



**CITY OF MOBILE**  
**REQUEST FOR QUOTES**

November 8, 2019

The City of Mobile will receive quotes for the following Project:

**Project Name:** Service Repair – Environmental Remediation

**Project Location:** Fire Station #20  
3741 Dauphin Island Parkway  
Mobile, AL 36605

**Project Number:** SR-012-20

Quotes (stipulated sum) for the above Project will be received until 2:00 p.m. on Wednesday, November 20, 2019 in the Building Services Department, 205 Government Street, 5<sup>th</sup> Floor, South Tower, Mobile, AL 36602. Quotes may be submitted in person, e-mailed ([ozzie@cityofmobile.org](mailto:ozzie@cityofmobile.org)), or mailed to Ozzie Elortegui, Building Services Department, City of Mobile, P.O. Box 1827, Mobile, AL 36633. Quotes will be reviewed by the Building Services Department following the time established for receipt of Quotes.

There will be a **MANDATORY** Pre-Quote conference on Wednesday, November 13, 2019 at 2:00pm. Quoters will meet in the rear entrance of Fire Station #20, 3741 Dauphin Island Parkway, Mobile, AL 36605. **Only companies that attend may submit a quote.**

Follow-up inspections will be allowable but only if scheduled in advance with the City of Mobile, Service Contract Administrator.

This is **NOT** a tax-exempt project. Quotes shall include all applicable sales and use taxes.

**Scope of Work:**

Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies and equipment necessary to perform a "Deep Cleaning/Remediation" of the interior of Fire Station #20, as described in Exhibit A, Scope of Work, in accordance with the terms of the Contract.

**Examination of Documents:**

Before submitting a Quote, Contractors should carefully examine this Request for Quotes, visit the site of the Work, fully inform themselves as to existing conditions and limitations, and include in the Quote a sum to cover the cost of all items included in the Request for Quotes as necessary to perform the work. The submission of the Quote will be considered as conclusive evidence that the Contractor has made such examination.

**Term of Agreement:**

The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The term of the Contract shall extend for Fifteen (15) days from the date of the Notice to Proceed.

**Contractor's Use of Premises:**

Coordinate all work with the City of Mobile, Building Services Department, Service Contract Administrator, or other Building Services Department authorized representative (hereafter referred to as Service Contract Administrator). All Work shall be scheduled to minimize the disturbance and interruption of the facility, staff, and the general public.

**Bid Security (If Quote/Bid is greater than \$15,000.00):**

Cashier's Check drawn on an Alabama bank and made payable to the City of Mobile or Bid bond in the amount of 5% of the initial term (one year's) Bid Amount, but in no case more than \$10,000, is required to accompany Bid if Total Bid is \$10,000 or more. 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, the amount of the Bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. Bid Bond shall be valid for a minimum of sixty (60) days from the date of Bid. The Owner reserves the right to retain the security of all Bidders until the successful Bidder enters into the Contract or until sixty (60) days after Bid opening, whichever is sooner.

Bonds must be issued by a Surety licensed to do business in the State of Alabama and must be signed or countersigned by a licensed resident agent of 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. Power of Attorney is required for all Bonds.

**Quality Assurance:**

For all work performed under this Section, use only skilled technicians who are thoroughly trained and experienced in the installation and training of this type of remediation. Technicians shall be properly supervised. Contractor shall have at least 3 years' experience in the installation and training on the type of remediation listed.

**Hours of Work:**

The Owner shall not prohibit Contractor from performing work herein during a normal work day. For the purpose of this provision a “normal work day” is defined as any business day between the hours of 8:00 a.m. and 5:00 p.m.

**Payments:**

The Owner will pay the Contractor for actual work performed in accordance with the following:

- Payments will be made upon the completion of work as specified.
- Original invoices shall be submitted to the Service Contract Administrator for review and approval.
- Payments shall be made in accordance with the approved Schedule of Values listed in the Agreement.

**Termination:**

The Owner or Contractor may terminate the Contract upon thirty (30) days written notice. The Owner shall pay only for work executed and proven loss with respect to materials, equipment, tools and reasonable overhead. The Owner shall not make payment to the Contractor for profit or damages as a result of terminating the Contract.

**Insurance:**

Contractor shall provide insurance in accordance with Exhibit 2, City of Mobile Insurance Requirements.

**Form of Agreement:**

The “Standard Contract Agreement between the City of Mobile and Contractor” (attached as Exhibit 3) shall be used.

**General:**

Requests for information (RFI's) shall be submitted in writing to the Service Contract Administrator no later than three (3) business day prior to the Quote submittal date. Responses shall be in the form of a written Addendum issued to all Contractors. Receipt of all addenda shall be acknowledged by the Contractor on the Quote forms. Failure to acknowledge Addenda may result in disqualification of the Quote.

**A City of Mobile Business License is required and must be current at time of submitting a Quote, and throughout contract period.**

- Within Ten (10) calendar days from the date of issuance of Contract forms for execution, the Contractor shall deliver to the City of Mobile the following documents:
  1. Proof of enrollment in the Federal E-Verify program (see sample document, attached as Exhibit 1)
  2. Certificate of Insurance along with ALL endorsements in accordance with City of Mobile Insurance Requirements (attached as Exhibit 2, with sample document)

3. Fully executed Agreement (see sample document, attached as Exhibit 3)
4. A Company W-9 Tax Form and Vendor Information Form (if not currently on file with the City of Mobile)

**Immigration Law:** The Contractor agrees that it shall comply with all of the requirements of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code (1975) Section 31-13.1, et, seq., as amended by Act No. 2012-4-91. Compliance shall be evidenced by verification of enrollment in the E-Verify Program and documentation of enrollment shall be attached to the executed Agreement.

