

MOBILE CIVIC CENTER, THEATER, AND EXPO HALL DEMOLITION
Project Number CC-034A-22
Pre-qualified Bidder List

CONTRACTOR
<i>Britt Demolition & Recycling, Inc., Cullman, AL</i>
<i>Complete Demolition Services, LLC, Carrollton, GA</i>
<i>CrowderGulf LLC, Mobile, AL</i>
<i>DH Griffin Wrecking Company, Inc., Birmingham, AL</i>
<i>Environmental Abatement, Inc., Hendersonville, TN</i>
<i>Homrich Wrecking, Inc., Carleton, MI</i>
<i>Independence Excavating, Inc., Independence, OH</i>
<i>Lindamood, Inc., Irving, TX</i>
<i>LM Sessler Excavating & Wrecking, Inc., Rock Hill, SC</i>
<i>NorthStar Contracting Group, Inc., Orlando, FL</i>
<i>Persons Services Corp., Mobile, AL</i>
<i>Rabren General Contractors, LP, Auburn, AL</i>
<i>Renascent, Inc., Nashville, TN</i>
<i>Sabre Demolition Corporation, Warners, NY</i>
<i>Target Contractors, LLC, Ladson, SC</i>
<i>Total Wrecking & Environmental, LLC, Buffalo, NY</i>
<i>Virginia Wrecking Co. Inc., Daphne, AL</i>



PROJECT MANUAL

FOR

CIVIC CENTER DEMOLITION

**401 Civic Center Drive
Mobile, Alabama 36602**

Project No. CC-034D-22

May 30, 2024



City of Mobile
Architectural Engineering Department
Government Plaza
205 Government Street, South Tower, 5th Floor
Mobile, Alabama 36602

Bid Date: _____

Set Number: _____

OWNERSHIP OF DOCUMENTS AND DISCLAIMER

The Project Manual, Technical Specifications, Drawings, and all other documents relating to this project have been prepared for this individual and particular project, and for the exclusive use of the original Owner, developer or other party so indicated.

Actual project conditions and as-built conditions may vary significantly. Changes made during bidding, negotiations, construction, due to additions or deletions of portions of this project, and/or for other reasons, may not be indicated in these documents.

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Goodwyn, Mills and Cawood, Inc.

11 N. Water Street

Suite 15250

Mobile, AL 36602

PROJECT DIRECTORY

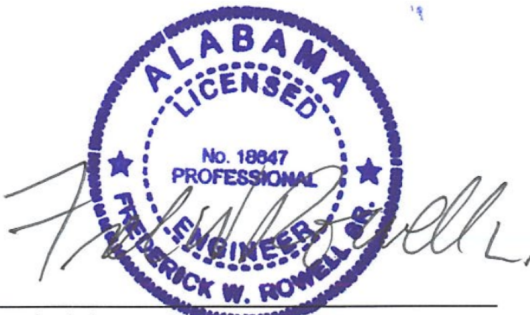
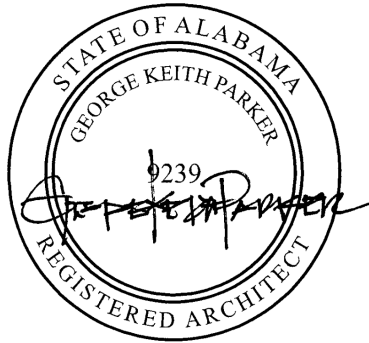
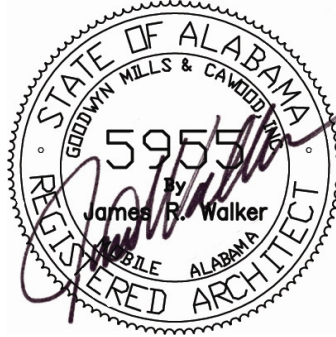
OWNER: **City of Mobile Architectural Engineering Department**
Government Plaza
205 Government Street, South Tower, 5th Floor
Mobile, Alabama 36602
Phone: (251) 208-7492
Carleen Stout, Deputy Director, Real Estate
and Asset Manager

