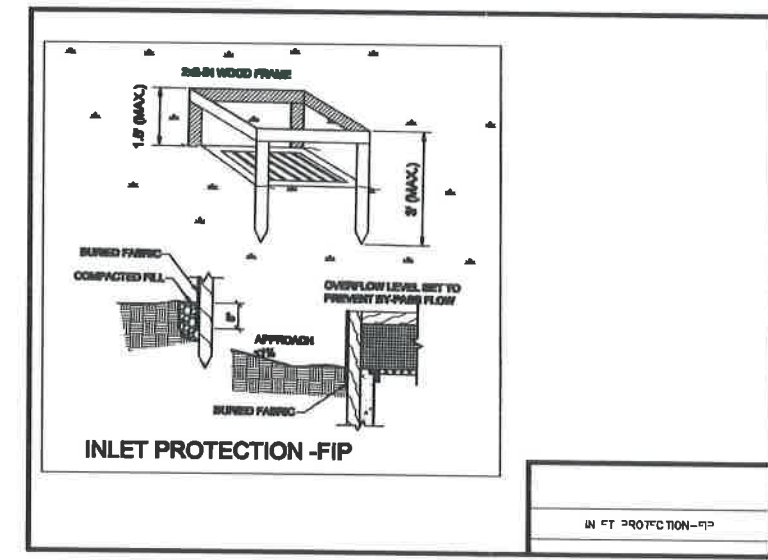
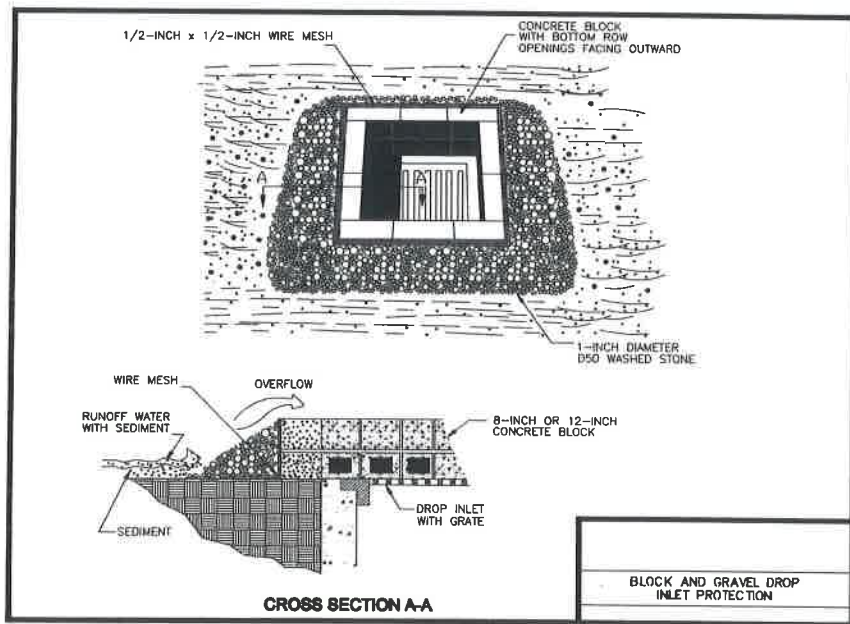
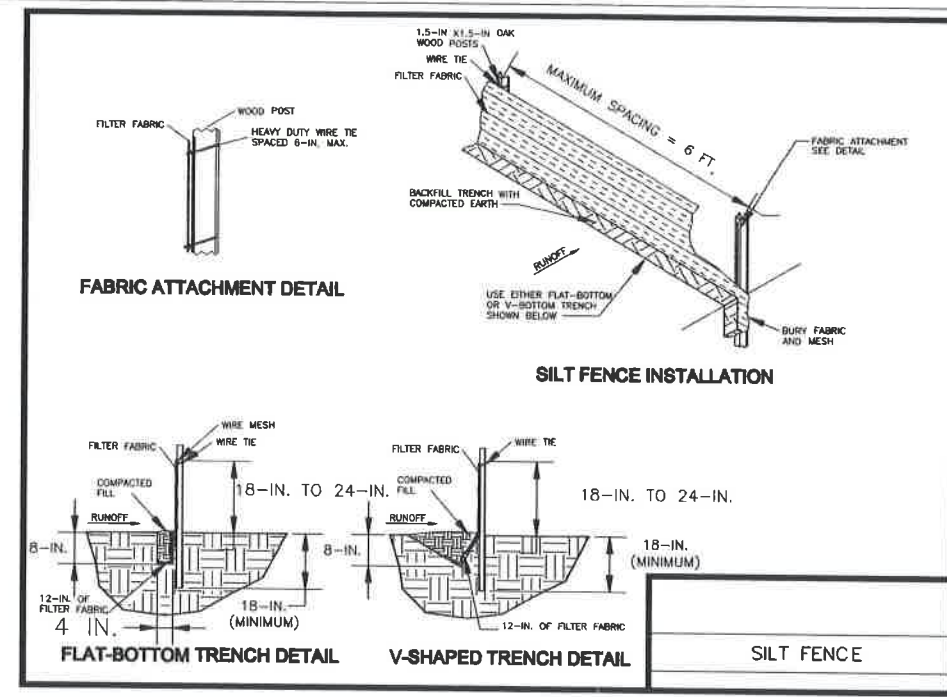
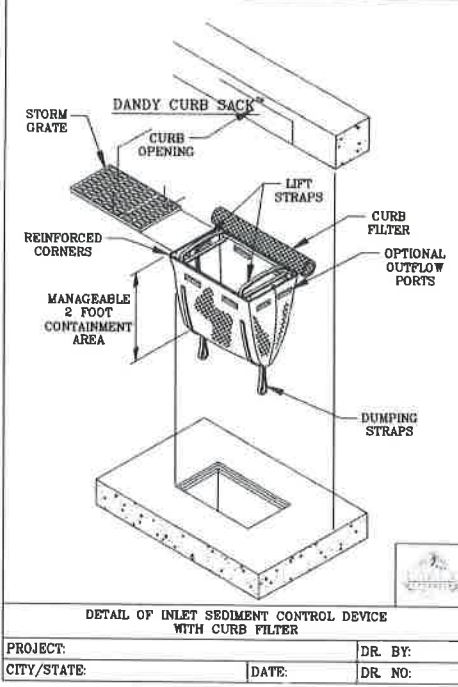
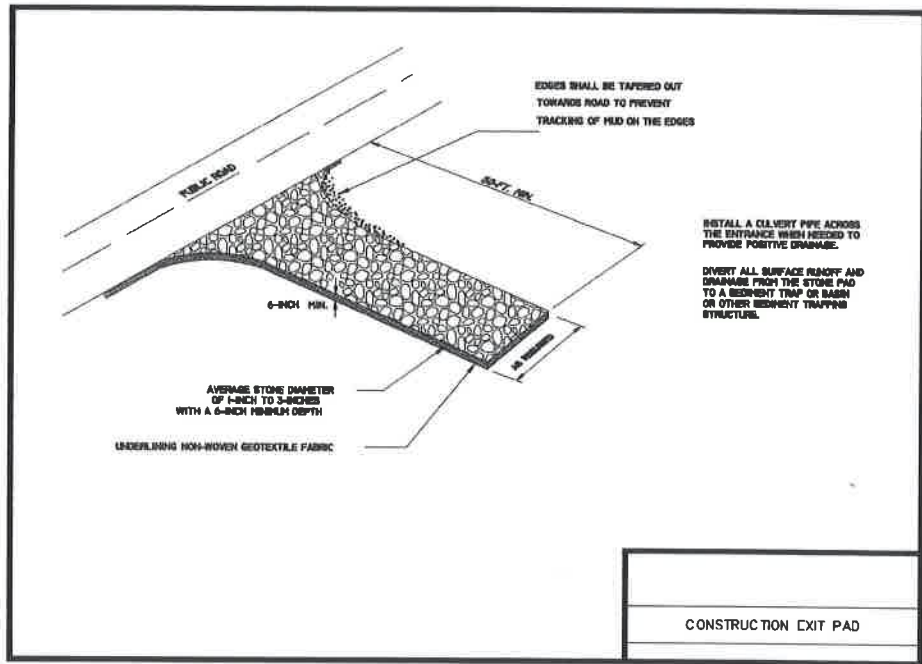
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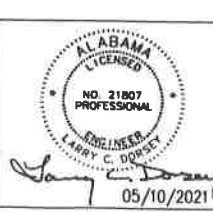
**MAE EANES SCHOOL
DEMOLITION
CITY OF MOBILE, ALABAMA**

SHEET DESCRIPTION & NUMBER:
**ENVIRONMENTAL
CONTROL
PLAN & DETAILS
C502**



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CITY OF MOBILE, ALABAMA

SHEET DESCRIPTION & NUMBER:
SUPPLEMENTAL ENVIRONMENTAL CONTROLS
C503

EXHIBIT – BB

SUPPLEMENTAL 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 $\frac{1}{4}$ 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

SUPPLEMENTAL 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
 2. 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: www.adem.state.al.us/LandDivision/Solid Waste/Reports/Landfill.htm
- 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



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General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Mae Eanes Middle School - Asbestos Abatement and Demolitions
1901 Hurtel Street
Mobile, Alabama 36605

THE OWNER:

(Name, legal status and address)

City of Mobile

P. O. Box 1827

Mobile, Alabama 36633-1827

THE ARCHITECT:

(Name, legal status and address)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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- 15 CLAIMS AND DISPUTES

mit.

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User Notes:

(1383218234)

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, Project Manual, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or

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the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site-site, as may be required. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 ~~Unless otherwise provided in the Contract Documents, the~~ The Owner shall furnish to the Contractor ~~one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2 up to ten copies of the drawings and specifications as required for Contractor's execution of the Work. Any additional sets of documents that the contractor desires for construction of the Project will be issued to contractor at actual printing and handling costs.~~

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 1.2.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

3.3.4 Three (3) days after the opening of the Bids, the Contractor shall furnish for written approval, an outline of the education, experience and character of the Contractor's project manager, superintendent and engineer. Any future substitution must have prior written approval of the Architect.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

3.4.4 The Contractor's or his Subcontractor's supervisors and workmen engaged on special work or skilled Work in any supervisory position or trade shall be qualified and have had sufficient education, training and experience as a recognized professional or master mechanic in such Work to perform it properly and satisfactorily as prescribed in the Contract Documents.

3.4.5 Any project manager, superintendent, engineer, foreman or workman employed by the Contractor or by a subcontractor who, in the sole opinion of the Architect, does not perform his Work in a proper and skillful manner or becomes party to disrespectful, intemperate, disorderly, intoxicated, or dishonest behavior, or uses foul language, fights, commits criminal act(s) falsifies records and construction, covers-up faulty Work or materials, does not comprehend or follow instructions, does not get along with the Architect or Owner's representative, or is otherwise objectionable, shall, at the written request by the Architect, be discharged 24 hours by the Contractor or Subcontractor employing such project manager, superintendent, engineer, foreman or workman, and shall not be employed again or any portion of the Work without the written consent of the Architect.

3.4.6 Should the Contractor fail to remove such person or persons specified in Article 3.4.5 hereinabove or fail to furnish suitable and sufficient machinery, equipment, materials or qualified labor force for the proper execution of the Work, the Architect may withhold all payments which are or may become due the Contractor or may suspend the Work until such orders are complied with.

3.4.7 Contractor shall abide by provisions of Section 14-1 and Section 14.2, Code of the City of Mobile, originally adopted December 10, 1991. Prohibiting Discrimination in Employment by Contractors, Subcontractors and Vendors performing Work and providing materials and supplies for the City of Mobile. A copy of said Code is located in the City's Projects Architectural Engineering Department. Certification of compliance with this requirement shall be made for all persons involved in the Work by the signature of the General Contractor on the Bid Form (Section 00410).

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS
PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure ~~and pay for the building permit as well as for City of Mobile building permit without cost, and shall secure and pay for~~ other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

3.7.1.1 The Contractor shall secure building and other permits customarily obtained from the City of Mobile at no cost.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

1. ~~Allowances~~ allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
2. Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
3. ~~Whenever~~ whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly within ten (10) business days after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals

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upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents ~~in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule,~~ with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action. Wherever Shop Drawings are required in these Specifications, Shop Drawings shall be submitted for approval before materials are fabricated. Drawings shall show complete details. The General Contractor shall check and approve them either in writing or by stamp before forwarding to the Architect. The Architect will mark copies "Approved" if correct; or "Approved As Noted" if only minor corrections are necessary. If major corrections are necessary they will be noted on the Shop Drawings and they will be returned to the Contractor for correction and resubmission. Submit four (4) copies for Architect's and Owner's use plus the number of copies the contractor requires for his own use.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor

shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity ~~that which~~ would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be

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liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

3.19 As applicable, the Contractor shall be responsible at the appropriate time during construction of the Project to have all permanent meters installed (electrical, water, gas, etc.) and all utilities connected prior to the time of Final Inspection. The Contractor shall pay all utilities costs until the Project is accepted by the City of Mobile.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number. "Architect" may also designate the Licensed Designer of the Project and may be an Engineer or Landscape Architect.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 ~~The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment.~~ (1) during construction (2) until all conditions necessary for the final completion and payment have been fulfilled and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 ~~Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, The apparent low bidder, within (3) days after bids are opened shall furnish~~ in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the ~~14 day~~ 14 day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. ~~If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.~~

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall may be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. ~~If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.~~

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

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§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. The total of all Change Orders on each contract shall not exceed ten percent (10%) of the contract price for each project and shall be subject to at least one of the following criteria:

1. Minor changes for a total monetary value less than required for competitive bidding under the State Competitive Bid Laws.
2. Changes for matters relatively minor and incidental to the original contract necessitated by unforeseen circumstances arising during the course of the Work.
3. Emergencies arising during the course of the Work on the Contract.
4. Changes or Alternates provided for in the original bidding where there is no difference in price on the Change Order from the original best bid on the Alternate.
5. Changes of relatively minor items not contemplated when the plans and specifications were prepared and the project was bid which are in the public interest.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

1. The change in the Work;
2. The amount of the adjustment, if any, in the Contract Sum; and
3. The extent of the adjustment, if any, in the Contract Time.
4. There shall be attached to each Change Order a signed statement from the Architect containing the following:
 - A. A statement of what the Change Order covers and who instituted the Change Order and why it is necessary or desired.
 - B. A statement setting forth the reasons for using the Change Order method rather than taking new competitive bids.
 - C. A statement that all prices have been reviewed and found reasonable, fair and equitable and recommending approval of the same.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes

in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall may be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount, allowance of 10% mark-up on Subcontractor's direct cost (actual cost of Labor & Materials) and 15% mark-up on a Contractor's direct (actual cost of Labor & Materials). In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, ~~whether incorporated or consumed; actually incorporated or consumed in the work;~~
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented ~~from by~~ the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be

reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE B TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

.1 No Work shall commence and no materials ordered until the Owner issues the written Notice to Proceed.