**Anti-Boycott Statement:**

- A. Public contracts with entities engaging in certain boycott activities:
  - (a), Per State of Alabama Code, Section 41-16-5 (b), (Act No. 2016-312), subject to subsection (c), a governmental entity may not enter into a contract governed by Title 39 or Chapter 16, Title 41, with a business entity unless the contract includes a representation that the business entity is not currently engaged in, and an agreement that the business entity will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.
- B. (c) (1) This section does not apply if a business fails to meet the requirements of subsection (b) but offers to provide the goods or services for at least 20 percent less than the lowest certifying business entity.
- C. This section does not apply to contracts with a total potential value of less than Fifteen Thousand Dollars (\$15,000).
- D. Nothing in this section requires a business entity or individual to do business with any other particular business entity or individual in order to enter into a contract with a governmental entity.

**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.

NOTE: Contact the Service Contract Administrator, Ozzie Elortegui, at the City of Mobile, Building Services Department, 251-275-6888 cell, 251-208-7639 office, 251-208-7894 FAX or e-mail [ozzie@cityofmobile.org](mailto:ozzie@cityofmobile.org) for further clarification.

**QUOTE FORM**

**SERVICE REPAIR – ENVIRONMENTAL REMEDIATION**  
**FIRE STATION #20**  
**3741 DAUPHIN ISLAND PARKWAY, MOBILE, AL 36605**

**SR-012-20**

**QUOTE:**

**Company Name:** \_\_\_\_\_

**Company Address:** \_\_\_\_\_

**Office Phone #:** \_\_\_\_\_ **Fax # :** \_\_\_\_\_

**City of Mobile Business License Number:** \_\_\_\_\_

**City of Mobile Vendor Number:** \_\_\_\_\_

Hereby proposes to furnish all labor, materials, tools, insurance, equipment, and supplies and to sustain all expenses incurred in performing the Scope of Work for the amount listed below. Contractor acknowledges receipt of Addendum No. \_\_\_\_\_ and dated \_\_\_\_\_.

The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The term of the Contract shall extend for Thirty (30) days from the date of the Notice to Proceed.

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

**Environmental Remediation:**

Cleaning and Encapsulation	\$ _____ .00
Subtotal:	\$ _____ .00
Allowance*:	\$ _____ 500.00
Total:	\$ _____ .00

**Total Quote Amount:** \_\_\_\_\_

(Amount in Words)

\_\_\_\_\_ and 00/100 Dollars (\$ \_\_\_\_\_ .00)  
(Amount in Numbers)

\* An Allowance of Five Hundred and 00/100 Dollars (\$500.00) has been established in the Contract to cover any unforeseen conditions that require additional remediation. The Allowance shall be used for items of work not included under Basic Services in the Contract Documents. All additional work under this section must be authorized by the Owner, in writing, prior to ordering materials and/or undertaking work. The Allowance shall cover cost of material, labor, equipment, overhead,

profit, and all other expenses for additional work as required by Owner. Upon completion of the Service Contract, any unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

**Contact Name:** \_\_\_\_\_

**Contact Phone #:** \_\_\_\_\_ **Cell #:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

END OF QUOTE FORM

# EXHIBIT A

## SCOPE OF WORK SR-012-20 - Environmental Remediation Fire Station #20 November 8, 2019

**Scope of Services:** Furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the work to remediate Fire Station #20.

### **General:**

- 1) Provide all standard and proper Personal Protective Equipment (PPEs) to be used at all times by Service Contractor's employees and other individuals entering the building.
- 2) Remediation work shall be in accordance with Environmental Protection Agency (EPA), Institute of Inspection and Restoration (IICRC), or other documented methodology.
- 3) Furnish, install and maintain air scrubbers to achieve four (4) air changes per hour minimum, in the location where the remediation work is occurring and at least Twenty-Four (24) hours after the work is completed.
- 4) Service Contractor shall be responsible for all remediation means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. Service Contractor shall be fully and solely responsible for jobsite safety.
- 5) On-site parking, delivery, and loading/unloading will be coordinated with Owner's Project Manager.
- 6) Service Contractor shall be allowed to use Facility power and water as necessary for remediation activities.
- 7) Service Contractor shall be allowed to use Facility restrooms.
- 8) Service Contractor shall confine operations at the site to areas permitted by the City of Mobile. Service Contractor shall coordinate the Service Contractor's operations with, and secure the approval of Owner's Project Manager
- 9) Service Contractor shall keep the Project Site clean and shall remove trash and debris daily. At the completion of the work, Service Contractor shall remove all tools, equipment and debris and leave facility clean.
- 10) Service Contractor shall be responsible for any damage to existing surfaces, furniture, fixtures or equipment. Repairs or replacement of damaged surfaces, furniture, fixtures or equipment shall be at Service Contractor's sole expense.
- 11) This is NOT a tax exempt project. All applicable sales and use taxes shall be included in the Contract Amount.
- 12) Attached as Exhibit B – Floor Plans (A1.0, M1, M2, and M3), are floor plans and mechanical plans.

**Products:**

- 1.) Provide detergents, disinfectants and other cleaning products appropriate for surfaces being cleaned. Use cleaning products in accordance with manufacturers printed instructions.