ARCHITECT: **GOODWYN MILLS CAWOOD**
11 North Water Street
Mobile, Alabama 36602
Phone: (251) 460-4006
James R. Walker, AIA, Project Architect
George Keith Parker, AIA, Project Manager

CONSTRUCTION
MANAGER: **VOLKERT, INC**
11 N Water Street, Suite 18290
Mobile, AL 36602
Phone: (864) 245-1917
Sam Matheny, Program Manager

SECTION 00 0107

PROFESSIONAL SEALS



Frederick W. Rowell Sr., P.E.
Alabama AHERA Project Designer
APD32225546



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.. NOT REQUIRED

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

PROJECT NAME: Mobile Civic Center, Theater, and Expo Hall Demolition
a.k.a. "Mobile Civic Center Demolition" as referenced elsewhere.
PROJECT LOCATION: 401 Civic Center Drive, Mobile, Alabama 36602
PROJECT NUMBER: CC-034A-22

1. BID DATE:

- A. Sealed bids will be received from Pre-qualified Bidders only.
- B. Sealed Bids will be received and clocked in until 2:15 PM local time, Monday, the 8th day of July 2024 in the office of the City Clerk, Government Plaza, 9th Floor South Administrative Tower, 205 Government Street, Mobile, Alabama 36602.
- 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 unopened.
- D. Bids will be publicly opened and read at 3:00 PM local time, in Room 16 of the Mobile Civic Center located at 401 Civic Center Drive, Mobile, Alabama 36602.

2. SPECIFICATIONS AND DRAWINGS:

- A. Specifications and Drawings are on file and may be examined and obtained from the following location: <https://www.cityofmobile.org/bids/>
- 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. All Addenda will be posted to the following location:
<https://www.cityofmobile.org/bids/>
- D. This is a tax exempt project and shall be certified by the requirements of the Alabama Department of Revenue. Bidders shall NOT include sales and use taxes with their bid amounts. Bidders shall complete the Sales Tax Form C-3A and include it as an attachment to their Bid Form (see Section 00400).
- E. Bidder questions shall be submitted electronically to sam.matheny@volkert.com and keith.parker@gmcnetwork.com no later than June 28, 2024.

3. BID SURETY: Required on Bids \$10,000.00 or more

- A. A Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a 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 issued by a Surety licensed to do business in the State of Alabama. Bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.
- C. No Bid may be modified, withdrawn, or canceled for a period of Ninety (90) days after the time designated above for receipt of bids.

The City of Mobile will have Ninety (90) 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. Bidders shall be pre-qualified in order to submit a bid.
- B. 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. 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. Before Bidding, Contractor shall verify their license classification of their General Contractors license with the State of Alabama Licensing Board for General Contractors to verify classification is acceptable to perform 51% of the Scope of Work.
- C. 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 submitting a bid, be registered with the Alabama Secretary of State and the Alabama Department of Revenue. Provide the Secretary of State Business "Entity ID Number" on the Bid Form in the space provided.

8. PRE-BID CONFERENCE:

- A. **A Mandatory Pre-Bid Conference shall be held on Thursday, June 20, 2024 at 10:00 AM local time in Room 16 of the Mobile Civic Center located at 401 Civic Center Drive, Mobile, Alabama 36602.** The conference will include a walkthrough of the site location.
 - B. The Pre-bid conference will be open to potential subcontractors and suppliers.
 - C. Minutes of this conference will be issued as an Addendum to the bid documents.
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 MOBILE CIVIC CENTER, THEATER, AND EXPO HALL DEMOLITION - PROJECT NUMBER: CC-034A-22".
 - 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. In addition, in large letters on both front and back of envelope, write the following: DO NOT OPEN UNTIL TWO-THIRTY PM, JULY 8, 2024.
 - F. 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.
 - G. 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. The total % of DBE participation shall be equal to or greater than 15% of the total bid price. 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. Additional Bidding Procedure information is contained therein, particularly in the specification Section 00 20 00 "Instructions to Bidders - AIA Document A701" and in the specification Section 00 22 00 "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. Subcontractors 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

SECTION 00 20 00**INSTRUCTIONS TO BIDDERS****PART 1 – GENERAL**

This section includes the INSTRUCTIONS TO BIDDERS, AIA Document A701-2018 edition, to be utilized with the Owner's most recent modifications and which shall be used in conjunction with the entire Bid Documents and Section 00 22 00 – SUPPLEMENTARY INSTRUCTIONS TO BIDDERS for this Project.