.2 The Work shall be commenced within ten (10) days of the date of a written Notice to Proceed.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner ~~pending mediation and arbitration;~~ Owner; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

8.4 LIQUIDATED DAMAGES

8.4.1 Time is the essence of the Contract. Any delay in the completion of the Work as provided for in the Contract Documents will cause inconvenience to the public and loss and damage to the Owner in interest, and in additional administrative, architectural, inspection, and supervision charges.

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Therefore, a time charge equal to \$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 30 days after the time 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 a penalty, but as liquidated damages sustained.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

.1 Unit Prices and Allowances, if stated in the Contract Documents, shall be identified within the Schedule of Values.

§ 9.3 APPLICATIONS FOR PAYMENT

~~§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the on the first of each month for Work done through the 25th of the preceding month, four (4) original, itemized Applications for Payment for Work completed in accordance with the accepted schedule of values, if required under Section 9.2, 9.2., for completed portions of the Work. Such application shall be notarized, if required, notarized and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors-subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents and documents as follows:~~

.1 Until the final payment is made, the Owner shall pay ninety-seven and one half percent (97.5%) of the amount due the Contractor on account of progress payments (note: the 2-1/2% retainage is calculated by withholding the first 5% of the first 50% of the work completed); and

.2 The Contractor shall provide documentation substantiating that test, inspections and approvals for portions of Work included in an Application for Payment and required by the Contract Documents, or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction were made at the appropriate time.

~~§ 9.3.1.1 As provided in Section 7.3.9, such Such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders. Work, which have been authorized and approved by properly executed Change Order(s).~~

~~§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay. Such applications may include requests for payment on account of changes in the Work, which have been authorized and approve by properly executed Change Order(s).~~

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

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§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the

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Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, Architect, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall may be extended appropriately and the Contract Sum shall may be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents. Work.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed

to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees. payment, (5) contractors Affidavit of Release of Liens, (6) separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers (7) written warranty on Contractor's letterhead covering materials and labor for one year, and (8) the advertisement of completion. The Contractor shall provide proof of publication of Advertisement of completion in a local newspaper for four (4) consecutive weeks, as required in Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama. The final 2.5% retained will not be paid until proof of publication is submitted and all written claims paid in full. This advertisement shall not begin until the City of Mobile has accepted the Project.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, Contractor, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall comply with all Federal, State and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest revision. Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- .4 The Contractor shall be responsible for damage done to buried cables and other utilities by its equipment and shall contact the appropriate offices prior to construction for information depth, etc., of utilities in the area.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss ~~(other than damage or loss insured under property insurance required by the Contract Documents)-loss~~ to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and ~~start-up~~ start-up, except to the extent that any such delay is attributable to the Contractor's objection to the persons or entities whom Owner shall have furnished to perform the task of removal of safe containment of such material or substance.

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~~§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.~~

~~§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances for materials or substances brought to the site by the Contractor regardless of whether such materials or substances were required by the Contract Documents.~~

~~§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.~~

~~§ 10.3.6 If, without negligence or wantonness on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify may reimburse the Contractor for all reasonable cost and expense thereby incurred.~~

§ 10.4 EMERGENCIES

~~In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall may be determined only as provided in Article 15 and Article 7.~~

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

~~§ 11.1.1 The Contractor shall purchase from and maintain in 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 and completed operations under the Contract and for which the Contractor may be legally liable, whether such 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:~~

- ~~1. Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;~~
- ~~2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;~~
- ~~3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;~~
- ~~4. Claims for damages insured by usual personal injury liability coverage;~~
- ~~5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;~~
- ~~6. 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;~~
- ~~7. Claims for bodily injury or property damage arising out of completed operations; and~~
- ~~8. Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.~~

~~The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the Owner named as an additional insured. Contractor shall submit a Certificate of Insurance and a supplemental Attachment for Certificate of Insurance 25-2 (7/90), AIA Document G715, Insurance companies listed as the "Companies Affording Coverage"~~

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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 Resident Agent of Alabama, with the Resident Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

1. Workmen's Compensation and Employer's Liability Insurance: - Statutory-amount and coverage as required by law of place in which the Work is performed.

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 |

3. The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations) for limits of liability not less than:

- | | | |
|----|------------------------------------|--------------------------------------------------------|
| A. | Bodily Injury | \$1,000,000 each person
\$1,000,000 each occurrence |
| B. | Property Damage | \$1,000,000 each occurrence; or |
| C. | Bodily Injury &
Property Damage | \$1,000,000 combined single limit |

4. Such comprehensive policy shall include the following:

- | | |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A. | All liability of the Contractor, for the Contractor's Direct Operations. |
| B. | Subcontractor's Operations. |
| C. | Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract. |
| D. | Contractual Liability, meaning thereby: any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically Items 11.1.1.8.3G herein below |
| E. | Broad Form Property damage Coverage, including Completed Operations. |
| F. | Personal Injury Liability, with employee's exclusions removed. |
| G. | The Contractor shall indemnify and save harmless the Owner against all loss, cost, or damaged on account of injuries to persons or property occurring in the performance of the Contract, including all reasonable attorney's fees incurred by the Owner, on account thereof. |
| H. | Explosion and Collapse Hazard:
Included or <input checked="" type="checkbox"/> Not Applicable. |
| I. | Underground Hazard:
Included or <input checked="" type="checkbox"/> Not Applicable. |

5. The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry until the Contract is completed. Comprehensive Automobile Liability Coverage for Bodily Injury and property Damage 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:

- | | | |
|----|------------------------------------|--------------------------------------------------------|
| A. | Bodily Injury | \$1,000,000 each person
\$1,000,000 each occurrence |
| B. | Property damage | \$1,000,000 each occurrence; or |
| C. | Bodily Injury &
Property damage | \$1,000,000 combined single limit |

6. Excess Liability: \$2,000,000 limit

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7. Builder's Risk Coverage. The Contractor shall carry for the Owner, himself, and all Subcontractor's a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrications or erection of any equipment.

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

9. The ACCORD™ Certificate must be signed or countersigned by a 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

§ 11.1.2 The insurance required by Section 11.1.1 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.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' 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 as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. 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.

§ 11.1.4 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~~ 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.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 ~~Unless otherwise provided, the Owner~~ The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy 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 without optional ~~deductibles~~ deductibles (See 11.1.1 Supplement Builder's Risk Coverage). 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 required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 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, earthquake, flood, 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.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the ~~Owner-Contractor~~ shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

~~§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.~~

~~§ 11.3.2 BOILER AND MACHINERY INSURANCE~~

~~The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.~~

~~§ 11.3.3 LOSS OF USE INSURANCE~~

~~The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.~~

~~§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.~~

~~§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.~~

~~§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable~~

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conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

~~§ 11.3.7 WAIVERS OF SUBROGATION~~

~~The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.~~

~~§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.~~

~~§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.~~

~~§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.~~

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 ~~The Owner shall have the right to require the Contractor to~~ Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract ~~thereunder.~~

§ 11.4.2 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.

11.4.3. The Labor and Material Payment Bond and Performance Bond shall each be for one hundred percent (100%) of the Contract price if the Contract Price is greater than \$10,000.00

1. Cost of the bonds shall be included in the bid.
2. Bonds shall be submitted with the executed agreement on provided form(s).

3. Power of Attorney is required for both bonds.
4. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
5. A Surety licensed to do business in the State of Alabama must execute the bonds.
6. Each bond must be signed or countersigned by a Resident Agent of the State of Alabama.
7. 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.
8. 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.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

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§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15-4.

State of Alabama.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

13.2.3 No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public

authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.5.7 Test, inspections or approvals made in addition to the Architects normal design and contract administration services caused by the Contractor shall be paid for by the Contractor. The normal service schedule is contained in Article 2.8.1 of AIA B102-2007 as amended by the Owner and is available to Contractor on request.

13.5.8 The Contractor must call the Urban Development Department of the City of Mobile for their inspections and approval at the times required by the Urban Development Department, as well as notify the Architect, Consulting Engineer, and/or Test Laboratory, for inspection and approval of sub-grade conditions, under slab and footing Conditions, vapor barrier placement, reinforcing steel placement, all structural connections, electrical, mechanical, etc. None of the above will be accepted that have been covered up before receiving approval of the Architect or his Consultant.

§ 13.6 INTEREST

~~Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

13.8 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

13.8.1 As between the Owner and Contractor:

1. Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;

2. Between Substantial Completion and Final Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to the final payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all event not later than the date of issuance of the final Certificate for Payment; and
3. After Final Payment. As to acts or failures to act occurring after the relevant date of the final Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any Warranty provided under Section 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Section 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Section 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

13.9 SUBSTITUTION OF MATERIALS AND EQUIPMENT

13.9.1 Whenever a material, article or piece of equipment is identified on the Drawings or in the Specifications by reference to manufacturer's or vendor's names, trade names, catalog numbers, or the like, it is so identified for the purpose of establishing a standard, and any material, article, or piece of equipment of other manufacturers or vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or piece of equipment so proposed is, in the opinion of the Architect, of equal substance, appearance and function. It shall not be purchased or installed by the Contractor without the Architect's written approval.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

1. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
2. An act of government, such as a declaration of national emergency that requires all Work to be stopped;
3. Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
4. The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages executed.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

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§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall ~~may~~ be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, ~~along with reasonable overhead and profit on the Work not executed-termination.~~

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. ~~Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes acting with due diligence, reasonable should have first recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Architect and the other party.~~

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. ~~Work giving rise to such claim.~~ Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- 1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- 2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been

rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The ~~Initial Decision Maker Architect~~ will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the ~~Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, Architect reasonably concludes that,~~ it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; ~~therefore;~~ and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, ~~if the parties fail to resolve their dispute through mediation, to binding dispute resolution.~~

§ 15.2.6 ~~Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.~~

§ 15.2.6.1 ~~Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall not be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 ~~The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in~~

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writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

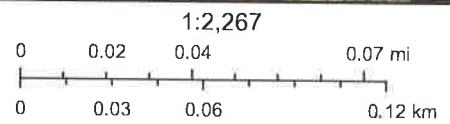
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Parcel Details

Address



NUISANCE ABATEMENT

1901 HURTEL STREET

MEPC / DW



NUISANCE ABATEMENT

1901 HURTEL STREET

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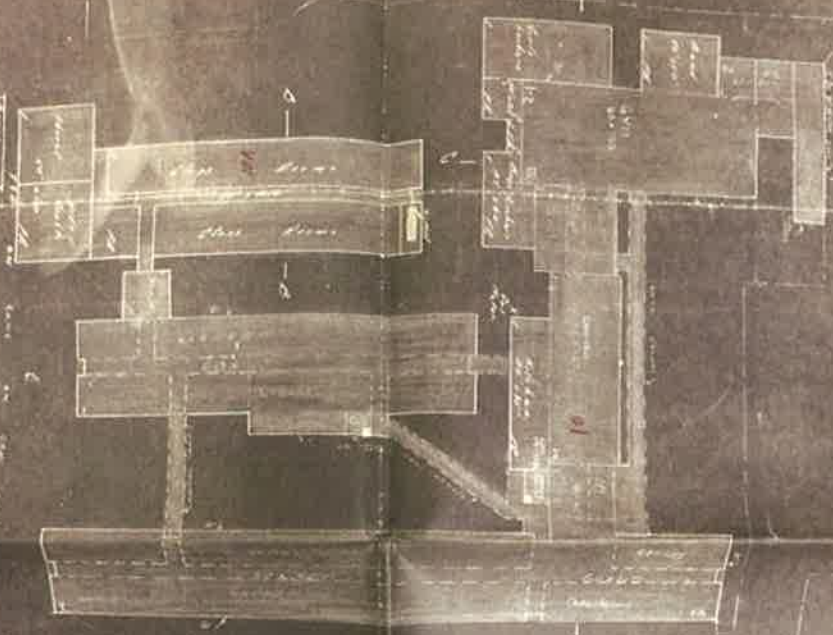
NUISANCE ABATEMENT

1901 HURTEL STREET

MEPC / DW



HURTEL ST
1801



LOCATION NO. 01 - 225

FRANK E. HIGGINS

1801 HURTEL ST

ST. LOUIS, MISSOURI

DATE	1941
BY	FRANK E. HIGGINS
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APPROVED BY	
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PROJECT NO.	
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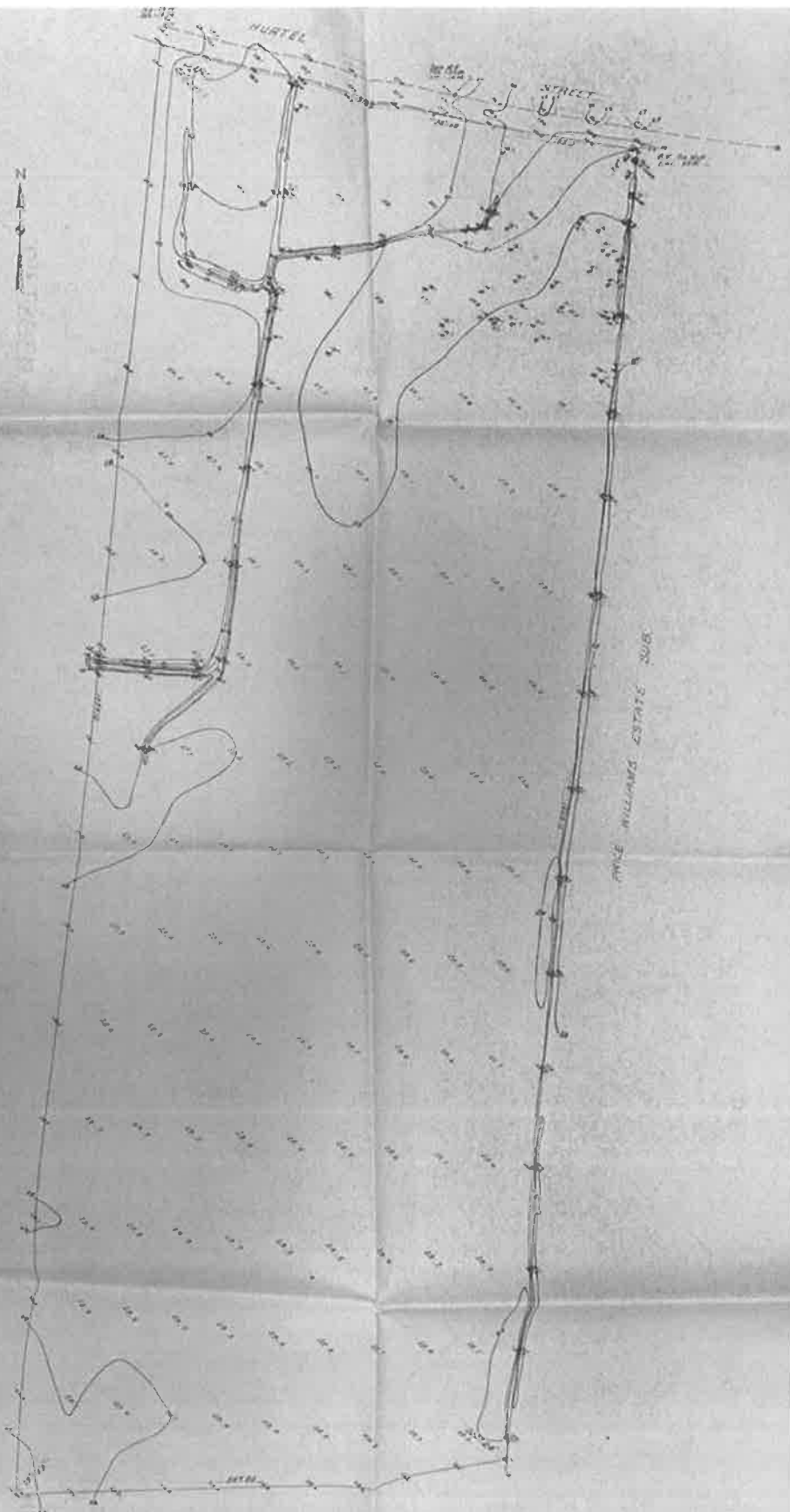
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PAUL WILLIAMS ESTATE 2018