**Execution:**

- 1.) Protect all flooring, furniture, fixtures and equipment during remediation.
- 2.) Set up containment to isolate the area currently being remediated.
- 3.) HEPA vacuum all exposed interior surfaces to include finish flooring, walls, molding and trim, doors, light fixtures, bathroom tiles, piping, conduit, ductwork, ceilings, furniture, and equipment as required.
- 4.) HEPA vacuum all HVAC registers and return air grills, along with the exterior of Two (2) HVAC air handlers.
- 5.) Clean/wipe all affected surfaces as required with mild cleaning solution, per standard protocols.
- 6.) Apply disinfectant.
- 7.) Areas to be cleaned/disinfected shall include exposed interior surfaces to include finish flooring, walls, molding and trim, doors, light fixtures, bathroom tiles, piping, conduit, ductwork, ceilings, furniture, and equipment as required.
- 8.) All areas cleaned and disinfected will also require encapsulation to prevent any regrowth.
- 9.) Final clean – HEPA vacuum all affected surfaces.

**Additional Services:**

If, during the course of the work, an unforeseen condition arises, the Contractor will immediately provide the Owner's Project Manager with a written report to include detailed description and cost estimate for additional work required. No work may be performed without written approval by Owner.

END OF SECTION





Company ID Number:

Approved by:

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

SAMPLE



Company ID Number:

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	
Company Facility Address	
Company Alternate Address	
County or Parish	
Employer Identification Number	
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	
Number of Sites Verified for	

SAMPLE

EXHIBIT 2

**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 any auto, including 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: \$2,000,000 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.

**Certificates of Insurance - General** – Within ten (10) calendar days from date of issuance of Contract forms for execution, Consultant 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. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile. A sample Certificate of Liability Insurance form, including the policy endorsement is attached for Consultant'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 have ADDITIONAL INSURED provisions or 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.):
ADDRESS:		
	INSURER(S) AFFORDING COVERAGE	
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 SAID CLAIMS.

INSR. TYPE	TYPE OF INSURANCE	ADDITIONAL	SUBROG.	POLICY NUMBER	POLICY OR (MM/DD/YYYY)	POLICY OR (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability  ONLY AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJE CT <input type="checkbox"/> LOC OTHER:		X	X			EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMMOP AGG \$ 1,000,000 \$
<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		X	X			COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<input checked="" type="checkbox"/>	UMBRELLA LAB <input checked="" type="checkbox"/> EXCESS LAB  <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS		X	X			EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
<input checked="" type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/RETIREE(S) EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	X			<input checked="" type="checkbox"/> BEN STATUTE <input type="checkbox"/> SUPP BEN 1,000,000 E.L. EACH ACCIDENT \$ E.L. DISEASE - SA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
PROJECT NAME: PROJECT NUMBER:

The 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 Additionally Insured. Waiver of Subrogation applies, in favor of City of Mobile with respect to General Liability, Automobile Liability, and Workers Compensation and Employer's Liability. 30-Days Notice of Cancellation, non-renewal or material change shall apply (except 10 days

CERTIFICATE HOLDER	CANCELLATION
City of Mobile Building Services Department P.O. Box 1827 Mobile, AL 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

**EXHIBIT 3**

**STANDARD CONTRACT AGREEMENT BETWEEN  
CITY OF MOBILE AND CONTRACTOR**

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This **AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_,

by and between **THE CITY OF MOBILE**, by its Mayor, duly authorized party of the first part, hereinafter called the "City",

And the **CONTRACTOR**:

City of Mobile Business License Number: \_\_\_\_\_

City of Mobile Vendor Number: \_\_\_\_\_

for the following PROJECT: **SERVICE REPAIR – ENVIRONMENTAL REMEDIATION**

PROJECT NUMBER: **SR-012-20**

PROJECT LOCATION: **Fire Station #20  
3741 Dauphin Island Parkway, Mobile, AL 36605**

WITNESSETH, that this Contractor and City, for the considerations stated herein, agree as follows:

**ARTICLE 1. Statement of Work to be Performed:**

1.1 Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies and equipment necessary to perform a “Deep Cleaning” of the interior of Fire Station #20, as described in Exhibit A, Scope of Work, in accordance with the terms of the Contract.

**ARTICLE 2. Term of Contract:**

2.1 The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The initial term of the Contract shall extend for a total of Fifteen (15) days.

**ARTICLE 3. Contract Sum:**

3.1 The City shall pay the Contractor, in current funds, the sum as follows:

**TOTAL CONTRACT SUM:**

Environmental Remediation:

Cleaning and Encapsulation	\$ _____	.00
Subtotal:	\$ _____	.00
Allowance*:	\$ _____	500.00
Total:	\$ _____	.00

**Total Contract Amount:** \_\_\_\_\_  
(Amount in Words)

\_\_\_\_\_ and 00/100 Dollars (\$ \_\_\_\_\_).00  
(Amount in Numbers)

\* An Allowance of Five Hundred and 00/100 Dollars (\$500.00) has been established in the Contract to cover any unforeseen conditions that require additional remediation. The Allowance shall be used for items of work not included under Basic Services in the Contract Documents. All additional work under this section must be authorized by the Owner, in writing, prior to ordering materials and/or undertaking work. The Allowance shall cover cost of material, labor, equipment, overhead, profit, and all other expenses for additional work as required by Owner. Upon completion of the Service Contract, any unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

**ARTICLE 4. Payments:**

4.1 The City will pay the Contractor on account of the Contract as follows:

- A. Payment will be made upon completion of the work as specified.
- B. Original invoices shall be delivered to the Owner’s Project Manager for review and approval following completion of Work.
- C. Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

**ARTICLE 5. Termination of the Contract:**

5.1 The Owner or Contractor may terminate the Contract upon thirty (30) days written notice. The Owner shall pay the Contractor for work executed and for proven loss with respect to materials, equipment, tools and reasonable overhead.

5.2 The Owner shall not make payment to the Contractor for profit and damages, as the result of terminating the Contract.