AIA® Document A701® – 2018

Instructions to Bidders

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

Mobile Civic Center, Theater, and Expo Hall Demolition
401 Civic Center Drive
Mobile, AL 36602
Project Number CC-034A-22

THE OWNER:
(Name, legal status, address, and other information)

City of Mobile
PO Box 1827
Mobile, Alabama 36633-1827

THE ARCHITECT:
(Name, legal status, address, and other information)

Goodwyn Mills Cawood
11 North Water Street
Mobile, AL 36602.

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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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™–2017, Owner’s Instructions to the Architect, Parts A and B will be completed prior to using this document.

ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents. A Bidder must be licensed by the State Licensing Board for General Contractors if the amount for the Contract exceeds the amount established by said Board.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work. A Sub-bidder performing Work must be licensed by the State Licensing Board for General Contractors if the Sub-bidders' contract amount exceeds that established by said Board.

1.10 A non-resident Bidder or Sub-bidder is one who

- a. Is neither organized nor existing under the laws of the State of Alabama
- b. nor maintains its principal place of business in the State of Alabama.

A non-resident contractor who has maintained a permanent branch office within the State of Alabama for at least five (5) continuous years shall not thereafter be deemed to be a non-resident contractor so long as such contractor continues to maintain a branch office within Alabama.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

§ 2.2 The Bidder is licensed by the State Licensing Board for General Contractors and the amount Bid does not exceed the Bid Limit stipulated in the Bidder's License and by the City of Mobile.

§ 2.3 Each and every Contractor belonging to or comprising a part of any entity that is bidding as a joint venture or association involving two or more contractors is licensed by the State Licensing Board for General Contractors and that the amount Bid does not exceed the Bid limit stipulated in at least one of their licenses.

§ 2.4 Any non-resident Bidder is authorized by the Secretary of State of Alabama and is registered with Alabama Department of Revenue to transact business in Alabama.

§ 2.5 Joint Ventures or Associations of Contractors, whether the same are Bidders or Subcontractors of Bidders, will remain in existence until all insurance and warranty requirements for the Project have been fulfilled.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

(Paragraphs deleted)

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least five (5) calendar days prior to the date for receipt of Bids.

(Paragraphs deleted)

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.2.4 The Contract Drawings and Specifications are intended to cooperate and agree, but should conflicts or difference be found to exist between the requirements within either and clarification has not been obtained in accordance with the above procedure prior to Bidding, then the most costly and/or restrictive interpretation by the decision of the Architectural Engineering Department Director will be final.

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least fifteen (15) calendar days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.3.6 See Division One Section "Substitution Procedures", if included in Specification.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

(Paragraphs deleted)

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than two (2) days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents. No bid will be considered unless made out and submitted on a copy of the Bid Form, Section 00 40 00. Additional Bid Forms will be furnished to prospective Bidders upon request.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

Unit Prices: Supply requested Unit Prices where shown on the Bid Form, Such Unit Prices shall be used to adjust the Contract Amount where the quantities shown on the Drawings and/or Specifications do not reflect amounts required for

completion of the work. Where Completion of the Work requires quantities in excess of those shown on the drawings and specifications, unit prices shall be used to compute an extra payment to the Contractor. Where completion of work required quantities less than those on the Drawings and/or specifications, unit prices shall be used to compute a credit to the Owner.