BELLE COUR SUBDIVISION

TOPOGRAPHIC MAP
OF SCHOOL ROAD
PROPERTY

1986 ENCLOSURE 10

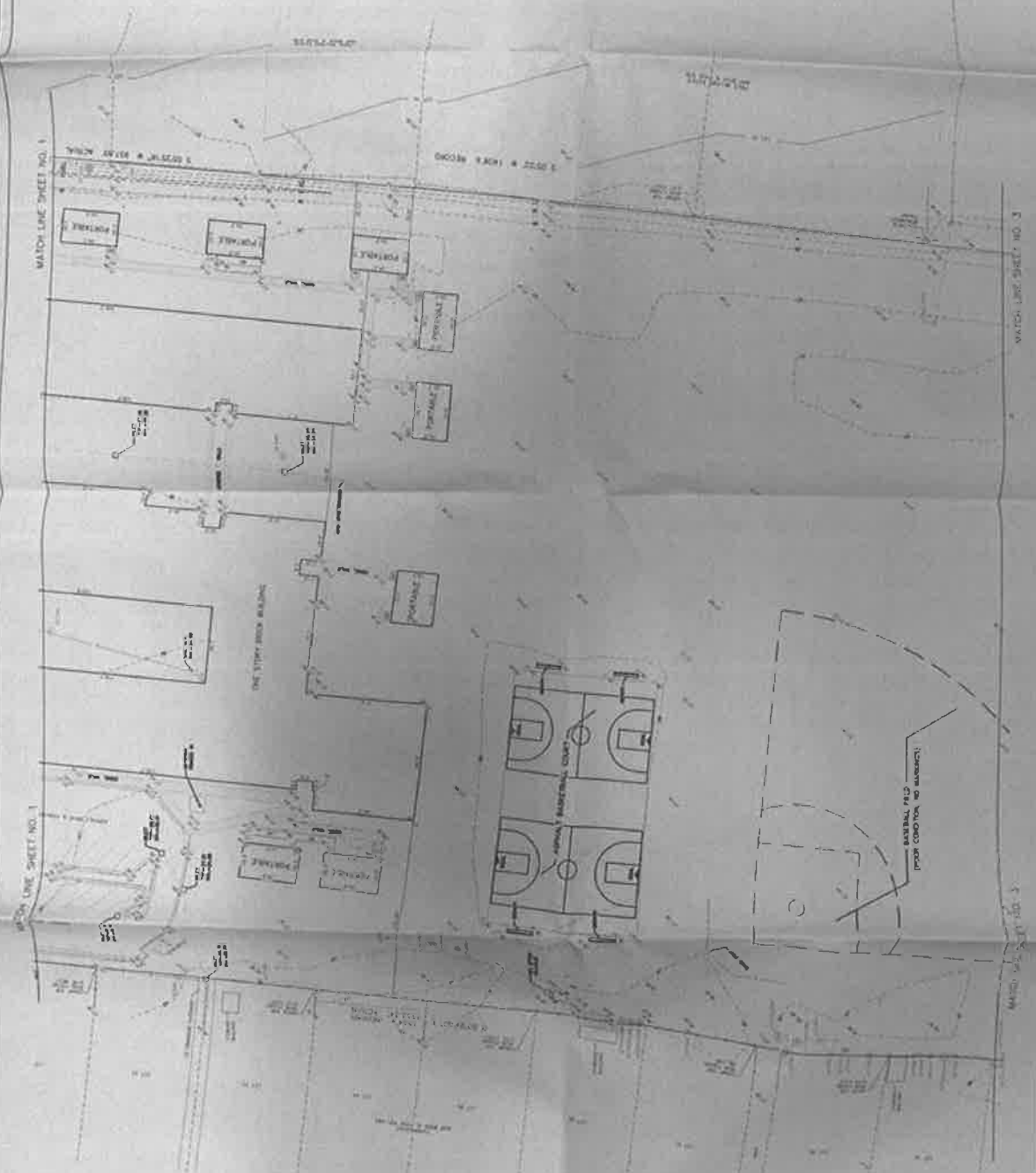




SITE MAP



NO.	DESCRIPTION	DATE	BY
1	PRELIMINARY	10/15/04	J. W. COLEMAN
2	REVISED	11/15/04	J. W. COLEMAN
3	REVISED	12/15/04	J. W. COLEMAN
4	REVISED	01/15/05	J. W. COLEMAN
5	REVISED	02/15/05	J. W. COLEMAN
6	REVISED	03/15/05	J. W. COLEMAN
7	REVISED	04/15/05	J. W. COLEMAN
8	REVISED	05/15/05	J. W. COLEMAN
9	REVISED	06/15/05	J. W. COLEMAN
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WATCH LINE SHEET NO. 1

WATCH LINE SHEET NO. 3

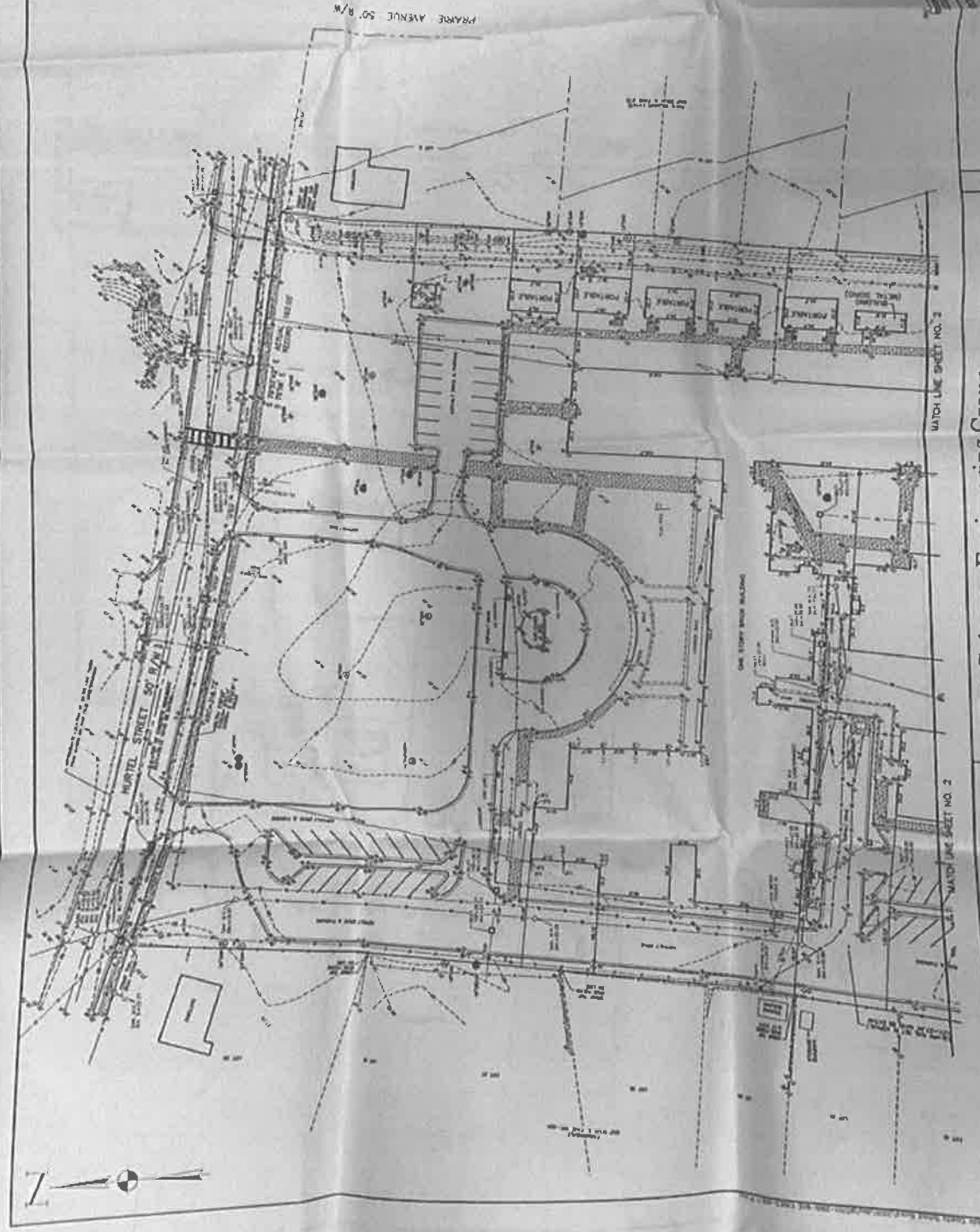
15-25

DESIGN & TOPOGRAPHIC SURVEY
OF
JAMES MOBILE SCHOOL
SECTION 3, TOWNSHIP 27N, RANGE 10E, MOBILE COUNTY, ALABAMA

DR. WILLIAM WARD WELLS
MOBILE, ALABAMA
PHONE (205) 433-4451
FAX (205) 433-4452

The Coleman Engineering Group
of
McCormy Williams
ENGINEERS ARCHITECTS

DATE: 01/15/13
DRAWN BY: JWC
CHECKED BY: JWC
SCALE: AS SHOWN



MATERIALS	
1. CONCRETE	AS PER SPECIFICATIONS
2. REINFORCING BARS	AS PER SPECIFICATIONS
3. BRICK	AS PER SPECIFICATIONS
4. BLOCK	AS PER SPECIFICATIONS
5. GYPSUM BOARD	AS PER SPECIFICATIONS
6. ROOFING	AS PER SPECIFICATIONS
7. PAINT	AS PER SPECIFICATIONS
8. FINISH FLOORING	AS PER SPECIFICATIONS
9. GLASS	AS PER SPECIFICATIONS
10. METAL	AS PER SPECIFICATIONS
11. MECHANICAL	AS PER SPECIFICATIONS
12. ELECTRICAL	AS PER SPECIFICATIONS
13. PLUMBING	AS PER SPECIFICATIONS
14. HEATING	AS PER SPECIFICATIONS
15. AIR CONDITIONING	AS PER SPECIFICATIONS
16. SANITARY	AS PER SPECIFICATIONS
17. FURNITURE	AS PER SPECIFICATIONS
18. SIGNAGE	AS PER SPECIFICATIONS
19. LANDSCAPING	AS PER SPECIFICATIONS
20. UTILITIES	AS PER SPECIFICATIONS



PRARIE AVENUE 50' R/W

HURTEL STREET 50' R/W

MATCH LINE SHEET NO. 3

MATCH LINE SHEET NO. 2

NOTICE TO CONTRACTOR

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES AND THE STATE OF ALABAMA.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES INFORMATION AND RECORDS FROM THE LOCAL AUTHORITIES AND THE STATE OF ALABAMA.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SURVEYING INFORMATION AND RECORDS FROM THE LOCAL AUTHORITIES AND THE STATE OF ALABAMA.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDS FROM THE LOCAL AUTHORITIES AND THE STATE OF ALABAMA.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDS FROM THE LOCAL AUTHORITIES AND THE STATE OF ALABAMA.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDS FROM THE LOCAL AUTHORITIES AND THE STATE OF ALABAMA.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDS FROM THE LOCAL AUTHORITIES AND THE STATE OF ALABAMA.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDS FROM THE LOCAL AUTHORITIES AND THE STATE OF ALABAMA.

9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDS FROM THE LOCAL AUTHORITIES AND THE STATE OF ALABAMA.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDS FROM THE LOCAL AUTHORITIES AND THE STATE OF ALABAMA.

PROJECT & TOPOGRAPHIC SURVEY
OF
DAVIS MIDDLE SCHOOL
MOBILE COUNTY, ALABAMA

SECTION 145-214, MOBILE COUNTY, ALABAMA

DATE: 1-1-2007

SCALE: 1"=20'

PROJECT NO. 07-0000

SHEET 1 OF 3

The Coleman Engineering Group
of
McCroy Williams
ENGINEERS ARCHITECTS

88 NORTH PARK WEST
 MOBILE, ALABAMA
 PHONE (334) 776-4508
 FAX (334) 776-4522

PROJECT NO.	07-0000
SECTION	145-214, MOBILE COUNTY, ALABAMA
DATE	1-1-2007
SCALE	1"=20'
SHEET	1 OF 3

E-Verify



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 Signature	Date
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	
Company Facility Address:	
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:	
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State: •	

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

Name:		Fax Number:	
Telephone Number:			
E-mail Address:			

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, _____, Inc., hereinafter called the Principal, and _____, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, Alabama 36633**, hereinafter called the Owner, in the penal sum of **AMOUNT and 00/100 Dollars (\$000,000.00)** for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the ____ day of _____, 2020, entered into between the Principal and the City of Mobile to furnish all labor, material, equipment and insurance and perform all Work required to complete **Mae Eanes Middle School-Asbestos Abatement and Demolition; ME-055-21**, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

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
Neighborhood Development
P.O. Box 1827
Mobile, Alabama 36633
251-208-6291

LABOR AND MATERIAL PAYMENT 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, NAME, Inc., as Principal, and _____, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, Alabama 36633** (hereinafter called the "Obligee") in the penal sum _____ and 00/100 Dollars (\$000,000.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 202__, (hereinafter called the "Contract") to furnish all labor, material, equipment and insurance and perform all work required to complete **Mae Eanes Middle School-Asbestos Abatement and Demolition**, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED**, however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint _____ **Attorney-In-Fact**, as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2020.