**ARTICLE 6. Contract Documents:**

6.1 The contract documents consist of this Agreement, Addenda issued prior to the execution of the Contract, The Contractor’s Quote as accepted by the City, other documents listed in this Agreement, and Modifications issued after the 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. An enumeration of the Contract Documents, other than a Modification, appears below:

1. Request for Quotes, dated November 8, 2019
2. Quote, dated \_\_\_\_\_, 2019
3. Scope of Work, Exhibit A, dated November 8, 2019
4. 5. This Instrument (Agreement)
5. E-Verify Documentation
6. Certificate of Liability Insurance with Endorsements
7. Other Documents as required

**ARTICLE 7. Insurance:**

7.1 Required coverage:

7.1.1 For the life of this Agreement, Contractor shall acquire and maintain in full force and effect no less than the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Comprehensive General Liability (occurrence form) including coverage for premises, products and complete operations, and blanket contractual liability, specifically covering the obligations assumed by the Contractor.

1. Bodily injury liability:  
\$1,000,000 each person  
\$1,000,000 each occurrence
2. Property damage liability - \$1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above:  
Bodily injury and property damage combined –\$1,000,000 per occurrence
4. General Aggregate limit shall apply on a “Per Project” Basis.

B. Comprehensive – Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles.

1. Bodily injury liability:  
\$1,000,000 each person  
\$1,000,000 each occurrence
2. Property damage liability - \$1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above:  
Bodily injury and property damage combined – \$1,000,000 per occurrence

C. Excess/Umbrella Liability insurance

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

D. Workers' Compensation insurance - in the amounts required by all applicable laws, rules or regulations of the state of Alabama.



7.1.2 If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

7.1.3 Waiver of Subrogation - all policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

7.1.4 Additional Insured - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to name City of Mobile as an Additional Insured

7.1.5 Primary Insurance - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

7.1.6 Certificates of Insurance - prior to execution of the Agreement, Contractor shall deliver to the City of Mobile certificates of insurance certifying the existence and limits of the insurance coverages, noting applicable endorsements, described above and shall deliver same and renewals thereof to the City of Mobile. The certificates 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.

## **ARTICLE 8. Miscellaneous Provisions**

8.1 Breach of Contract: In the event of any breach or apparent breach by Service Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Service Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

8.2 Indemnification: Service 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 Service Contractor, its principals, directors, agents, servants 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 Agreement or any activities conducted pursuant thereto, Service 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 Service 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.

8.3 Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

8.4 Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

8.5 Licenses, permits, etc.: Service Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

8.6 No Agency Relationship Created: Service Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Service Contractor provided for herein are performed, but on the contrary, Service Contractor shall be wholly responsible therefore.

8.7 Anti-discrimination: Service 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 (15%) percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

8.8 Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

8.9 State of Alabama Immigration Law: 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.

8.10 Public Contracts with Entities Engaging in Certain Boycott Activities: By signing this contract, the Service 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.

**ARTICLE 9. Signature:**

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Contractor by such duly authorized officers or individuals as may be required by law.

---

**OWNER: City of Mobile**

**SERVICE CONTRACTOR:**

---

Signature

---

Signature

Williams S. Stimpson  
Mayor, City of Mobile

---

Printed Name and Title

**(Corporate Seal if applicable)**

**ATTEST:**

**ATTEST:**

---

City Clerk

---

Signature

---

Brad Christensen, Director  
Real Estate Asset Management

---

Printed Name and Title

## EXHIBIT A

### SCOPE OF WORK

SR-012-20 - Environmental Remediation

Fire Station #20

November 8, 2019

**Scope of Services:** Furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the work to remediate Fire Station #20.

#### **General:**

- 1) Provide all standard and proper Personal Protective Equipment (PPEs) to be used at all times by Service Contractor's employees and other individuals entering the building.
- 2) Remediation work shall be in accordance with Environmental Protection Agency (EPA), Institute of Inspection and Restoration (IICRC), or other documented methodology.
- 3) Furnish, install and maintain air scrubbers to achieve four (4) air changes per hour minimum, in the location where the remediation work is occurring and at least Twenty-Four (24) hours after the work is completed.
- 4) Service Contractor shall be responsible for all remediation means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. Service Contractor shall be fully and solely responsible for jobsite safety.
- 5) On-site parking, delivery, and loading/unloading will be coordinated with Owner's Project Manager.
- 6) Service Contractor shall be allowed to use Facility power and water as necessary for remediation activities.
- 7) Service Contractor shall be allowed to use Facility restrooms.
- 8) Service Contractor shall confine operations at the site to areas permitted by the City of Mobile. Service Contractor shall coordinate the Service Contractor's operations with, and secure the approval of Owner's Project Manager
- 9) Service Contractor shall keep the Project Site clean and shall remove trash and debris daily. At the completion of the work, Service Contractor shall remove all tools, equipment and debris and leave facility clean.
- 10) Service Contractor shall be responsible for any damage to existing surfaces, furniture, fixtures or equipment. Repairs or replacement of damaged surfaces, furniture, fixtures or equipment shall be at Service Contractor's sole expense.
- 11) This is NOT a tax exempt project. All applicable sales and use taxes shall be included in the Contract Amount.
- 12) Attached as Exhibit B – Floor Plans (A1.0, M1, M2, and M3), are floor plans and mechanical plans.

**Products:**

- 1.) Provide detergents, disinfectants and other cleaning products appropriate for surfaces being cleaned. Use cleaning products in accordance with manufacturers printed instructions.