Contingency Allowance: As shown on the Bid Form, Contractor shall add the amount of the contingency allowance to the Base Bid to derive the Total Bid. The 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. The contingency allowance shall be used to fund unforeseen conditions not covered in the construction documents and shall be subject to the provisions of change orders. Upon the completion of work any unused portion of the contingency allowance shall be credited to the Owner by change order.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security if so required in the Bidding Documents:

The Bidder shall provide a Bid Security in the form of a cashier's check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond. Bid Security is required for bids exceeding \$10,000.00. Bid Security shall be in the amount of 5% of the TOTAL BID, but in no event more than \$10,000.00.

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected.

§ 4.2.5 Bonds must be issued by a Surety authorized to do business in the State of Alabama. A Performance Bond and a Labor and Material Payment Bond are required for projects exceeding \$10,000.00. If the project cost is \$50,000.00 or more, 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.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

Submission of Bid shall be as stated in Section 00 10 00, Invitation to Bid, Paragraph 9, titled "Bid Submittal".

(Paragraph deleted)

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted and will be returned unopened.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

(Paragraphs deleted)

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 The Owner shall accept Alternates in the order listed on the Bid Form to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

(Paragraphs deleted)

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, within three (3) calendar days or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and

- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.
- .4 The name of the Project Superintendent and Project Manager together with the resume of qualifications of each;
- .5 Nonresident Contractor shall submit a letter from an attorney as required by Subparagraph 11.1.2 below and;
- .6 Engineering Firm or Testing Laboratory for testing as specified.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

§ 6.3.5 The Contractor shall, within ten (10) calendar days of receiving Contract Forms for signature, furnish to the Owner the following items, along with the signed contract, or the Bid Security will be forfeited automatically without further delay:

- .1 A Signed Construction Contract;
- .2 Performance Bond and Labor and Material Payment Bond (originals) on all Bids over \$10,000.00;
- .3 Certificate(s) of Insurance and copy of Builder's Risk Policy (original), as identified in the specifications;
- .4 Schedule of Values; and
- .5 Federal Immigration Law Compliance: E-Verify enrollment documentation.

§ 6.3.6 The Bid Check or Bond of the three (3) lowest Bidders will not be returned until after the Construction Contract is executed.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

§ 7.1.4 A Surety authorized to do business in the State of Alabama shall issue Performance Bond and Labor and Material Payment Bond, as required by the Contract Documents. If the project cost is \$50,000.00 or more, 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.

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than ten (10) calendar days from receiving the Construction Contract forms for signature.

§ 7.2.2 The bonds shall be written on City's Performance Bond and Labor and Material Payment Bond forms.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

§ 8.1.1 AIA Document A101, Standard Form of Agreement Between Owner and Contractor where the Basis of Payment is a stipulated sum will be edited electronically and include the standard signatures as required by the City of Mobile.

ARTICLE 9 NONDISCRIMINATION

§ 9.1.1 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 shall assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities. Contractor shall provide a completed copy of the City of Mobile Subcontracting and Major Supplier Plan with the Bid Form, for bids of \$250,000.00 or greater.

ARTICLE 10 USE OF DOMESTIC PRODUCTS

§ 10.1.1 Section 39-3-1 Code of Alabama provides that the Contractor agrees, in the execution of this contract, to use material 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 nor more than 20 percent of the gross amount of the contract price.

§ 10.1.2 Section 39-3-4, Code of Alabama provides that the Contractor for a municipal construction project, financed by the State of Alabama or any political subdivision thereof, is required to use steel produced within the United States. If the Contractor violates the requirement to use domestic steel, this contract will automatically be revoked and the contractor shall not be entitled to any set-off or recoupment for labor or materials used up to the time of revocation.

ARTICLE 11 PREFERENCE TO RESIDENT CONTRACTORS

§ 11.1.1 Except for contracts funded in whole or in part with funds received from a federal agency, preference shall be given to Alabama resident contractors, and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded the contracts only on the same basis as a the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances. In the letting of public contracts in which any state, county or municipal funds are utilized, resident contractors in Alabama, be they corporations, individuals or partnerships, are to be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident.

§ 11.1.2 A successful nonresident bidder shall include in his post bid submittals a written opinion of an attorney at law licensed to practice law in such nonresident bidders' state of domicile, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that state in the letting of any or all public contracts.