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
Neighborhood Development
P.O. Box 1827
Mobile, Alabama 36633
251-208-6291

DRAFT AIA® Document A101™ - 2017

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

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

«City of Mobile »
«P. O. Box 1827 »
«Mobile, Alabama 36633-1827 »
« »

and the Contractor:
(Name, legal status, address and other information)

« »
« »
« »
« »
«City of Mobile Business License Number: »
«Secretary of State Registration Number: »

for the following Project:
(Name, location and detailed description)

«Church Street Cemetery — Hurricane Repairs — West Wall Repairs
106 South East 401 Government Street
Mobile, Alabama 36602
— CE 046-21
Increase and upgrade existing lighting to LED Repairs to wall damaged by Hurricane
Reth, Various Public Works Facilities Hurst Street Armory — Emergency
Generators Wall and Window Repairs—
«Traffic Engineering Department: 852 Gayle Street
Electrical Department: 854 Gayle Street
Public Works Garage: 270 Gayle Street
Hurst Street Armory: 1000 Hurst Street and
Public Buildings Warehouse: 850 Owens Street—
«PW 050 20MX 032 19
Repairs to the interior walls and interior and exterior repairs to the windows to
alleviate moisture intrusion and repair finishes Removal and replacement of site lighting,
additional lighting installation, and hardscape repairs to address potential ADA issues
repairs Provide emergency generators for two locations and install generators at five
locations.»

The Architect/Architect:
(Name, legal status, address and other information)

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.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

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«Architectural Engineering Department Dell Consulting LLC» «»
City of Mobile
Architectural Engineering Department
Andrew W. Mourin, P.E.
Government Plaza
205 Government Street
Mobile, Alabama 36602 «P.O. Box 1827813 Downtowner Boulevard, Suite D»
«Mobile, Alabama 36633-182709»
«»

The Owner and Contractor agree as follows.



Field Code Changed

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.)

The date of this Agreement.

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.)

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[~~X~~] Not later than ~~One Hundred and Twenty-Sixty-Nine~~ (~~126090~~) calendar days from the date of the Notice to Proceed for commencement of the Work.

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[~~■~~] By the following date: ~~■~~

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 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. The Contract Sum shall be ~~and 00/100 Dollars~~ ~~and 00/100 Dollars~~ (\$ ~~00~~ ~~00~~), subject to additions and deductions as provided in the Contract Documents.

Base Bid: \$
Contingency Allowance: \$ ~~35,000.00~~
Total Contract Sum: \$

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Re-set two (2) existing flag poles & furnish and install thirteen (13) flag pole cleat covers, per the Bid Documents	

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§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
Contingency Allowance: Three thousand dollars 5,000.00 and 00/100 Dollars (15,000.00 000.00)	

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- A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
- B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
- C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
- D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
- E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any: (Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

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Item

Units and Limitations

Price per Unit (\$0.00)

1. Provide all historic and modern materials, labor, tools, equipment, and cleaning supplies necessary to disassemble and rebuild the historic masonry wall from grade to cap, per the design, a complete	L.F.	
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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 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™-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;
 - .2 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;

Field Code Changed

- .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;
- .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.~~

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§ 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, including 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.

Field Code Changed

§ 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
- .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; and
- 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 1, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that () has completed the contract for () ~~Various Public Works Facilities Hurler Street Armory Church Street Cemetery Emergency Generator Wall and Window Repair Hurricane Repair West Wall Repair (PW 050-20CE-046-2) MX-032-10, 106 South Scott 1900 Hurler Street, Traffic Engineering Department, 852 Gayle Street, Mobile, Alabama 36605; Electrical Department, 854 Gayle Street, Mobile, Alabama 36605; Public Works Garage, 770 Gayle Street, Mobile, Alabama, 36605; Hurler Street Armory, 1900 Hurler Street, Mobile, Alabama 36605; and Public Buildings Warehouse, 860 Owens Street, Mobile, Alabama, 36605. 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 located.

Field Code Changed

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

0%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer/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

§ 6.2 Binding Dispute Resolution

For any Claim, ~~subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017,~~ the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201-2017

Litigation in a court of competent jurisdiction

Other *(Specify)*

~~If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in 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, if 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 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)

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«Director, Architectural Engineering 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™-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 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:

1. Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
4. Claims for damages insured by usual personal injury liability coverage;
5. Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6. 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;
7. Claims for bodily injury or property damage arising out of completed operations; and
8. Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

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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

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

3. 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:

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- A. Bodily Injury \$1,000,000 each person
- B. Property Damage \$1,000,000 each occurrence
- C. Bodily Injury and Property Damage \$1,000,000 each occurrence; or
- Property Damage \$1,000,000 combined single limit

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4. Such comprehensive policy shall include the following:

- A. All liability of the Contractor, for the Contractor's Direct Operations.
- B. Subcontractor's Operations.
- C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
- D. General Aggregate Limit shall apply on a "Per Project" Basis.
- E. Contractual Liability, meaning thereby, any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but 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.
- I. Underground Hazard:
Included or X Not Applicable.

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5. The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contract 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:

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- A. Bodily Injury \$1,000,000 each person
\$1,000,000 each occurrence
- B. Property damage \$1,000,000 each occurrence; or,
- C. Bodily Injury and Property damage \$1,000,000 combined single limit

6. Umbrella/Excess Liability: \$2,000,000 combined single limit each occurrence for bodily injury and/or property damage

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7. 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 construction, fabrication or erection of any equipment. 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 construction, fabrication or erection of any equipment.

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A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy 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

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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.

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 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.

8. 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 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.

11. "In Rem" endorsement.

11.2. 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. 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.

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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™-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.

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.

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. 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.
6. 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.

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§ 8.6 Notice in electronic format, pursuant to Article I of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document 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.)

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~~Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this contract or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement. Indemnification. 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 threatened actions) arising from or in connection with Contractor's~~

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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.

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§ 8.7 Other provisions:

«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, unless otherwise specified. 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.»

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-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™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

«»

.63 Drawings

Number	Title	Date
SD-1.0	Wear Wall Repair Erosion Control Plan & Details	6/23/2021
A-1.0	Hardscape Site Plan & Notes	
A-1.1	Hardscape Details & Notes	
D-1.0	Erosion Control Plan & Details	
A-1.0	Hardscape Site Plan & Notes	
A-1.1	Hardscape Details & Notes	

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.64 Specifications

Section	Title	Date
DIVISION 1	GENERAL REQUIREMENTS	
DIVISION 1	GENERAL REQUIREMENTS	
Section 01010	Summary of the Work	7/6/2020
Section 01210	Allowances	6/23/2021
Section 01220	Unit Prices	6/23/2021
Section 01330	Submittal Procedures	6/23/2021
Section 01400	Pre-Bid Qualifications & Construction Quality Requirements	6/23/2021
Section 01625	Substitution Procedures	6/23/2021
Section 01700	Execution Requirements	6/23/2021
Section 01731	Cutting and Patching	6/23/2021
Section 01739	Project Record Documents	7/1/2020
DIVISION 2	SITE WORK	8/17/2020
Section 02070	Selective Demolition	6/23/2021
DIVISION 3		
DIVISION 11		
DIVISION 16	ELECTRICAL	

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.75 Addenda, if any:

Number	Date
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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.

.86 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
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§ 9.2

Supplementary and other Conditions of the Contract:

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Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:

(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 bidding 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.)

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BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A
	Supplier Diversity Subcontracting and Major Supplier Plan
	DBE Subcontracting & Major Supplier Plan
	DBE 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

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Performance Bond
 Labor and Material Payment Bond
 E-Verify Documentation (Sample)
 Application and Certificate for Payment-AIA Document G702 and G703

with DBE Utilization Report
 with DBE Utilization Report
 Certificate of Substantial Completion-AIA Document G704
 Contractor's Affidavit of Payment of Debts and Claims-
 AIA Document G706
 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, mortar, etc., shall be properly contained and disposed of.

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§ 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.

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§ 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.

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§ 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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This Agreement entered into as of the day and year first written above.

City of Mobile
City of Mobile

-Legal Name of Party to Contract-

Contractor:

OWNER (Signature)

~~William S. Stimpson, Mayor~~

William S. Stimpson, Mayor
(Printed name and title)

CONTRACTOR (By Signature)

~~-----~~

(Printed name and title)

ATTEST:

City Clerk

Clerk

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 _____ as _____ of _____ 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 _____, 20____.

NOTARY PUBLIC
My Commission Expires: _____

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EXHIBIT 3

City of Mobile Insurance Requirements Contractor

Insurance – 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	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee
 3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.
- B. Comprehensive General Liability Insurance:
1. 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.

CERTIFICATE 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).**

Waiver of Subrogation - 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

Primary Insurance - 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.

Notice of Cancellation - 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.

Certificates of Insurance - General - 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.



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(ies) 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).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				EACH OCCURRENCE \$ 1,000,000
<input type="checkbox"/>	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Each Occurrence) \$ 1,000,000
<input checked="" type="checkbox"/>	Contractual Liability						MED EXP (Any one) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
<input type="checkbox"/>	POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 1,000,000
	AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				PRODUCER COMP/OP AGG \$ 1,000,000
<input checked="" type="checkbox"/>	ANY AUTO						COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000
<input type="checkbox"/>	ALL OWNED AUTOS						BODILY INJURY (Per person) \$
<input type="checkbox"/>	HIRED AUTOS						BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	NON-OWNED AUTOS						\$
<input checked="" type="checkbox"/>	UMBRELLA LIAB	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				EACH OCCURRENCE \$ 1,000,000
	EXCESS LIAB	<input type="checkbox"/>	<input type="checkbox"/>				AGGREGATE \$ 1,000,000
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	<input checked="" type="checkbox"/>				E.L. EACH ACCIDENT \$
	Professional Liability	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project Name:

Project Number:

City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employer's Liability. 30 Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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TO OWNER City of Mobile
 P. O. Box 1827
 Mobile, Alabama 36633-1827

PROJECT: _____
 APPLICATION NO: _____
 PERIOD TO: _____
 PROJECT NO: _____

FROM CONTRACTOR: _____ VIA ARCHITECT: _____

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

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.

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.

1. ORIGINAL CONTRACT SUM \$ _____
2. Net change by Change Orders \$ _____
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ _____
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ _____
5. RETAINAGE:
 - a. _____% of Completed Work \$ _____
 (Column D + E on G703)
 - b. _____% of Stored Material \$ _____
 (Column F on G703)
 Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ _____
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ _____
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ _____
8. CURRENT PAYMENT DUE \$ _____
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ _____

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, 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 \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
 ARCHITECT: _____

By: _____ Date: _____
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

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

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

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:
 PERIOD TO:
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)						
GRAND TOTALS									

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



AIA[®] Document G704[™] – 2000

Certificate of Substantial Completion

PROJECT: <i>(Name and address)</i>	PROJECT NUMBER: /	OWNER: <input type="checkbox"/>
	CONTRACT FOR: General Construction	ARCHITECT: <input type="checkbox"/>
	CONTRACT DATE:	CONTRACTOR: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i>	TO CONTRACTOR: <i>(Name and address)</i>	FIELD: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty	Date of Commencement
-----------------	-----------------------------

_____	_____	_____
ARCHITECT	BY	DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$0.00

The Contractor will complete or correct the Work on the list of items attached hereto within Zero (0) days from the above date of Substantial Completion.

_____	_____	_____
CONTRACTOR	BY	DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at _____ (time) on _____ (date).

_____	_____	_____
OWNER	BY	DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)



AIA[®] Document G706[™] – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: <i>(Name and address)</i>	ARCHITECT'S PROJECT NUMBER:	OWNER: <input type="checkbox"/>
		ARCHITECT: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i>	CONTRACT FOR: General Construction	CONTRACTOR: <input type="checkbox"/>
	CONTRACT DATED:	SURETY: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

STATE OF:
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment Yes No

CONTRACTOR: *(Name and address)*

BY: _____
(Signature of authorized representative)

(Printed name and title)

The following supporting documents should be attached hereto if required by the Owner:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A).

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

 **AIA**® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i>	ARCHITECT'S PROJECT NUMBER:	OWNER: <input type="checkbox"/>
	CONTRACT FOR: General Construction	ARCHITECT: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i>	CONTRACT DATED:	CONTRACTOR: <input type="checkbox"/>
		SURETY: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:



AIA[®] Document G707[™] – 1994

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 Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

on bond of
(Insert name and address of Contractor)

, SURETY,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the
Surety of any of its obligations to
(Insert name and address of Owner)

, CONTRACTOR,

as set forth in said Surety's bond.

, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

Attest:
(Seal):

(Printed name and title)

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
REQUIREMENTS

INDEX TO DOCUMENTS

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Exhibit A

**FEDERAL CONDITIONS
SUPPLEMENT FOR ALL CDBG CONTRACTS AND AGREEMENTS**

The money for this contract has been provided to the City of Mobile by the U.S. Department of Housing and Urban Development (HUD), and this federal involvement imposes certain requirements and restrictions on the Contractor. Among these are compliance with the Davis-Bacon Act, Copeland Act, OMB Circular A-102, non-discrimination and equal opportunity laws and Executive Orders, record retention, access to records by HUD employees, and frequency of audits. It is the responsibility of the Contractor to become knowledgeable of all such requirements.

City and Contractor agree to abide by the following provisions, as applicable:

1) Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contracts and subgrants in amounts in excess of \$100,000 shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

Contractors and subcontractors agree:

- a. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- b. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
- c. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of an communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA list of Violating Facilities;
- d. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

2) Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333)

Where applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of

the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

3) Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c)

All contracts and subcontracts in excess of \$2,000 for construction or repair awarded by contractors and subcontractors shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.

4) Davis-Bacon Act, as amended (40 U.S.C. 276a to 276a-5)

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-5) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation, and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

5) Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration’s List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension,” as set forth at 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

6) Drug-Free Workplace Requirements

The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 24 CFR part 24, subpart F.

7) Equal Employment Opportunity

Contractor shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375. "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 42 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

During the performance of the contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the municipality setting forth the provisions of the non-discrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the property Owner, advising the labor union of workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246 amended as of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or the Secretary of Housing and Urban Development, pursuant thereto, and will permit access to his books, records, and accounts by the property owner, the City, the Secretary of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- f. In the event of the Contractor's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts or Federally funded construction contracts in accordance with the procedures authorized in Executive Order 11246 of September 24, 1965, and other such sanctions may be imposed and remedies involved as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the property owner may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

In addition to the federal EEO requirements above, Contractor agrees that its employees and agents shall not discriminate against any person in employment or public accommodation because of race, religion, color, creed, gender identity, sex, national origin, sexual orientation, mental or physical disability, marital status, or age. "Employment" shall include but not be limited to hiring, accepting, registering, classifying, promoting, or referring to employment. "Public accommodation" shall include but not be limited to providing goods, services, facilities, privileges, and advantages to the public.

8) Lobbying and Influencing Federal Employees; Prohibited Interest

- a. No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.
- c. No member, officer, or employee of the City, or its designees or agents and no other public official of such localities who exercises any functions or responsibilities with respect to the program during his tenure and for one year thereafter, shall have any interest (direct or indirect) in any contract or subcontract of the proceeds thereof, for work to be performed in connection with the project assisted under this contract.

- d. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

9) Non-segregated Facilities

The federally-assisted construction contractor certifies that he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that he will retain such certifications in his files.

10) Section 3 of the Housing and Urban Development Act of 1968

Contractor agrees to comply with Section 3 requirements, the regulations set forth in 24 CFR 135, and to include the following language in all subcontracts executed under this Agreement:

- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- d. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (24 U.S.C. 450e) also applies the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

11) Women and Minority Owned Business Enterprises

Contractor shall use its best efforts to afford minority and women-owned business enterprises (at least fifty-one (51) percent owned and controlled by minority group members or women) the maximum practicable opportunity to participate in the performance of this contract.