**Execution:**

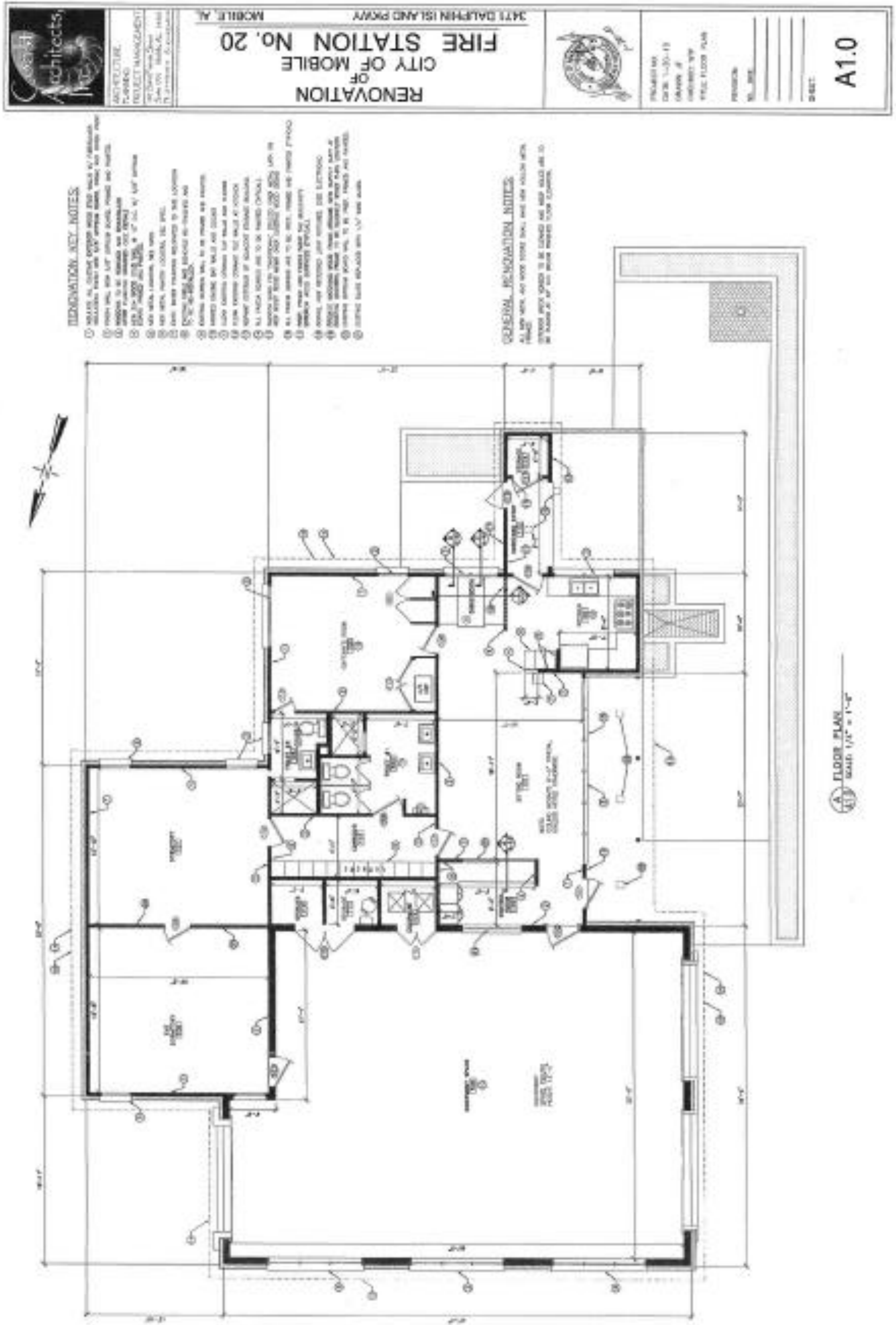
- 1.) Protect all flooring, furniture, fixtures and equipment during remediation.
- 2.) Set up containment to isolate the area currently being remediated.
- 3.) HEPA vacuum all exposed interior surfaces to include finish flooring, walls, molding and trim, doors, light fixtures, bathroom tiles, piping, conduit, ductwork, ceilings, furniture, and equipment as required.
- 4.) HEPA vacuum all HVAC registers and return air grills, along with the exterior of Two (2) HVAC air handlers.
- 5.) Clean/wipe all affected surfaces as required with mild cleaning solution, per standard protocols.
- 6.) Apply disinfectant.
- 7.) Areas to be cleaned/disinfected shall include exposed interior surfaces to include finish flooring, walls, molding and trim, doors, light fixtures, bathroom tiles, piping, conduit, ductwork, ceilings, furniture, and equipment as required.
- 8.) All areas cleaned and disinfected will also require encapsulation to prevent any regrowth.
- 9.) Final clean – HEPA vacuum all affected surfaces.

**Additional Services:**

If, during the course of the work, an unforeseen condition arises, the Contractor will immediately provide the Owner's Project Manager with a written report to include detailed description and cost estimate for additional work required. No work may be performed without written approval by Owner.