ARTICLE 12 PRE-BID REQUIREMENTS

§ 12.1 STATE OF ALABAMA CONTRACTORS LICENSE

§ 12.1.1 If the Project total bid amount is \$50,000 or more, a license issued by the State of Alabama Licensing Board for General Contractors is required prior to submitting a bid and the licensed classification and bid limits must cover the type

of work in this project. See Invitation to Bid, Section 6 "Bidder Qualifications".

§ 12.2 A NONRESIDENT BIDDER

§ 12.2.1 Every bidder shall be registered with the Department of Revenue and with the Alabama Secretary of the State prior to bidding. The Secretary of State's "Business Entity ID" registration number shall be included on the bid form.

ARTICLE 13 POST-BID REQUIREMENTS

§ 13.1 CITY CONTRACTOR'S LICENSE

13.1.1 A City of Mobile Contractors License is required and must be current before the Contractor signs the Contract. Contractor must qualify and post \$10,000.00 Surety Bond with the Land Use/Code Administration Department before a Contractors License will be issued by the Revenue Department. Information on the City Contractors 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
251.208.7461

13.2 E-VERIFY DOCUMENTATION

§ 13.2.1 The Contractor agrees that it shall comply with all of the requirements of the State of Alabama Immigration Law (Act. No. 2011-535 as amended by Act. No. 2012-491, Alabama Code (1975) Section 31-13-1, et. Seq., See Section 31-13-9), and the provisions of said Law, including all penalties for violation thereof, are incorporated therein.

13.3 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES

§ 13.3 The Contractor represents and agrees that it is not currently engaged in, nor will 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.

(Table deleted)(Paragraphs deleted)(Paragraphs deleted)

**SECTION 00 22 00
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

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

1. BIDDING DOCUMENTS

- A. Bidders may obtain complete sets of Bid Documents and Specifications (Project Manual) from the Department of Architectural Engineering 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 Project Manager any errors, inconsistencies or ambiguities discovered.
- B. Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Project Manager by 12:00 PM at least five (5) calendar days prior to the date for receipt of Bids. E-mail requests are required and should be addressed to sam.matheny@volkert.com and keith.parker@gmcnetwork.com.
- 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 costliest 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 a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, 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 ninety (90) 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 (90) 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.
- E. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment of retainage being made to the Contractor.

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 conference, fully inform themselves as to existing conditions and limitations, and include in the Bid a sum to cover the cost of all items included in the Contract and necessary to perform the Work. The submission of a Bid will be considered as conclusive evidence that

the Bidder has made such examination.

6. SUBMISSION OF BIDS:

- A. Bid, with Bid Security, Sales Tax Form C-3A, 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 MOBILE CIVIC CENTER DEMOLITION, PROJECT NUMBER: CC-034D-22**, 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 ninety (90) 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 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 and/or options that may be accepted, as listed on the Bid Form.

9. PROOF OF COMPETENCY OF BIDDER:

- A. Bidders have been prequalified. All prequalified bidders are considered to 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 Contractor's name shall be EXACTLY the same.

11. NONDISCRIMINATION:

- A. 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.

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. Preference to Resident Contractors: Section 39-3-5, Code of Alabama, 1975, provides that a non-resident (out of State) bidder domiciled in a state which grants a preference to local Contractors is to be awarded a public contract on the same basis as the non-resident bidder's state awards contracts to Alabama bidders. Alabama bidders are given a preference to the same extent that a non-resident bidder receives a preference in his home state. A non-resident bidder must include with any written bid documents a written opinion of an attorney licensed to practice in the non-resident bidder's state declaring what preferences, if any, exists in the non-resident's state.
- B. Certificate of Authority: All non-resident (out of State) bidders shall be registered with the Alabama Secretary of State and the Alabama Department of Revenue prior to submitting a Bid. Provide the Secretary of State Business "Entity ID Number" on the Bid Form in the space provided.

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 00 60 00).