12) Federal Labor Provisions Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this contract pursuant to the provisions applicable to such Federal assistance.

- A. **1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 12150140).

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 12150140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs 1(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not express as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for meeting the obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 12150140).

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime

contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of five years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the times described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 12150140 and 12150017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 12150149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5(a)(3)(i) and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject to the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the

entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provision of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than the full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert into any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; Debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10.(i) Certification of Eligibility. By entering into this contract, the contractor certifies that neither it (nor he) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions," provides in part: "Whoever, for the purpose of ...influencing in any way the action of such Administration...makes, utters or publishes any statement knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceeds, or Testimony of Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of this contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he is employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such work week.

(2) **Violation; Liability for unpaid wages; Liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractors responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. **Health and Safety.** The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

- (1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926, and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 et seq.
- (3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

13) Access and Maintenance of Records

The contractor must maintain all required records for five years after final payments are made and all other pending matters are closed.

At any time during normal business hours and as frequently as deemed necessary, the contractor shall make available to the City of Mobile's Community Planning and Development Department, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcriptions from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

14) Civil Rights Provisions

As applicable, the contractor and subcontractors agree to comply with:

a. Title VI of the Civil Rights Act of 1964 as amended

Title VI, codified at 42 U.S.C. 2000(d), prohibits racial discrimination by recipients of federal funds as follows: No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

b. Title VIII of the Civil Rights Act of 1968 as amended

Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Act of 1988, which is codified at 42 U.S.C. 3604, prohibits discriminating against persons in the sale or rent of a dwelling based on disability. Discrimination includes a refusal to make

reasonable accommodations in rules and policies, which such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling.

c. Section 109 of Title I of the Housing and Community Development Act of 1974 as amended

Section 109 is codified at 42 U.S.C. 5309 and provides that no person shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with CDBG funds.

d. Americans with Disabilities Act of 1990 as amended

The Americans with Disabilities Act of 1990, as amended, prohibits private employers, state and local governments, employment agencies, and labor unions from discriminating against qualified individuals with disabilities in job application procedures, hiring, firing, advancement, compensation, job training, and other terms, conditions, and privileges of employment. The ADA covers employers with 15 or more employees, including state and local governments.

e. Section 504 of the 1973 Rehabilitation Act

The Subcontractor agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally-assisted program. The City shall provide the contractor with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

f. Age Discrimination Act of 1975

This prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance.

g. Executive Order 11063

This Executive Order signed by President Kennedy “prohibits discrimination in the sale, leasing, rental, or other disposition of properties and facilities owned or operated by the federal government or provided with federal funds.”

Attachments (Samples)

- Equal Employment Opportunity poster
- Federal Labor Standards Provisions (HUD 4010)
- Davis-Bacon poster
- Request for Wage Determination (Form 308 DOL)
- Payroll (WH-347 DOL)
- Wage Decision
- Section 3 Summary Report (HUD 60002)
- Contractor and Subcontractor Activity (HUD 2516)

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

"General Decision Number: AL20210092 01/01/2021

Superseded General Decision Number: AL20200092

State: Alabama

Construction Type: Building
BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories)

County: Mobile County in Alabama

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/01/2021

* ASBE0078-001 09/30/2019

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 27.50	14.10

BOIL0108-001 03/01/2018

	Rates	Fringes
BOILERMAKER.....	\$ 30.07	22.71

ELEC0505-002 09/01/2019

	Rates	Fringes
ELECTRICIAN.....	\$ 27.34	3%+8.61

ENGI0653-017 10/01/2016

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Bulldozer.....	\$ 25.45	12.08
Crane.....	\$ 27.30	12.08

* PLUM0119-001 09/01/2020

	Rates	Fringes
PLUMBER.....	\$ 30.35	11.16

SHEE0441-009 07/01/2017

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation).....	\$ 21.00	12.78

SUAL2015-020 08/02/2017

	Rates	Fringes
BRICKLAYER.....	\$ 19.81	0.00

CARPENTER, Includes Form Work....	\$ 18.16	0.00
CEMENT MASON/CONCRETE FINISHER....	\$ 16.00	0.00
IRONWORKER, REINFORCING.....	\$ 22.86	7.94
IRONWORKER, STRUCTURAL.....	\$ 19.73	1.15
LABORER: Common or General.....	\$ 11.94	0.00
LABORER: Mason Tender - Brick....	\$ 11.00	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.16	0.00
LABORER: Pipelayer.....	\$ 12.58	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 21.07	11.78
OPERATOR: Forklift.....	\$ 20.69	0.00
OPERATOR: Grader/Blade.....	\$ 17.52	0.89
OPERATOR: Loader.....	\$ 14.69	0.00
OPERATOR: Roller.....	\$ 14.00	1.78
PAINTER (Brush and Roller).....	\$ 15.41	0.00
PAINTER: Spray.....	\$ 14.31	0.00
PIPEFITTER.....	\$ 20.78	5.04
ROOFER.....	\$ 13.61	0.00
SPRINKLER FITTER (Fire Sprinklers).....	\$ 21.50	0.00
TILE SETTER.....	\$ 15.86	0.00
TRUCK DRIVER: Dump Truck.....	\$ 13.18	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of

the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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" END OF GENERAL DECISION

Equal Employment Opportunity is **THE LAW**

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 01/31/2015

NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>		ADDRESS			OMB No.: 1235-0008 Expires: 01/31/2015	
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION		PROJECT OR CONTRACT NO.		

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
			OT	OR	ST	HOURS WORKED EACH DAY							FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS		
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(e)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement
We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

Date _____

I, _____ (Name of Signatory Party) _____ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the _____ (Contractor or Subcontractor)

_____ (Building or Work); that during the payroll period commencing on the

_____ day of _____, and ending the _____ day of _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full _____ (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

CITY OF MOBILE CERTIFICATION

**MAE EANES MIDDLE SCHOOL
ASBESTOS ABATEMENT AND DEMOLITION
1901 HURTEL STREEL
MOBILE, ALABAMA 36605**

PROJECT NUMBERS: ME-055-21



CITY OF MOBILE

CERTIFICATION OF SPECIAL CONDITIONS FOR CDBG CONTRACTS

In accordance with the applicable statutes and the regulations governing the special conditions for Community Development Block Grant Contracts, the Primary Contractor;

_____ certifies that they shall:

- Comply with all applicable special conditions for CDBG contracts as contained in the contract.
- Insert appropriate provisions in all sub-contracts covering work under this contract to ensure compliance by sub-contractors.
- Be responsible for the submission of affidavits required of subcontractors there under except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.
- Not enter into any sub-contract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

Signature

as Authorized Official of _____
(insert company)

Date _____

Title _____

Company _____

**CERTIFICATION OF CONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R.12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any other of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION OF BIDDER

Name (Bidder): _____
Address: _____

1. Bidder has participated in a previous contract or subcontract subject to the EEO Clause:
 Yes No

2. Compliance reports were required to be filed in connection with such contract or subcontract: Yes No

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
 Yes No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? Yes No

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Date _____

CERTIFICATION OF CONTRACTOR REGARDING SEGREGATED FACILITIES

Name of Prime Contractor: _____

Project Name and Number: _____

The undersigned hereby certifies that:

- (a) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Date

CERTIFICATION OF SECTION 3 AFFIRMATIVE ACTION PLAN

(Prime Contractor) [For Prime Contracts that exceed \$100,000]

Herein, _____, Contractor, agrees to implement the following specific affirmative action steps directed at increasing the utilization of Section 3 Residents' and Section 3 Business Concerns within the City of Mobile.

- a) To ascertain from the locality's CDBG Program official the exact boundaries of the Section 3 Covered Project Area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- b) To attempt to recruit from within the City the necessary individuals to fill employment opportunities generated by Section 3 covered assistance through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area and providing preference for these opportunities in the following order:
 - 1) Section 3 Residents residing in the service area or neighborhood in which the Section 3 covered project is located; and
 - 2) Other Section 3 Residents.
- c) To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and a vacancy exists.
- d) To insert this Section 3 Affirmative Action Plan in all bid documents for contracts over \$100,000, and to require all bidders on subcontracts over \$100,000 to submit a Section 3 Affirmative Action Plan, including utilization goals and the specific steps planned to accomplish these goals.
- e) To insure that subcontracts over \$100,000 which are typically let on a negotiated rather than bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- f) To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- g) To notify Section 3 residents and Section 3 business concerns about economic opportunities generated by Section 3 covered assistance and to award Section 3 covered contracts, to the greatest extent feasible, to Section 3 business concerns in the following order of preference:
 - 1) Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located; and
 - 2) Other Section 3 business concerns.
- h) To notify potential contractors about Section 3 requirements of this part, and incorporating the Section 3 clause in all solicitations and contracts.

- i) To facilitate the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns undertaking activities to reach the numerical goal established by HUD.
- j) To cooperate in obtaining the compliance of contractors and subcontractors with the requirements of Section 3.
- k) To submit reports to City and HUD on the results of actions taken to provide training, jobs and contracts to Section 3 residents and Section 3 business concerns.
- l) To appoint an executive official of the company or agency as Equal Employment Opportunity Officer to coordinate the implementation of this Section 3 Affirmative Action Plan.
- m) To document utilization of Section 3 Employees on the covered project by having new employees, (including those of all subcontractors) from the Section 3 Area, complete the Section 3 Income Worksheet as provided by the City.
- n) To complete a Section 3 Utilization Report and submit said report to City, HUD, or their designee prior to final payment for the covered project; This report will list all Section 3 Employees documented on the Section 3 Income Worksheets.
- o) To maintain records, including copies of correspondence, income verification memoranda, etc., which document that all levels of the above affirmative action steps have been taken.

CONTRACTOR CERTIFICATION

As officers and representative of: _____ (Name of Contractor)

On behalf of the Company, I have read and fully agree to the Section 3 Affirmative Action Plan, and become a party to the full implementation of this program.

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Date _____

Part II: Contracts Awarded

1. Construction Contracts:

A. Total dollar amount of all contracts awarded on the project	\$
B. Total dollar amount of contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving contracts	

2. Non-Construction Contracts:

A. Total dollar amount all non-construction contracts awarded on the project/activity	\$
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving non-construction contracts	

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

- Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
- Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
- Other; describe below.

Public reporting for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, mandates that the Department ensures that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very-low income persons, particularly those who are recipients of government assistance housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as self-monitoring tool. The data is entered into a database and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.

Form HUD-60002, Section 3 Summary Report, Economic Opportunities for Low- and Very Low-Income Persons.

Instructions: This form is to be used to report annual accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any **public and Indian housing programs** that receive: (1) development assistance pursuant to Section 5 of the U.S. Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to **recipients of housing and community development assistance in excess of \$200,000** expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards); (2) housing construction; or (3) other public construction projects; and to **contracts and subcontracts in excess of \$100,000** awarded in connection with the Section-3-covered activity.

Form HUD-60002 has three parts, which are to be completed for all programs covered by Section 3. Part I relates to **employment and training**. The recipient has the option to determine numerical employment/training goals either on the basis of the number of hours worked by new hires (columns B, D, E and F). Part II of the form relates to **contracting**, and Part III summarizes recipients' **efforts** to comply with Section 3.

Recipients or contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons.* A recipient of Section 3 covered assistance shall submit one copy of this report to HUD Headquarters, Office of Fair Housing and Equal Opportunity. Where the program providing assistance requires an annual performance report, this Section 3 report is to be submitted at the same time the program performance report is submitted. Where an annual performance report is not required, this Section 3 report is to be submitted by January 10 and, if the project ends before December 31, within 10 days of project completion. **Only Prime Recipients are required to report to HUD. The report must include accomplishments of all recipients and their Section 3 covered contractors and subcontractors.**

HUD Field Office: Enter the Field Office name .

1. Recipient: Enter the name and address of the recipient submitting this report.
2. Federal Identification: Enter the number that appears on the award form (with dashes). The award may be a grant, cooperative agreement or contract.
3. Dollar Amount of Award: Enter the dollar amount, rounded to the nearest dollar, received by the recipient.
- 4 & 5. Contact Person/Phone: Enter the name and telephone number of the person with knowledge of the award and the recipient's implementation of Section 3.
6. Reporting Period: Indicate the time period (months and year) this report covers.
7. Date Report Submitted: Enter the appropriate date.

8. Program Code: Enter the appropriate program code as listed at the bottom of the page.
9. Program Name: Enter the name of HUD Program corresponding with the "Program Code" in number 8.

Part I: Employment and Training Opportunities

Column A: Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e. supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of "Other" includes occupations such as service workers.

Column B: (Mandatory Field) Enter the number of new hires for each category of workers identified in **Column A** in connection with this award. New hire refers to a person who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column C: (Mandatory Field) Enter the number of Section 3 new hires for each category of workers identified in **Column A** in connection with this award. Section 3 new hire refers to a Section 3 resident who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column D: Enter the percentage of all the staff hours of new hires (Section 3 residents) in connection with this award.

Column E: Enter the percentage of the total staff hours worked for Section 3 employees and trainees (including new hires) connected with this award. Include staff hours for part-time and full-time positions.

Column F: (Mandatory Field) Enter the number of Section 3 residents that were trained in connection with this award.

Part II: Contract Opportunities

Block 1: Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project/program that were awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Block 2: Non-Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Part III: Summary of Efforts – Self -explanatory

Submit one (1) copy of this report to the HUD Headquarters Office of Fair Housing and Equal Opportunity, at the same time the performance report is submitted to the program office. The Section 3 report is submitted by January 10. Include only contracts executed during the period specified in item 8. PHAs/IHAs are to report all contracts/subcontracts.

* The terms "low-income persons" and very low-income persons" have the same meanings given the terms in section 3 (b) (2) of the United States Housing Act of 1937. **Low-income persons** mean families (including single persons) whose incomes do not exceed 80 percent of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that

The Secretary may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of the Secretary's findings such that variations are necessary because of prevailing levels of construction costs or unusually high- or low-income families. **Very low-income persons** mean low-income families (including single persons) whose incomes do not exceed 50 percent of the median family income area, as determined by the Secretary with adjustments or smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

This report is to be completed by grantees, developers, sponsors, builders, agencies, and/or project owners for reporting contract and subcontract activities of \$10,000 or more under the following programs: Community Development Block Grants (entitlement and small cities); Urban Development Action Grants; Housing Development Grants; Multifamily Insured and Noninsured; Public and Indian Housing Authorities; and contracts entered into by recipients of CDBG rehabilitation assistance.

Contracts/subcontracts of less than \$10,000 need be reported only if such contracts represent a significant portion of your total contracting activity. Include only contracts executed during this reporting period.