END OF SECTION

EXHIBIT B – FLOOR PLANS



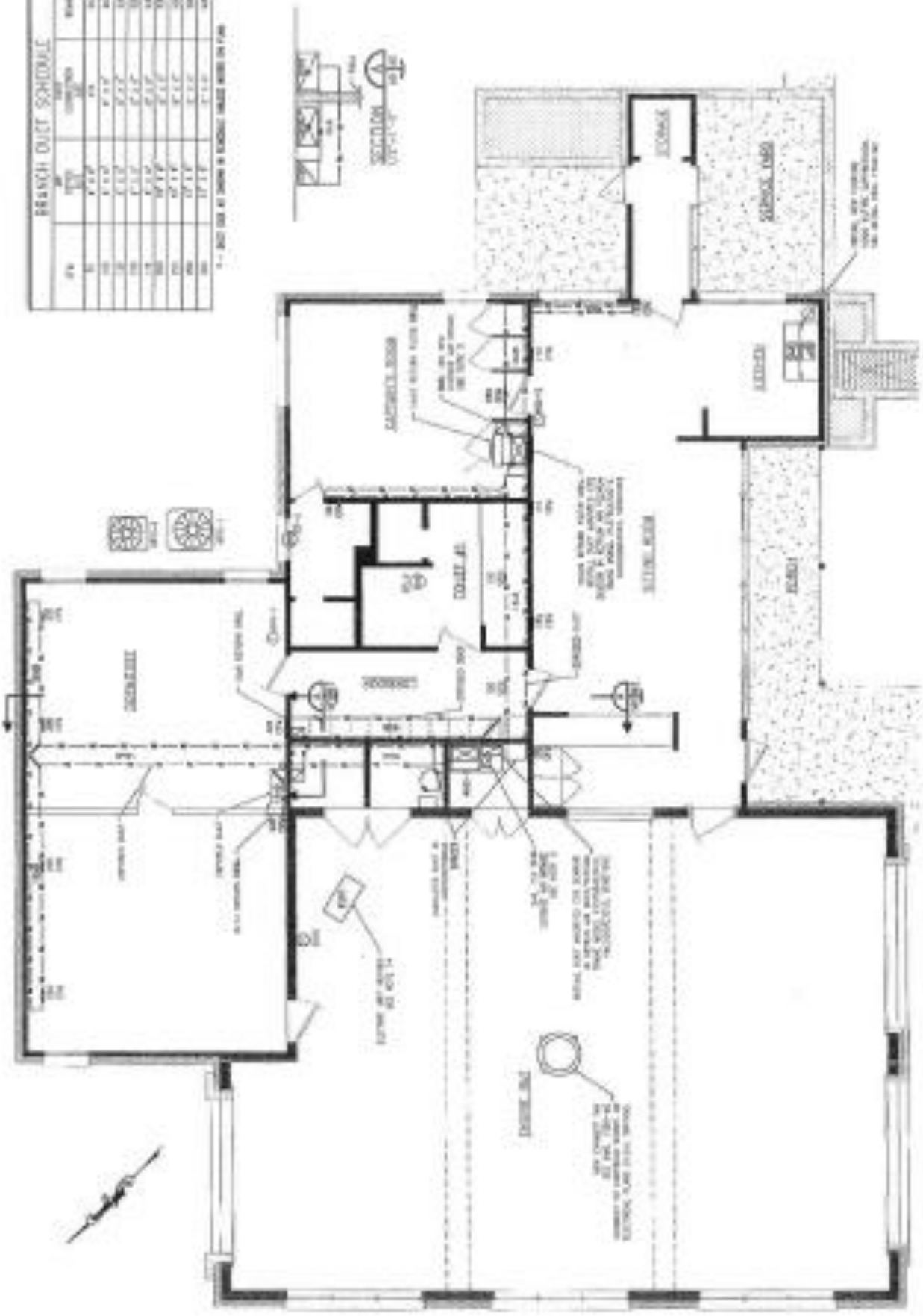
**NOTES:** SEE ALL RELATED DRAWINGS, SPECIFICATIONS AND PERMITS FOR FULL AND COMPLETE INFORMATION.

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF MOBILE, ALABAMA, SPECIFICATIONS FOR THE CONSTRUCTION OF PUBLIC WORKS.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF MOBILE, ALABAMA, SPECIFICATIONS FOR THE CONSTRUCTION OF PUBLIC WORKS.
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10. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF MOBILE, ALABAMA, SPECIFICATIONS FOR THE CONSTRUCTION OF PUBLIC WORKS.

**BRANCH DUCT SCHEDULE**

NO.	TYPE	SIZE	LENGTH	REMARKS
1	12"	12"	10'	TO ROOF
2	12"	12"	10'	TO ROOF
3	12"	12"	10'	TO ROOF
4	12"	12"	10'	TO ROOF
5	12"	12"	10'	TO ROOF
6	12"	12"	10'	TO ROOF
7	12"	12"	10'	TO ROOF
8	12"	12"	10'	TO ROOF
9	12"	12"	10'	TO ROOF
10	12"	12"	10'	TO ROOF
11	12"	12"	10'	TO ROOF
12	12"	12"	10'	TO ROOF
13	12"	12"	10'	TO ROOF
14	12"	12"	10'	TO ROOF
15	12"	12"	10'	TO ROOF
16	12"	12"	10'	TO ROOF
17	12"	12"	10'	TO ROOF
18	12"	12"	10'	TO ROOF
19	12"	12"	10'	TO ROOF
20	12"	12"	10'	TO ROOF

1 - SEE FOR ALL WORK IN EXISTING WARE HOUSE ON PLOT



**LEGEND**

- 1. REGISTER
- 2. REGISTER
- 3. REGISTER
- 4. REGISTER
- 5. REGISTER
- 6. REGISTER
- 7. REGISTER
- 8. REGISTER
- 9. REGISTER
- 10. REGISTER
- 11. REGISTER
- 12. REGISTER
- 13. REGISTER
- 14. REGISTER
- 15. REGISTER
- 16. REGISTER
- 17. REGISTER
- 18. REGISTER
- 19. REGISTER
- 20. REGISTER

**HVAC PLAN**  
8'-0" x 11'-0"

SEE REFERENCE DRAWING ME-1 FOR MOST RECENT RENOVATION

NO.	DATE	BY	CHKD.
1	05/20/14	J. J. [unclear]	[unclear]
2	05/20/14	[unclear]	[unclear]
3	05/20/14	[unclear]	[unclear]

48764 Michael Dr.  
Mobile, AL 36682  
Phone (251) 400-3813  
Fax (251) 403-1411

City of Mobile  
FIRE STATION #20  
3483 DUPAIN ISLAND Pkwy  
MOBILE, AL

Project Number: 14-001

City of Mobile  
1400 North I-65  
Mobile, AL 36682  
Phone (251) 363-0000  
Fax (251) 363-0000