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 when contractor signs the contract 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, City of Mobile Development Permit AND Certificate of Appropriateness is required and shall be obtained from the Land Use/Code Administration Department, 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 Eighty (180) calendar days from the date indicated by the Notice to Proceed.**
- B. Contractor shall have access to the site as approved by the Owner, but typically **seven days a week, 24 Hours per day**. Contractor is directed to coordinate all areas of work and scheduling with the Owner. After hours work will require prior approval of the Project Manager and may require hiring of a guard at the contractor's expense.
- C. The Contractor may be allowed additional construction days due to inclement conditions as detailed in Section 007300 Supplementary Conditions, Paragraph E.

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 workday. 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 website at www.bc.alabama.gov.

22. SUBMISSION OF LIEN WAIVERS:

- A. At each monthly Application for Payment submitted to the owner, the Contractor shall provide completed 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 consecutive 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 Mobile Civic Center- Parking Facility- CC-085-22, Mobile, Alabama 36602. 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.

- 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 **One Thousand and 00/100 Dollars (\$1,000.00)** per calendar day will be made against the Contractor for each calendar day following the **date specified for the Substantial Completion of the Work** continuing until the issuance of a Certificate of Substantial Completion by the Owner, 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.
- B. The submittal of a Bid and/or Proposal by any Contractor and their Subcontractors shall be construed as, in part, acknowledgment and acceptance of these provisions.

END OF SECTION

**SECTION 00 73 00
SUPPLEMENTARY PROJECT CONDITIONS**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

All Sections within DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS AND DIVISION 01 – GENERAL REQUIREMENTS.

1.2 SUMMARY

The Supplementary Conditions of the Contract are meant to be viewed as a complement to the General Conditions of the Contract. Should any discrepancy or ambiguity be noted, the Supplementary Conditions of the Contract shall apply, and the General Conditions of the Contract shall defer to Supplementary Conditions of the Contract. The terms “Designer”, “Architect”, and “Engineer” shall be construed to mean Goodwyn Mills Cawood. The terms “Owner”, “Awarding Authority”, and “City of Mobile” shall be construed to mean The City of Mobile. The term “Program Manager (PM)”, “Construction Manager” and “Owner’s Representative” shall be construed to mean “Volkert, Inc.”. Where the Project Manual refers to Owner; it shall be recognized to include the Owner’s Representative (PM) as per the requirements and limitations of the contract between Owner and Program Manager.

- A. All documents to be submitted or otherwise provided by the Contractor shall be transmitted to the Architect and Program Manager via the project web site.
- B. The City of Mobile utilizes E-Builder as its project management system. E-builder is a secure data collections site: <https://www.e-builder.net>. Firms and/or individuals, including subconsultants, shall use E-Builder as an essential component of project management with the City of Mobile. Membership fees are \$2,150.00 per user to participate in the E-Builder project management system. The Contractor shall be required to have two user accounts and include this cost in the bid. The Contractor may request to add other users at the Contractor’s expense. The Contractor will be required to submit all Pay Applications, RFIs, Submittals, and other project documents required by the specifications through E-Builder Project Management Software.
- C. In the event the Contract Period of Performance extends into the Mobile Mardi Gras season, the Contractor shall account for potential disruptions to the work that may result from Mardi Gras. Any such disruptions shall be considered by the Contractor and included in the bid and shall not be a basis for a claim for additional compensation or time extension.

- D. The Contractor will not be permitted to work, have any road closures, nor traffic interferences in place on the following days:
- a. Veterans Day, November 11, 2024
 - b. Lundi Gras, March 3, 2025
 - c. Fat Tuesday, March 4, 2025
- E. Contractor shall have access to the site seven days a week, 24 hours per day. Normal work hours are considered to be 6:00 am until 6:00 pm Monday through Friday excluding holidays. Work outside of normal hours shall require approval of the Program Manager. Approval of the Program Manager does not relieve the bidder from complying with any and all City of Mobile ordinances regarding noise, light, or other nuisances.
- F. 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 (0.10") of rain falling within a given 24 hour period as measured at the project site. The Contractor shall request in writing any "rain days" they feel are legitimately due. Weather delay requests shall be submitted to the Program Manager in writing, on a monthly basis. The Contractor's claim shall account for and give credit to the Owner for days during the previous month that were less than the NOAA/National Weather Service average (previous 5 years) for the previous month.