This form has been modified to capture Section 3 contract data in columns 7g and 7l. Section 3 requires that the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. Recipients using this form to report Section 3 contract data must also use Part I of form HUD-60002 to report employment and training opportunities data. Form HUD-2516 is to be

completed for public and Indian housing and most community development programs. Form HUD-60002 is to be completed by all other HUD programs including State administered community development programs covered under Section 3.

A Section 3 contractor/subcontractor is a business concern that provides economic opportunities to low- and very low-income residents of the metropolitan area (or nonmetropolitan county), including a business concern that is 51 percent or more owned by low- or very low-income residents; employs a substantial number of low- or very low-income residents; or provides subcontracting or business development opportunities to businesses owned by low- or very low-income residents. Low- and very low-income residents include participants in Youthbuild programs established under Subtitle D of Title IV of the Cranston-Gonzalez National Affordable Housing Act. The terms "low-income persons" and "very low-income persons" have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80 percent of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary

may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families. Very low-income persons means low-income families (including single persons) whose incomes do not exceed 50 percent of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

Submit two (2) copies of this report to your local HUD Office within ten (10) days after the end of the reporting period you checked in item 4 on the front.

Complete item 7h, only once for each contractor/subcontractor on each semi-annual report.

Enter the prime contractor's ID in item 7l, for all contracts and subcontracts. Include only contracts executed during this reporting period. PHAs/IHAs are to report all contracts/subcontracts.

Community Development Programs

1. **Grantee:** Enter the name of the unit of government submitting this report.

3. **Contact Person:** Enter name and phone of person responsible for maintaining and submitting contract/subcontract data.

7a. **Grant Number:** Enter the HUD Community Development Block Grant Identification Number (with dashes). For example: B-32-MC-25-0034. For Entitlement Programs and Small City multi-year comprehensive programs, enter the latest approved grant number.

7b. **Amount of Contract/Subcontract:** Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number is provided in 7l, the dollar figure would be for the subcontract only and not for the prime contract.

7c. **Type of Trade:** Enter the numeric codes which best indicates the contractor's/subcontractor's service. If subcontractor ID number is provided in 7l, the type of trade code would be for the subcontractor only and not for the prime contractor. The "other" category includes supply, professional services and all other activities except construction and education/training activities.

7d. **Business Racial/Ethnic/Gender Code:** Enter the numeric code which indicates the racial/ethnic/gender character of the owner(s) and controller(s) of 51% of the business. When 51% or more is not owned and controlled by any single racial/ethnic/gender category, enter the code which seems most appropriate. If the subcontractor ID number is provided, the code would apply to the subcontractor and not to the prime contractor.

7e. **Woman Owned Business:** Enter Yes or No.

7f. **Contractor Identification (ID) Number:** Enter the Employer (IRS) Number of the Prime Contractor as the unique identifier for prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract/subcontract awarded.

7g. **Section 3 Contractor:** Enter Yes or No.

7h. **Subcontractor Identification (ID) Number:** Enter the Employer (IRS) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID Number is provided, the respective Prime Contractor ID Number must also be provided.

7i. **Section 3 Contractor:** Enter Yes or No.

7j. **Contractor/Subcontractor Name and Address:** Enter this information for each. Previous editions are obsolete.

firm receiving contract/subcontract activity only one time on each report for each firm.

Multifamily Housing Programs

1. **Grantee/Project Owner:** Enter the name of the unit of government, agency or mortgagee entity submitting this report.

3. **Contact Person:** Same as item 3 under CPD Programs.

4. **Reporting Period:** Check only one period.

5. **Program Code:** Enter the appropriate program code.

7a. **Grant/Project Number:** Enter the HUD Project Number or Housing Development Grant or number assigned.

7b. **Amount of Contract/Subcontract:** Same as item 7b, under CPD Programs.

7c. **Type of Trade:** Same as item 7c, under CPD Programs.

7d. **Business Racial/Ethnic/Gender Code:** Same as item 7d, under CPD Programs.

7e. **Woman Owned Business:** Enter Yes or No.

7f. **Contractor Identification (ID) Number:** Same as item 7f, under CPD Programs.

7g. **Section 3 Contractor:** Enter Yes or No.

7h. **Subcontractor Identification (ID) Number:** Same as item 7h, under CPD Programs.

7i. **Section 3 Contractor:** Enter Yes or No.

7j. **Contractor/Subcontractor Name and Address:** Same as item 7j, under CPD Programs.

Public Housing and Indian Housing Programs

PHAs/IHAs are to report all contracts/subcontracts. Include only contracts executed during this reporting period.

1. **Project Owner:** Enter the name of the unit of government, agency or mortgagee entity submitting this report. Check box as appropriate.

3. **Contact Person:** Same as item 3 under CPD Programs.

4. **Reporting Period:** Check only one period.

5. **Program Code:** Enter the appropriate program code.

7a. **Grant/Project Number:** Enter the HUD Project Number or Housing Development Grant or number assigned.

7b. **Amount of Contract/Subcontract:** Same as item 7b, under CPD Programs.

7c. **Type of Trade:** Same as item 7c, under CPD Programs.

7d. **Business Racial/Ethnic/Gender Code:** Same as item 7d, under CPD Programs.

7e. **Woman Owned Business:** Enter Yes or No.

7f. **Contractor Identification (ID) Number:** Same as item 7f, under CPD Programs.

7g. **Section 3 Contractor:** Enter Yes or No.

7h. **Subcontractor Identification (ID) Number:** Same as item 7h, under CPD Programs.

7i. **Section 3 Contractor:** Enter Yes or No.

7j. **Contractor/Subcontractor Name and Address:** Same as item 7j, under CPD Programs.

APPENDIX A

CERTIFICATIONS

1. Conflict of Interest

Subrecipient hereby certifies that it will abide by the provisions of 2 CFR 200.112 and 570.611, which include (but are not limited to) the following:

- a. Subrecipient shall maintain a written code of standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of Grantee, Subrecipient, or any designated public agency.

2. Drug Free Workplace

Subrecipient hereby certifies that it shall make a good-faith effort to provide a drug-free workplace. Subrecipient further certifies that it shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Subrecipient's workplace and that said publication enumerates the actions that will be taken against employees for violation of such prohibition. Subrecipient further certifies that it has an ongoing drug-free awareness program to inform employees about the dangers of drug abuse in the workplace and any available drug counseling, rehabilitation, or employee assistance programs.

3. Lobbying

Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or

an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer to employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. Subrecipient will require that the following language be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements):

"This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S.D. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

4. Hatch Act

Subrecipient certifies that no funds provided, nor personnel employed under this Agreement, shall be in any way to any extent engaged in the conduct of political activities in violation of 5 U.S.C. 15.

5. Inherently Religious Activities

Subrecipient may not use CDBG funds to support inherently religious activities, such as worship, religious instruction, or proselytization. If Subrecipient engages in these activities, the activities must be offered separately, in time or location, from the programs or services directly funded with CDBG assistance, and participation must be voluntary for the beneficiaries of the CDBG-funded program or service.

Faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, sculptures, or other religious symbols. In addition, a faith-based organization may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization mission statements and other governing documents. Faith-based organizations that participate in a CDBG-sponsored program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

Faith-based organizations cannot use CDBG funds for the acquisition, construction, or rehabilitation of structures to the extent those structures are used for inherently religious

activities. However, CDBG funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under the specific CDBG program. In the event a structure is used for both eligible and inherent religious activities, CDBG funds may not exceed the cost of the portion of the acquisition, construction, or rehabilitation that is attributable to eligible activities.

6. Relocation

If this Agreement involves acquisition, rehabilitation, demolition, or conversion of real property which necessitates relocation, Subrecipient certifies that it shall comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2). Subrecipient also agrees to comply with applicable Grantee's policies concerning displacement of persons from their residences.

7. Compliance with Anti-discrimination and Civil Rights Laws

Subrecipient certifies that it shall comply with each of the following:

- Title VI of the Civil Rights Act of 1964 as amended
- Title VIII of the Civil Rights Act of 1968 as amended
- Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended
- Section 504 of the Rehabilitation Act of 1973
- The Americans with Disabilities Act of 1990
- The Age Discrimination Act of 1975
- Executive Order 11063
- Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086
- Non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 580.607, as revised by Executive Order 13279
- Applicable non-discrimination provisions in Section 109 of the HCDA

8. Women and Minority-Owned Businesses (W/MBE)

Subrecipient certifies that it will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. "Small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. "Minority group members" are African-Americans, Spanish-speaking, a Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

9. Affirmative Action

Subrecipient certifies that it has adopted and complies with its own Affirmative Action Program, in keeping with Executive Order 11246 (09/24/66). Subrecipient certifies that it shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

10. Copyright

If this Agreement results in any copyrightable material or inventions, Subrecipient certifies that Grantee and/or HUD has the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

11. Clean Air and Water

Subrecipient certifies that it shall comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et seq.*
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended

12. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973(42 U.S.C. 4001), Subrecipient shall assure that for activities located in an area identified by the Federal Emergency management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

13. Historic Preservation

Subrecipient certifies that it shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, insofar as they apply to the performance of this Agreement.

14. Lead-Based Paint Provisions

Subrecipient certifies that it will not use lead based paint in structures constructed or rehabilitated under this agreement in accordance with Section 401(b) of the Lead Based Poisoning Prevention Act, and 24 CFR Part 35(B).

Subrecipient certifies that it will not initiate any rehabilitation activity that would disturb the painted surfaces of homes constructed prior to 1978 under this agreement.

15. Federal Labor Standards

Subrecipient certifies that it shall comply with the requirements of the Secretary of Labor pursuant to the Davis-Bacon Act as amended, the provisions of the Safety Standards Act, the Copeland "Anti-Kickback" Act and all other applicable laws and regulations pertaining to labor standards relative to the performance of housing rehabilitation and/or development activities under this agreement. Such requirements shall apply to the rehabilitation of residential property only if such property contains more than eight (8) units. Further all laborers employed by contractors or subcontractors on construction or rehabilitation work financed in whole, or in part under this agreement shall be paid wages at rates not less than those prevailing on similar construction in accordance with this Act. Records documenting compliance shall be maintained by the Subrecipient and made available to the City upon request.

16. Section 3 Compliance

Where applicable, the Subrecipient certifies it will comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, which states that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects shall to the greatest extent feasible, be directed to low- and very-low income persons. In addition the requirements of Section 3 apply to contractors and subcontractors performing work on Section 3 covered projects for which the amount of the assistance exceeds \$200,000 and the contract or subcontract exceeds \$100,000 (24 CFR 135.38).

STATE OF ALABAMA
Department of Environmental Management
Notice of Asbestos Abatement and/or Demolition

Reason: [] Original [] Cancelled [] Postponed [] Annual [] Revision #

1. Facility Name:
Facility Physical Address:
City: State: AL Zip: County:
On Site Contact: Title: Phone:
Building Description [size (sf), age, #floors, prior use]:
Exact Removal Site (room, floor, building #, etc.):

2. Facility Owner:
Owner Address: City: State: Zip:
Contact: Title: Phone:
Owner email:

3. Asbestos Inspector Name: Employer:
Inspector Phone: Inspector Email:
Safe State Accreditation No.: AIN Date of Inspection:

4. Abatement Contractor: ADEM Certification No.:
Address: City: State: Zip:
Contact Name: Phone: Email:

Demolition Contractor:
Address: City: State: Zip:
Contact Name: Phone: Email:

5. [] RENOVATION [] DEMOLITION [] HAS NO ASBESTOS [] ORDERED (attach documentation)

Table with 2 columns: Abatement Dates, Demolition Dates. Each column has 3 rows for Start and Finish dates.

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: Amount(s) and type(s) of ACM to be abated, whether the material is friable or non-friable, and removal methods. *Contact ADEM for requirements for demolition by burning.

7. Waste Disposal Site:
Address: City: State: Zip:
Contact: Phone: Permit No.:

8. Procedures for unexpected ACM:

I certify the above is correct.

Signature: Date:
Print Name: Phone:

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 left 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



thompson
ENGINEERING

**PRE-DEMOLITION
LEAD-BASED PAINT/ASBESTOS SURVEY
MAE EANES MIDDLE SCHOOL
1901 HURTEL STREET
MOBILE, ALABAMA**

JANUARY 18, 2021

**Prepared for:
Hollyhand Development, LLC
527 Main Avenue, Suite A
Northport, AL 35476**

THOMPSON ENGINEERING PROJECT NO.: 21-1101-0004

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

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3.0	SCOPE OF WORK	3
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APPENDICES

Appendix A	Asbestos Chain of Custody/Laboratory Data Sheets
Appendix B	LBP Testing Data Sheets/Calibration Sheets
Appendix C	Certifications of Environmental Professional
Appendix D	Site Facility Map

1.0 INTRODUCTION

Thompson Engineering, Inc. (Thompson Engineering) was retained by Hollyhand Development, LLC to conduct a Limited Pre-Demolition Lead-Based Paint/Asbestos survey of the Mae Eanes Middle School located at 1901 Hurtel Street.

The report was prepared for the sole use of Hollyhand Development, LLC and is considered Proprietary Information.

This survey was conducted on January 12, 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: Mae Eanes Middle School

Site Address: 1901 Hurtel Street
Mobile, AL

II. Client Information

Client Name: Hollyhand Development, LLC.

Client Contact: Mr. Winton Yerby

Client Address: 527 Main Avenue, Suite A
Northport, AL 35476

III. Personnel Data

Certified Asbestos Inspector: Edward Kryger

Certified Lead Technician: 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. Some areas of the building were considered unsafe and not entered.

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 LBP. The building was inspected and materials suspected of containing LBP 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

Limited Asbestos Survey

Thirty five (35) bulk samples of suspect ACM were collected and analyzed from inside the building. Floor tile and Mastic are collected together but are tested as separate materials. The survey included the collection and analysis of “friable” and “non-friable” materials. An asbestos containing material contains greater than 1% asbestos.