NO.	DATE	BY	CHKD.
1	05/20/14	J. J. [unclear]	[unclear]
2	05/20/14	[unclear]	[unclear]
3	05/20/14	[unclear]	[unclear]

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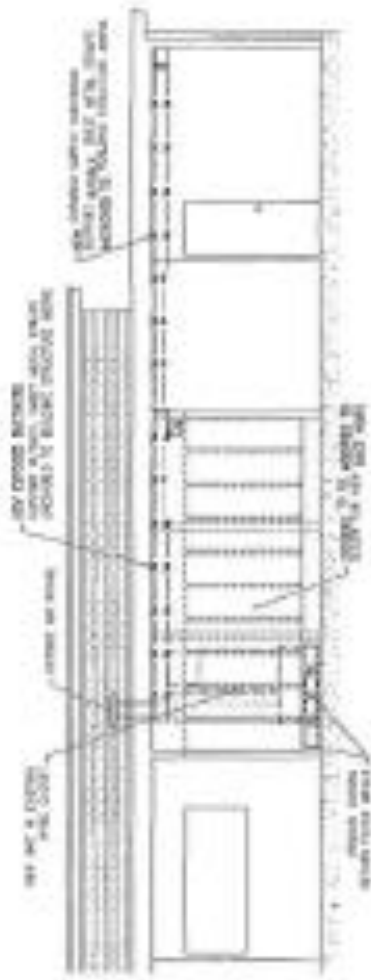
**SPUT SYSTEM HEAT PUMP UNIT SCHEDULE**

UNIT NO.	UNIT TYPE	UNIT MODEL	UNIT SERIAL NO.	UNIT WEIGHT	UNIT HEIGHT	UNIT WIDTH	UNIT DEPTH	UNIT VOLUME	UNIT AREA	UNIT PERIMETER	UNIT COMMENTS
1	HEAT PUMP	48H1000	1000000000	1000	48	100	100	480000	4800	196	HEAT PUMP UNIT
2	HEAT PUMP	48H1000	1000000000	1000	48	100	100	480000	4800	196	HEAT PUMP UNIT

1. ALL UNITS TO BE INSTALLED ON CONCRETE FOUNDATION. SEE ARCHITECTURAL DRAWINGS FOR UNIT FOUNDATION DETAILS.  
 2. UNITS TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTALLATION INSTRUCTIONS.  
 3. UNITS TO BE INSTALLED IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS.  
 4. UNITS TO BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS.

**SPACE STANDARDS RE-1188 OUTSIDE AIR RE-CIRCULATION REQUIREMENTS**

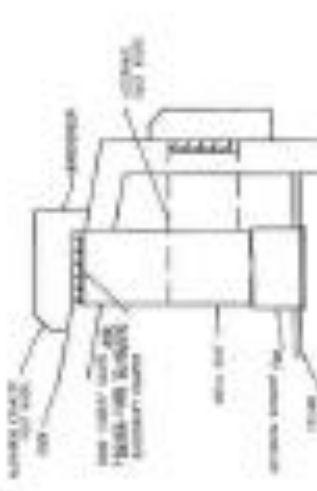
SPACE TYPE	RE-1188	RE-1188A	RE-1188B	RE-1188C	RE-1188D
1. OFFICE	10	10	10	10	10
2. CONFERENCE	10	10	10	10	10
3. CLASSROOM	10	10	10	10	10
4. LABORATORY	10	10	10	10	10
5. STORAGE	10	10	10	10	10



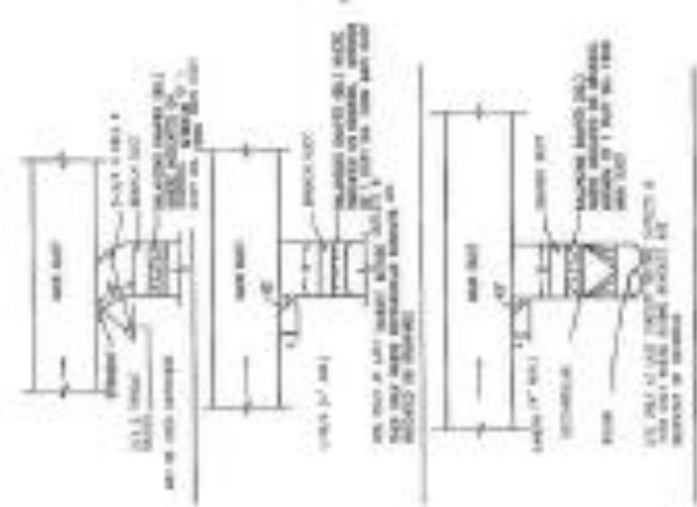
SECTION 1/4"