The Claim shall include documentation of trades adversely impacted and the impacted activities of each trade. The documentation shall further substantiate that weather conditions were abnormal for the period of time; could not have been reasonably anticipated; the Contractor had taken reasonable efforts to minimize the impact; the adverse weather conditions occurred on or impacted a scheduled work day during regularly scheduled work hours; and the Contractor demonstrates, through the Critical Path Method of scheduling, the Substantial Completion Date has been impacted.

PART 2 - PRODUCTS (Not Applicable.)

PART 3 - EXECUTION (Not Applicable.)

- A. All temporary chain link construction fencing, and signage shall be installed prior to performing any site demolition other than that required to install the fencing.
- B. The Contractor's laydown area shall be as shown in the contract drawings.

Contractor personnel shall not park in or otherwise utilize the laydown areas of other contractors working on the site.

- C. The Contractor's construction entrance shall be located on Claiborne Street.
- D. Construction traffic to include, but not limited to, heavy equipment delivery and pick up, haul trucks, and material delivery shall not be permitted on Lawrence Street.
- E. Due to the site's location in a historic district and close proximity of historic structures and residential properties the use of explosives is prohibited.
- F. If the Contractor intends to utilize on site crushers for concrete and masonry debris processing prior to removal from the site, this equipment shall be located on the east side of the project site as far from the residential properties as is reasonably possible. The location shall be approved by the Program Manager. Crushing equipment shall comply with all City of Mobile Ordinances regarding noise and dust controls.
- G. There are two Mosaic Murals located in the current Arena lobby that are required to be removed and relocated to the exhibition hall of the Mobile Convention Center. The Contractor will be required to perform this work under the direction of ICC Commonwealth Corporation, a historic preservation company, who are currently developing the design and work plan for the removal and relocation of the murals. A bid allowance of \$1,000,000 has been included in the Contract documents for this work.
- H. The Contractor shall protect, disconnect, and remove the Carrier 500 Ton Chiller currently installed at the Arena for City of Mobile re-use. The Chiller shall be removed prior to demolition of the Arena and placed in the existing parking lot in a location so as not to interfere with the Contractor's work. The City of Mobile will load and transport the Chiller off site.

END OF SECTION 00 73 00

BID FORM

To: **The City of Mobile**

Date: _____

In compliance with your Advertisement for Bids and subject to all conditions thereof, the undersigned,

(Legal Name of Bidder)

hereby proposes to furnish all labor and materials and perform all work required for the demolition of

**WORK: The City of Mobile, Alabama
 Civic Center Demolition
 401 Civic Center Drive, Mobile, AL 36602
 COM Project Number: CC-034D-22**

in accordance with Drawings and Specifications, dated May 31, 2024, prepared by Goodwyn, Mills and Cawood, Inc.

The Bidder, which is organized and existing under the laws of the State of _____, having its principal offices in the City of _____, is a Corporation a Partnership an individual (other) _____

LISTING OF PARTNERS OR OFFICERS: If Bidder is a Partnership, list all partners and their addresses; if Bidder is a Corporation, list the names, titles, and business addresses of its officers:

BIDDER'S REPRESENTATION: The Bidder declares that it has examined the site of the Work, having become fully informed regarding all pertinent conditions, and that it has examined the Drawings and Specifications (including all Addenda received) for the Work and the other Bid and Contract Documents relative thereto, and that it has satisfied itself relative to the Work to be performed.

ADDENDA: The Bidder acknowledges receipt of Addenda Nos. _____ through _____ inclusively.