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

ASBESTOS TEST RESULTS

Sample No.	Sample Description	Sample Location	Result
ME-1	12x12 Floor Tile (Mottled White)	Cafeteria 1 st Layer	ND*
ME-1	Yellow Mastic	Cafeteria	ND*
ME-2	12x12 Floor Tile (Red)	Cafeteria 2 nd Layer	3%**
ME-2	Black Mastic	Cafeteria	5%**
ME-3	Spray on Fire Proofing (White)	Cafeteria Ceiling	ND*
ME-4	Spray on Fire Proofing (White)	Main Hall Ceiling	ND*
ME-5	12x12 Floor Tile (Beige)	100 Hall Near Rm. 101	ND*
ME-5	Yellow Mastic	100 Hall Near Rm. 101	ND*
ME-6	12x12 Floor (Pink)	100 Hall Near Rm. 101	2%**
ME-6	Black Mastic	100 Hall Near Rm. 101	5%**
ME-7	12x12 Floor Tile (Blue)	Room 102 2 nd Layer	3%**
ME-7	Black Mastic	Room 102 2 nd Layer	5%**
ME-8	Spray on Fire Proofing (White)	100 Hall Near Rm. 102	ND*
ME-9	9x9 Floor Tile (Red)	Room 105 2 nd Layer	2%**
ME-9	Black Mastic	Room 105 2 nd Layer	5%**
ME-10	12x12 Floor Tile (Brown)	100 Hall Near Rm. 105	2%**
ME-10	Black Mastic	100 Hall Near Rm. 105	5%**
ME-11	Drywall /Joint Compound	Room 105	ND*
ME-12	12x12 Floor Tile (Beige)	Room 108 1 st Layer	ND*
ME-12	Yellow Mastic	Room 108 1 st Layer	ND*
ME-13	12x12 Floor Tile (Brown/Pink)	Room 108 2 nd Layer	2%**
ME-13	Black Mastic	Room 108 2 nd Layer	5%**
ME-14	Drywall /Joint Compound	Room 108	ND*
ME-15	12x12 Floor Tile (Dark Red)	Room 111 2 nd Layer	2%**
ME-15	Black Mastic	Room 111 2 nd Layer	5%**
ME-16	9x9 Floor Tile (Brown)	Library 1 st Layer under carpet	10%**
ME-16	Black Mastic	Library 1 st Layer under carpet	5%**
ME-17	12x12 Floor Tile (Tan)	Library 1 st Layer under carpet	10%**
ME-17	Black Mastic	Library 1 st Layer under carpet	5%**
ME-18	12x12 Floor Tile (Beige)	200 Hall near Library 1 st Layer	ND*
ME-18	Yellow Mastic	200 Hall near Library 1 st Layer	ND*
ME-19	12x12 Floor Tile ((Brown)	200 Hall near Library 2 nd Layer	2%**
ME-19	Black Mastic	200 Hall near Library 2 nd Layer	5%**

* None Detected, **Chrysotile, ***Amosite

ASBESTOS TEST RESULTS

Sample No.	Sample Description	Sample Location	Result
ME-20	12x12 Floor Tile (Beige/Grey)	Small Hall Between 200 and 300 Hall	ND*
ME-21	12x12 Floor Tile (Tan/Brown)	Small Hall Between 200 and 300 Hall	ND*
ME-22	12x12 Floor Tile (Beige/Tan)	Computer/Media Rm.	3%**
ME-22	Black Mastic	Computer/Media Rm.	3%**
ME-23	12x12 Floor Tile (Dark Red)	Computer/Media Rm.	2%**
ME-23	Black Mastic	Computer/Media Rm.	5%**
ME-24	12x12 Floor Tile (Beige/Tan)	Room 203 1 st Layer	ND*
ME-24	Yellow Mastic	Room 203 1 st Layer	ND*
ME-25	12x12 Floor Tile (Blue)	Room 203 2 nd Layer	2%**
ME-25	Black Mastic	Room 203 2 nd Layer	2%**
ME-26	12x12 Floor Tile (Beige)	Room 203B 1 st Layer	ND*
ME-26	Yellow Mastic	Room 203B 1 st Layer	ND*
ME-27	12x12 Floor Tile (Tan/Brown)	Room 203B 2 nd Layer	ND*
ME-27	Yellow Mastic	Room 203B 2 nd Layer	ND*
ME-28	12x12 Floor Tile (Brown)	Room 203B 3 rd Layer	2%**
ME-28	Black Mastic	Room 203B 3 rd Layer	3%**
ME-29	Drywall	Room 208	ND*
ME-29	Joint compound	Room 208	ND*
ME-30	12x12 Floor Tile (Dark Blue)	Gym Floor Outer Boarder	ND*
ME-30	Yellow Mastic	Gym Floor Outer Boarder	ND*
ME-31	9x9 Floor Tile (Brown/Tan)	Gym Floor Outer Boarder	2%**
ME-31	Mastic	Gym Floor Outer Boarder	3%**
ME-32	12x12 Floor Tile (Light Grey)	Gym Floor Interior	ND*
ME-32	Yellow Mastic	Gym Floor Interior	ND*
ME-33	9x9 Floor Tile (Brown/Tan)	Gym Floor Interior	2%**
ME-33	Black Mastic	Gym Floor Interior	5%**
ME-34	12x12 Floor Tile (Yellow)	Gym Floor Foul line Area	ND*
ME-34	Yellow Mastic	Gym Floor Foul line Area	ND*
ME-35	12x12 Floor Tile (Brown/Tan)	Gym Floor Foul line Area	2%**
ME-35	Black Mastic	Gym Floor Foul line Area	3%**

* None Detected, **Chrysotile, ***Amosite

4.2 Limited Asbestos Survey Observations

All individual rooms were not sampled but the areas listed below were observed as homogenous areas of concern. Test result show that all of the second and third layers sampled were ACM. Room 203B had 3 layers of tile with only the 3rd layer being ACM. Our investigation shows that these ACM tiles are found throughout the entire facility with the exception of the 400 hall terrazzo tile, and other areas of ceramic tile listed below. Much of the piping has been removed due to vandalism, the piping and insulation observed was common PVC and Fiberglass. Spray on ceiling insulation was consistent throughout the facility. There were no portable classrooms on the property and only one small out-building that contained no ACM. A site facility map is included in Appendix D.

Observed Homogeneous Areas

Sample Description	Sample Location
12x12 Beige Tile and 12x12 Pink/Brown 2 nd layer	100 Hall (throughout the hallway)
12x12 Beige Tile and 9x9 Red Tile 2 nd layer	Room 105
12x12 Beige Tile and 12x12 Blue 2 nd layer	Room 108
12x12 Beige Tile and 12x12 Pink/Brown 2 nd layer	100 Hall South
12x12 Beige Tile and 12x12 Blue 2 nd layer	Room 110
12x12 Beige Tile and 12x12 Dark Red 2 nd layer	Room 111
12x12 Beige Tile and 12x12 Blue 2 nd layer	Room 201
12x12 Beige Tile and 12x12 Pink/Brown 2 nd layer	Room 203B
12x12 Beige Tile and 12x12 Dark Red 2 nd layer	Room 207
12x12 Beige Tile and 12x12 Blue 2 nd layer	Room 208 and Room 209
12x12 Beige Tile and 12x12 Blue 2 nd layer	300 Hall South Entrance
12x12 Beige Tile and 12x12 Blue 2 nd layer	Room 302, 303 and 305
Terazzo Tile	400 Hall
12x12 Beige Tile and 12x12 Pink/Brown 2 nd layer	Room 401, 402, 404, 405 and 408
12x12 Beige Tile over Ceramic Tile	Gym Office
Ceramic Tile	Locker Rooms
Ceramic Tile	All Restrooms
Ceramic Tile	Kitchen Area
Spray on insulation (White)	Throughout the Facility
No Asbestos observed in new Out Building	Out Building

Limited Lead-Based Paint Survey

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

None of the ninety five (95) readings taken were found to be lead-based paint. The U.S. EPA definition of LBP states that paint with lead levels equal to or exceeding 1.0 mg/cm² is a LBP and is considered a potential hazard.

Sample readings indicated levels from 0.00 to 0.40 mg/cm². Samples over 1.0 mg/cm² are to be considered hazardous materials.

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

Attachments: As Stated

If you have any questions concerning this Limited Lead/Asbestos survey report, please do not hesitate to contact us.

Sincerely,

THOMPSON ENGINEERING, INC.



Edward J. Kryger, Jr.
Environmental Specialist

APPENDIX A

Asbestos Chain of Custody/Laboratory Data Sheets



Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (lab use only):

172100177

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

North Miami Beach, FL 33179
Phone (305) 650-0577
Fax (305) 650-0578

Company Name : Thompson Engineering, Inc.		EMSL Customer ID:	
Street: 2970 Cottage Hill Road Suite 190		City: Mobile	State or Province: AL
Zip/Postal Code: 36608	Country: US	Telephone #: 251-404-2085	Fax #: 251-665-5505
Report To (Name): Ed Kryger		Please Provide Results via: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email	
email Address: ekryger@thompsonengineering.com		Purchase Order Number: 21-1101-0004	
Client Project ID: 21-1101-0004		EMSL Project ID (internal use only):	
State or Province Collected: AL		CT only <input type="checkbox"/> Commercial/Taxable <input type="checkbox"/> Residential/Tax Exempt <input type="checkbox"/>	
EMSL-Bill to: <input checked="" type="checkbox"/> Same <input type="checkbox"/> Different - <i>if bill to is different note instructions in comment. Third party billing requires written authorization from third party</i>			
Turnaround Time (TAT) Options Please Check			
<input type="checkbox"/> 3 Hour	<input type="checkbox"/> 6 Hour	<input type="checkbox"/> 24 Hour	<input type="checkbox"/> 32 Hour
		<input checked="" type="checkbox"/> 48 Hour	<input type="checkbox"/> 72 Hour
			<input type="checkbox"/> 96 Hour
			<input type="checkbox"/> 1 Week
			<input type="checkbox"/> 2 Week
*32 Hour TAT available for select tests only; samples must be submitted by 11:30am. Please call ahead for large projects and/or turnaround times 6 hours or less.			
PLM - Bulk (reporting limit)		TEM - Bulk	
<input checked="" type="checkbox"/> PLM EPA 600/R-93/116 (<1%)		<input type="checkbox"/> TEM EPA NOB - EPA 600/R-93/116 Section 2.5.5.1	
<input type="checkbox"/> PLM EPA NOB (<1%)		<input type="checkbox"/> NY ELAP Method 198.4 non-friable - NY	
Point Count <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%)		<input type="checkbox"/> Chatfield Protocol (semi-quantitative)	
Point Count w/Gravimetric <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%)		<input type="checkbox"/> TEM % by Mass - EPA 600/R-93/116 Section 2.5.5.2	
<input type="checkbox"/> NIOSH 9002 (<1%)		<input type="checkbox"/> TEM Qualitative via Filtration Prep Technique	
<input type="checkbox"/> NY ELAP Method 198.1- friable - NY		<input type="checkbox"/> TEM Qualitative via Drop Mount Prep Technique	
<input type="checkbox"/> NY ELAP Method 198.6 NOB- non-friable - NY		Other tests (please specify)	
<input type="checkbox"/> NY ELAP Method 198.8- Vermiculite Surfacing Material		<input type="checkbox"/>	
<input type="checkbox"/> OSHA ID-191 Modified			
<input type="checkbox"/> EMSL Standard Addition Method			
<input type="checkbox"/> Positive Stop - Clearly Identify Homogenous Areas (HA)		Date Sampled: 1/12/21	
Sampler's Name: Edward Kryger		Sampler's Signature: <i>Ed Kryger</i>	
Sample #	HA #	Sample Location	Material Description
		See pages 2 + 3	
Client Sample # (s):		Total # of Samples:	
Relinquished by (Client): <i>Ed Kryger</i>		Date: 1/12/21	1700 Time: FedEx
Received by (Lab): <i>AW</i>		Date: 1-13-21	Time: 10Am
Comments/Special Instructions:			



EMSL ANALYTICAL, INC.
LABORATORY PRODUCTS TRAINING

Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (lab use only):

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

North Miami Beach, FL 33179
Phone (305) 650-0577
Fax (305) 650-0578

Additional pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	HA #	Sample Location	Material Description
ME-1		CAFETERIA	12x12 ^{Top layer} Blue mottled white
ME-2		"	12x12 ^{Bottom layer} Tile/mastic red
ME-3		"	SPRAY ON INSULATION ceiling
ME-4		Office Hallway Ceiling Hall 100	Spray on insulation ceiling
ME-5		Hallway near rm. 101	Beige tile top layer 12x12
ME-6		"	Pink tile bottom layer 12x12
ME-7		Room 102	Blue tile Floor 12x12
ME-8		Hallway near rm 102	ceiling spray on insulation
ME-9		Room 105	Floor 9x9 Red tile bottom layer
ME-10		Hallway near Rm 105	Floor 12x12 Brown tile bottom layer
ME-11		Room 105	Sheetrock wall
ME-12		Room 108	Floor 12x12 Beige tile top layer
ME-13		Room 108	Floor 12x12 Brown/Pink bottom layer
ME-14		Room 108	Wall sheetrock
ME-15		Room 111	Floor 12x12 dark red tile ^{bottom layer}
ME-16		Library	Brown 9x9 Floor under carpet
ME-17		Library	Tan 9x9 Floor under carpet
ME-18		Hallway 200 near library	Floor Beige/grey 12x12 top layer
ME-19		Hallway 200 near library	Floor Brown 12x12 bottom layer
ME-20		Hallway between 200-300	Floor Beige/Grey 12x12 top layer
ME-21		Hallway between 200-300	Floor Tan/Brown 12x12 bottom layer

*Comments/Special Instructions:
Tile samples ARE FOR FLOOR TILE & MASTIC.



**Asbestos Bulk Building Material
Chain of Custody**
EMSL Order Number (lab use only):

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

North Miami Beach, FL 33178
Phone (305) 650-0577
Fax (305) 650-0578

Additional pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	HA #	Sample Location	Material Description
ME-22		Computer/Media Storage Room	Floor Beige/Gray 12x12 top layer
ME-23		Computer/Media Storage Room	Floor Dark Red 12x12 bottom layer
ME-24		H.Room 203	Floor Beige/Gray 12x12 top layer
ME-25		H.Room 203	Floor Blue 12x12 bottom layer
ME-26		Room 203 B	Floor Beige 12x12 top layer
ME-27		Room 203 B	Floor Tan/Brown 12x12 2nd layer
ME-28		Room 203 B	Floor Brown 12x12 3rd layer
ME-29		Room 208	Wall Beige sheetrock
ME-30		Gym Floor Outer border	Floor dark blue 12x12 top layer
ME-31		Gym Floor Outer border	Floor Brown/tan bottom layer 9x9
ME-32		Gym Floor Interior	Floor light gray 12x12 top layer
ME-33		Gym Floor Interior	Floor Brown/tan bottom layer 9x9
ME-34		Gym Floor Foul line	Floor Yellow top layer 12x12
ME-35		Gym Floor Foul line	Floor Brown/tan bottom layer 12x12
*Comments/Special Instructions:			

Controlled Document - COC-01 Asbestos Bulk - R4 - 08/10/2019
EMSL Analytical, Inc.'s (DBA: LA Testing) Laboratory Terms and Conditions are incorporated into this chain of custody by reference in their entirety. Submission of samples to EMSL Analytical Inc. constitutes acceptance and acknowledgment of all terms and conditions.



EMSL Analytical, Inc.