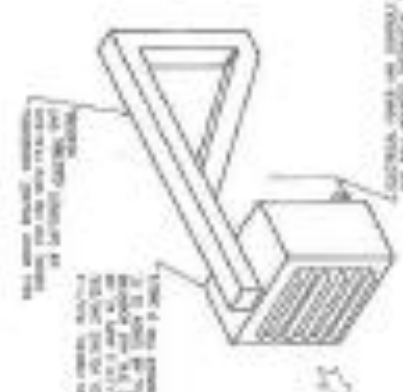
ROOF MOUNTED EXHAUST FAN DETAIL



RESTROOM EXHAUST FAN DETAIL



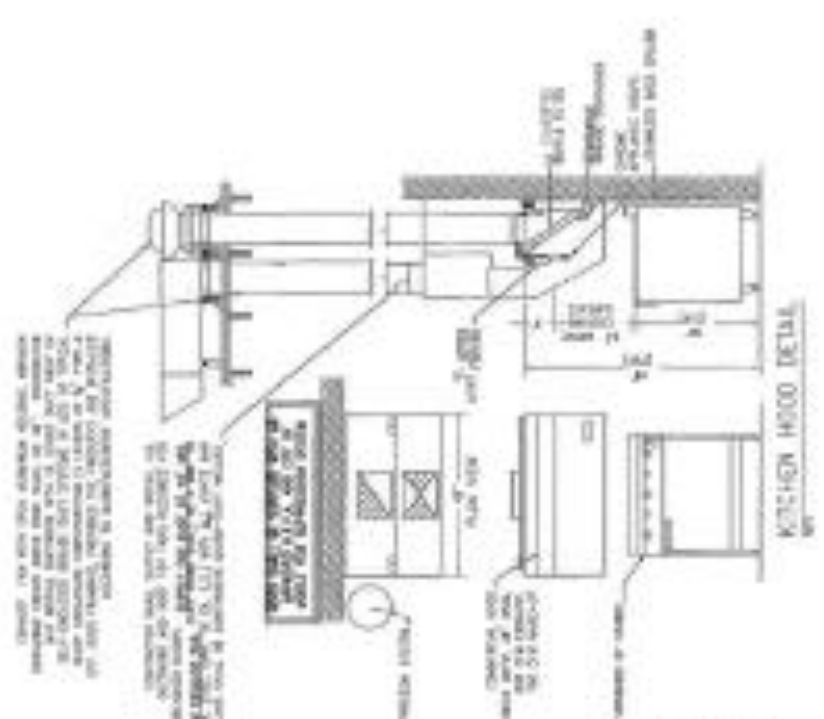
TYPICAL BRANCH CONNECTION



HORIZONTAL UNIT HEATER DETAIL

**ELECTRIC UNIT HEATER SCHEDULE**

UNIT NO.	LOCATION	TYPE	WATTAGE	VOLTS	PHASE	REMARKS
1	REST RM	EH	1500	115	1PH	115V
2	REST RM	EH	1500	115	1PH	115V



KITCHEN HOOD DETAIL

PROJECT NUMBER: P01-19-20

City of Mobile  
 FIRE STATION #20  
 3480 DAUPHIN ISLAND PKWY  
 MOBILE, AL

City of Mobile  
 601 South 9th  
 Mobile, AL 36688  
 Phone: (904) 343-0000  
 Fax: (904) 343-0001

City of Mobile  
 601 South 9th  
 Mobile, AL 36688  
 Phone: (904) 343-0000  
 Fax: (904) 343-0001

DATE: 01/15/2020

SCALE: AS SHOWN

PROJECT NUMBER: P01-19-20

DATE: 01/15/2020

SCALE: AS SHOWN

PROJECT NUMBER: P01-19-20

DATE: 01/15/2020

SCALE: AS SHOWN



**HEATING, VENTILATION, AND AIR-CONDITIONING SPECIFICATIONS**

**PART 1 - GENERAL**

1.01 SUMMARY  
A. Section Includes  
1. Heating, Ventilation, and Air-Conditioning System  
2. Heating, Ventilation, and Air-Conditioning Equipment  
3. Heating, Ventilation, and Air-Conditioning Controls  
4. Heating, Ventilation, and Air-Conditioning Piping

**1.02 RELATED SECTIONS**

A. Electrical - Controls, Wiring, and Piping  
B. Mechanical - Piping, Ductwork, and Equipment  
C. Painting - Equipment and Piping

**1.03 REFERENCES**

A. ASHRAE Handbook - Heating, Ventilation, and Air-Conditioning, 2001 Edition  
B. ASHRAE Handbook - Refrigeration, 2001 Edition  
C. ASHRAE Handbook - HVAC Systems and Equipment, 2001 Edition

**1.04 NOTES**

1. Heating, Ventilation, and Air-Conditioning System shall be designed to provide heating and cooling for the building. The system shall be designed to provide heating and cooling for the building in accordance with the ASHRAE Handbook - Heating, Ventilation, and Air-Conditioning, 2001 Edition.

**1.05 MATERIALS**

A. Heating, Ventilation, and Air-Conditioning Equipment shall be manufactured in accordance with the ASHRAE Handbook - Heating, Ventilation, and Air-Conditioning, 2001 Edition.

**1.06 INSTALLATION**

A. Heating, Ventilation, and Air-Conditioning Equipment shall be installed in accordance with the ASHRAE Handbook - Heating, Ventilation, and Air-Conditioning, 2001 Edition.

**1.07 MAINTENANCE**

A. Heating, Ventilation, and Air-Conditioning Equipment shall be maintained in accordance with the ASHRAE Handbook - Heating, Ventilation, and Air-Conditioning, 2001 Edition.

**1.08 TESTING**

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**PROJECT NUMBER: 10-05-08**

**MOBILE SPECIFICATIONS**

**City of Mobile**  
**FIRE STATION #20**  
**3485 DAUPHIN ISLAND HWY**  
**MOBILE, AL**

**City of Mobile Government**  
 480 David Rd.  
 LaGrange, GA 30240  
 Phone (770) 283-8322  
 Fax (770) 283-8322

**601 S. Michael St.**  
 Mobile, AL 36682  
 Phone (251) 433-1411  
 Fax (251) 433-1411

NO.	REVISION	DATE	BY	CHKD
1	ISSUED FOR BIDDING	08/11/08	MM	MM
2	ISSUED FOR BIDDING	08/11/08	MM	MM
3	ISSUED FOR BIDDING	08/11/08	MM	MM
4	ISSUED FOR BIDDING	08/11/08	MM	MM

DATE: 08/11/08