19601 NE 10th Ave. Bay A N. Miami Beach, FL 33179
Tel/Fax: (305) 650-0577 / (305) 650-0578
http://www.EMSL.com / miamilab@emsl.com

EMSL Order: 172100177
Customer ID: THOM50
Customer PO: 21-1101-0004
Project ID:

Attention: Ed Kryger
Thompson Engineering, Inc.
2970 Cottage Hill Road
Suite 190
Mobile, AL 36606
Project: 21-1101-0004

Phone: (251) 665-5526
Fax: (251) 665-5505
Received Date: 01/13/2021 9:58 AM
Analysis Date: 01/14/2021
Collected Date: 01/12/2021

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

Sample	Description	Appearance	Non-Asbestos		Asbestos % Type
			% Fibrous	% Non-Fibrous	
ME-1-Floor Tile 172100177-0001	Floor Tile / Mastic	White/Blue Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
ME-1-Mastic 172100177-0001A	Floor Tile / Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
ME-2-Floor Tile 172100177-0002	Floor Tile / Mastic	Red Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
ME-2-Mastic 172100177-0002A	Floor Tile / Mastic	Black Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
ME-3 172100177-0003	Spray-on Insulation	White Non-Fibrous Homogeneous	100% Cellulose		None Detected
ME-4 172100177-0004	Spray-on Insulation	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
ME-5-Floor Tile 172100177-0005	Floor Tile / Mastic	Beige Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
ME-5-Mastic 172100177-0005A	Floor Tile / Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
ME-6-Floor Tile 172100177-0006	Floor Tile / Mastic	Pink Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
ME-6-Mastic 172100177-0006A	Floor Tile / Mastic	Black Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
ME-7-Floor Tile 172100177-0007	Floor Tile / Mastic	Blue Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
ME-7-Mastic 172100177-0007A	Floor Tile / Mastic	Black Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
ME-8 172100177-0008	Spray-on Insulation	White Fibrous Homogeneous	100% Cellulose		None Detected
ME-9-Floor Tile 172100177-0009	Floor Tile / Mastic	Red Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
ME-9-Mastic 172100177-0009A	Floor Tile / Mastic	Black Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
ME-10-Floor Tile 172100177-0010	Floor Tile / Mastic	Brown Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile

Initial report from: 01/15/2021 07:23:47



EMSL Analytical, Inc.

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

EMSL Order: 172100177
Customer ID: THOM50
Customer PO: 21-1101-0004
Project ID:

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

Sample	Description	Appearance	% Fibrous	<u>Non-Asbestos</u> % Non-Fibrous	<u>Asbestos</u> % Type
ME-10-Mastic <i>172100177-0010A</i>	Floor Tile / Mastic	Black Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
ME-11 <i>172100177-0011</i>	Sheetrock	Brown/White Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
ME-12-Floor Tile <i>172100177-0012</i>	Floor Tile / Mastic	Beige Non-Fibrous Homogeneous	2% Cellulose	98% Non-fibrous (Other)	None Detected
ME-12-Mastic <i>172100177-0012A</i>	Floor Tile / Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
ME-13-Floor Tile <i>172100177-0013</i>	Floor Tile / Mastic	Brown/Pink Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
ME-13-Mastic <i>172100177-0013A</i>	Floor Tile / Mastic	Black Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
ME-14 <i>172100177-0014</i>	Sheetrock	Brown/White Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
ME-15-Floor Tile <i>172100177-0015</i>	Floor Tile / Mastic	Red Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
ME-15-Mastic <i>172100177-0015A</i>	Floor Tile / Mastic	Black Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
ME-16-Floor Tile <i>172100177-0016</i>	Floor Tile / Mastic	Brown Non-Fibrous Homogeneous		90% Non-fibrous (Other)	10% Chrysotile
ME-16-Mastic <i>172100177-0016A</i>	Floor Tile / Mastic	Black Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
ME-17-Floor Tile <i>172100177-0017</i>	Floor Tile / Mastic	Tan Non-Fibrous Homogeneous		90% Non-fibrous (Other)	10% Chrysotile
ME-17-Mastic <i>172100177-0017A</i>	Floor Tile / Mastic	Black Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
ME-18-Floor Tile <i>172100177-0018</i>	Floor Tile / Mastic	Gray/Beige Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
ME-18-Mastic <i>172100177-0018A</i>	Floor Tile / Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
ME-19-Floor Tile <i>172100177-0019</i>	Floor Tile / Mastic	Tan Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
ME-19-Mastic <i>172100177-0019A</i>	Floor Tile / Mastic	Black Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
ME-20 <i>172100177-0020</i>	Floor Tile / Mastic	Gray/Beige Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
ME-21 <i>172100177-0021</i>	Floor Tile / Mastic	Brown/Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial report from: 01/15/2021 07:23:47



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http://www.EMSL.com / miamilab@emsl.com

EMSL Order: 172100177
Customer ID: THOM50
Customer PO: 21-1101-0004
Project ID:

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

Sample	Description	Appearance	% Fibrous	<u>Non-Asbestos</u> % Non-Fibrous	<u>Asbestos</u> % Type
ME-22-Floor Tile <i>172100177-0022</i>	Floor Tile / Mastic	Gray/Beige Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
ME-22-Mastic <i>172100177-0022A</i>	Floor Tile / Mastic	Black Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
ME-23-Floor Tile <i>172100177-0023</i>	Floor Tile / Mastic	Red Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
ME-23-Mastic <i>172100177-0023A</i>	Floor Tile / Mastic	Black Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
ME-24-Floor Tile <i>172100177-0024</i>	Floor Tile / Mastic	Gray/Beige Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
ME-24-Mastic <i>172100177-0024A</i>	Floor Tile / Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
ME-25-Floor Tile <i>172100177-0025</i>	Floor Tile / Mastic	Green Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
ME-25-Mastic <i>172100177-0025A</i>	Floor Tile / Mastic	Black Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
ME-26-Floor Tile <i>172100177-0026</i>	Floor Tile / Mastic	Beige Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
ME-26-Mastic <i>172100177-0026A</i>	Floor Tile / Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
ME-27-Floor Tile <i>172100177-0027</i>	Floor Tile / Mastic	Brown/Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
ME-27-Mastic <i>172100177-0027A</i>	Floor Tile / Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
ME-28-Floor Tile <i>172100177-0028</i>	Floor Tile / Mastic	Brown Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
ME-28-Mastic <i>172100177-0028A</i>	Floor Tile / Mastic	Black Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
ME-29-Sheetrock <i>172100177-0029</i>	Sheetrock	Brown/White Non-Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
ME-29-Joint Compound <i>172100177-0029A</i>	Sheetrock	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
ME-30-Floor Tile <i>172100177-0030</i>	Floor Tile / Mastic	Blue Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
ME-30-Mastic <i>172100177-0030A</i>	Floor Tile / Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
ME-31-Floor Tile <i>172100177-0031</i>	Floor Tile / Mastic	Brown/Tan Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile

Initial report from: 01/15/2021 07:23:47



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EMSL Order: 172100177
Customer ID: THOM50
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Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
ME-31-Mastic <i>172100177-0031A</i>	Floor Tile / Mastic	Black Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
ME-32-Floor Tile <i>172100177-0032</i>	Floor Tile / Mastic	Blue Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
ME-32-Mastic <i>172100177-0032A</i>	Floor Tile / Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
ME-33-Floor Tile <i>172100177-0033</i>	Floor Tile / Mastic	Brown/Tan Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
ME-33-Mastic <i>172100177-0033A</i>	Floor Tile / Mastic	Black Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
ME-34-Floor Tile <i>172100177-0034</i>	Floor Tile / Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
ME-34-Mastic <i>172100177-0034A</i>	Floor Tile / Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
ME-35-Floor Tile <i>172100177-0035</i>	Floor Tile / Mastic	Tan Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
ME-35-Mastic <i>172100177-0035A</i>	Floor Tile / Mastic	Black Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile

Analyst(s)

Mary Hamel (63)

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: 01/15/2021 07:23:47

APPENDIX B

LBP Testing Data Sheets/Calibration Sheets

LEAD-BASED PAINT - FIELD DATA SHEET

Site: Mae Eanes Middle School (Hollyhand Development LLC.)

Date: 01/12/21

Job No.: 21-1101-0004

XRF Operator: Ed Kryger

SAMPLE NUMBER	SUBSTRATE	COMPONENT	LOCATION	COLOR	XRF READING mg/cm ²
001	Metal	Door Frame	CAFETERIA	Blue	0.05
002	CMU	WALL	CAFETERIA	WHITE	0.05
003	Metal	Door Frame	"	Blue	0.02
004	Metal	Door Ex. S	"	Blue	0.06
005	CMU	Wall	"	White	0.04
006	Metal	Door Kitchen Entry	"	Blue	0.02
007	Metal	Door Frame Kitch Entry	"	Blue	0.01
008	CMU	Wall	"	Blue	0.03
009	CMU	Wall	"	Gold	0.04
010	Wood	Main Hall Wood Wall	Main Hallway	Beige	0.04
011	CMU	RM 105A	"	White	0.02
012	Metal	Door South	Hallway 100	Blue	0.05
013	Metal	Door frame South	Hallway 100	Blue	0.02
014	Metal	lockers	Hallway 100	Blue	0.05
015	Metal	Window	Room 105	Beige	0.02
016	Metal	Security Bar	Room 105	Beige	0.02
017	Wood	Shelf	Room 105	Blue	0.27
018	Sheetrock	Wall	Room 105	Beige	0.01
019	CMU	Wall	Room 105	Beige	0.01
020	Metal	Door	East Entrance	Blue	0.01
021	Metal	Door Frame	"	Blue	0.01
022	CMU	Wall	"	Blue	0.05
023	CMU	Wall	"	Beige	0.07
024	Metal	lockers	"	Blue	0.06
025	CMU	Behind ductwork wall	Hall 110 Bathroom	Green	0.14
026	Sheetrock	Wall	Room 108	White	0.02
027	Metal	Door Frame	Room 108	White	0.07
028	CMU	Wall	Room 108	Beige	0.07
029	Metal	Door	South Entrance	Blue	0.03
030	Metal	Door Frame	"	Blue	0.09
031	CMU	Wall	"	Beige	0.13
032	Metal	locker	"	Blue	0.05
033	Metal	Door Frame	Room 120	Blue	0.02
034	Wood	Shelf	"	Blue	0.08
035	Metal	Security Bar	"	Beige	0.01
036	Metal	Window	"	Beige	0.09
037	CMU	Wall	"	Beige	0.04
038	Metal	Door	Library	Blue	0.01
039	Metal	Door Frame	"	Blue	0.15
040	CMU	WALL	"	Beige	0.02
041	Wood	Shelf	"	Blue	0.05
042	Sheetrock	WALL	"	Beige	0.04
043	Wood	Shelf	"	Blue	0.03
044	Wood	Shelf	Computer Learning	Blue	0.09
045	Metal	Window	"	Green	0.08
046	Metal	Security Bar	"	Green	0.07
047	Metal	Door Frame	"	White	0.05
048	CMU	Wall	"	Beige	0.03
049	Metal	Door Frame	200 Hall S Entrance	White	0.09

LEAD-BASED PAINT - FIELD DATA SHEET

Site: Mae Eanes Middle School (Hollyhand Development LLC.)

Date: 01/12/21

Job No.: 21-1101-0004

XRF Operator: Ed Kryger

SAMPLE NUMBER	SUBSTRATE	COMPONENT	LOCATION	COLOR	XRF READING mg/cm ²
050	Metal	Door	Hallway 200 S. Entrance	White	0.01
051	CMU	Wall	"	Beige	0.07
052	Metal	Locker	"	Blue	0.05
053	CMU	Wall	"	Blue	0.04
054	Wood	Bathroom Door	Hallway 200 N. Entrance	Blue	0.04
055	Metal	Door	"	White	0.03
056	CMU	Wall	"	Beige	0.06
057	Metal	Locker	"	Blue	0.02
058	Metal	Door Frame	West Exterior	White	0.02
059	Metal	Door	West Exterior	White	0.01
060	CMU	Wall	Room 201	Beige	0.04
061	Sheetrock	Wall	Room 208	White	0.01
062	Metal	Window frame	Room 208	Gray	0.10
063	Metal	Security bar	"	Gray	0.07
064	Metal	Door Frame	"	White	0.02
065	Metal	Ext Door	South Entrance 300 Hallway	White	0.02
066	Metal	Ext Door Frame	"	White	0.02
067	Sheetrock	Wall	"	Beige	0.01
068	Metal	Door Frame Ext	West Entrance 300 Hallway	White	0.04
069	Metal	Door Ext	West Entrance 300 Hallway	White	0.02
070	Metal	Door Frame Ext	South Entrance 400 Hallway	White	0.02
071	Metal	Door	"	White	0.02
072	CMU	Wall	Room 401	Beige	0.05
073	Metal	Locker	400 Hallway	"	0.03
074	CMU	Wall	400 Hallway	Blue	0.04
075	CMU	Wall	400 Hallway	Beige	0.05
076	Metal	Security bar	Room 403	Gray	0.04
077	Metal	Window	Room 403	Gray	0.03
078	Metal	Door Ext	South Entrance Locker Rm	Blue	0.01
079	Metal	Door frame Ext	South Entrance Locker Rm	Blue	0.04
080	Wood	CASSETTE DOOR	GYM STAGE	Blue	0.02
081	Wood	STAGE BOARD	GYM STAGE	Blue	0.03
082	CMU	WALL	GYM BY STAGE	Blue	0.06
083	CMU	WALL	WEST WALL	WHITE	0.10
084	METAL	EXT. WEST ENTRANCE	EXT. WEST ENTRANCE	WHITE	0.04
085	METAL	DOOR	EXT. WEST ENTRANCE	WHITE	0.02
086	METAL	Bleacher Seat	Bleachers	Brown	0.12
087	METAL	COLUMN	AWNING NORTH	Blue	0.02
088	METAL	COLUMN	"	Blue	0.01
089	METAL	COLUMN	AWNING SOUTH	Blue	0.02
090	METAL	HAND RAIL	TO Boiler Room	Blue	0.02
091	METAL	DOOR FRAME	Boiler Room	Blue	0.13
092	METAL	DOOR	Boiler Room	Blue	0.07
093	CMU	WALL	Boiler Room	White	0.03
094	METAL	DOOR	OUT Building	Beige	0.02
095	METAL	DOOR FRAME	"	Beige	0.01
096					
097					
098					
099					

XRF Calibration Check Test Results

Project Name: EMMES MIDDLE SCHOOL
Address: 1901 HURTEL ST MORLEY AL

Project Number: 21-1101-0004 HollyHart Development

Device / Serial No.: XRF Lead Paint Analyzer / 80110

Date: 1/12/2021

Operator Name: EKRYGIA

NIST SRM Used: 1.04 mg/cm² Calibration Acceptable Range: 0.8 to 1.1 mg/cm²

First Calibration Check

NIST SRM			First Average
First Reading	Second Reading	Third Reading	
1.0	0.9	1.1	1.0

Second Calibration Check

NIST SRM			Second Average
First Reading	Second Reading	Third Reading	
1.0	1.0	0.9	0.97

Third Calibration Check (if required)

NIST SRM			Third Average
First Reading	Second Reading	Third Reading	

Fourth Calibration Check (if required)

NIST SRM			Fourth Average
First Reading	Second Reading	Third Reading	

APPENDIX C

Certifications of Environmental Professional

THE UNIVERSITY OF ALABAMA®



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.

A handwritten signature in blue ink, appearing to read "David D. Elam".

Executive Director

A handwritten signature in blue ink, appearing to read "Michael Holmgren".

Associate Director for Environmental Programs

APPENDIX D
Site Facility Map

MAE EANES MIDDLE SCHOOL

Tornado Drill Schematic

2013-2014