BASE BID: For construction complete as shown and specified, the sum of _____ Dollars (\$ _____)

BREAKDOWN OF BID

Base Bid:	\$ _____	
Mosaic Mural Removal Allowance:	\$	\$1,000,000.00
Contingency Allowance:	\$	\$1,000,000.00
Total Bid with Allowances:	\$ _____	

ALTERNATES:

UNIT PRICES – (See Attachment) (if required)

BID SECURITY: The undersigned agrees to enter into a Construction Contract and furnish the prescribed Performance and Payment Bonds and evidence of insurance within fifteen (15) calendar days, or such other period stated in the Bid Documents, after the contract forms have been presented for signature, provided such presentation is made within 30 calendar days after the opening of bids, or such other period stated in the Bid Documents. As security for this condition, the undersigned further agrees that the funds represented by the Bid Bond (or cashier's check) attached hereto may be called and paid into the account of the Awarding Authority as liquidated damages for failure to so comply.

Attached hereto is a: *(Mark the appropriate box and provide the applicable information.)*

Bid Bond, executed by _____ as Surety,

a cashier's check on the _____ Bank of

for the sum of _____ Dollars

(\$ _____) made payable to the Awarding Authority.

BIDDER'S ALABAMA LICENSE:

State License for General Contracting: _____
License Number Bid Limit

Classification

CERTIFICATIONS: The undersigned certifies that he or she is authorized to execute contracts on behalf of the Bidder as legally named, that this proposal is submitted in good faith without fraud or collusion with any other bidder, that the information indicated in this document is true and complete, and that the bid is made in full accord with State law. Notice of acceptance may be sent to the undersigned at the address set forth below.

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: 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.

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 ninety (90) 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.

The Bidder also declares that a list of all proposed major subcontractors and suppliers will be submitted at a time subsequent to the receipt of bids as established by the Owner in the Bid Documents but in no event shall this time exceed twenty-four (24) hours after receipt of bids.

Legal Name of Bidder _____

Mailing Address _____

*** By (Legal Signature)** _____

* Name (type or print) _____

(Seal)

* Title _____

Telephone Number _____.

* If other than the individual proprietor, or an above named member of the Partnership, or the above named president, vice-president, or secretary of the Corporation, attach written authority to bind the Bidder. Any modification to a bid shall be over the initials of the person signing the bid, or of an authorized representative.

END OF PROPOSAL FORM

ATTACHMENT A
TO PROPOSAL FORM

1.1 UNIT PRICES:

- A. The following items of work are anticipated during the performance of this contract; however the exact quantity of each work item may not be determinable prior to bidding. The Contractor shall therefore, include in his Lump Sum Base Bid, an allowance for the following items in the quantities indicated. These Allowance Unit Prices include all charges for labor and materials, installation, shoring, fee, layout, supervision (field and home office), general expenses, taxes, insurance, overhead and profit, but not limited to, for the accomplishment of the Allowance item(s) installed in place. Where quantities of same items of work are defined and are quantified in the bid documents, the allowance quantities indicated hereinafter shall be in addition to those that are indicated. (Example: If the site grading plan indicated new and existing grades, the bidder shall compute the quantity of earthwork required and include that quantity of work in the bid the same as if no "allowance" quantity were specified. If an additional allowance quantity of earthwork is stipulated that stipulated allowance quantity of work shall also be included in addition to the quantity computed from the bidders earthwork "takeoff")

The following Unit Prices Quoted are for increases or decreases in the above quantities included in the Lump Sum Base Bid. These Unit Prices include all charges for labor, material, installation, and equipment, shoring, layout, supervision (field and home office), general expenses, taxes, insurance, overhead and profit, but not limited to for the accomplishment of the Allowance item(s) completely installed in place.

Clarification Note: the Unit Prices quoted by the Contractor shall apply to increases (additive change orders) and to decreases (deductive change orders). This requirement shall supplement the requirements of the General Conditions and Instruction to Bidders. Changes in the Contract amount that are computed using the Stated Allowances and Unit Prices shall be figured at the same unit price whether additive or deductive.

- B. Submit the following Unit Prices with the Proposal Form on Bid Date.

NO.	ITEM NAME	UNIT	UNIT PRICE
1	Mass Earth Excavation	CY	\$
2	Trench Earth Excavation	CY	\$
3	Hand Earth Excavation	CY	\$
4	Topsoil	CY	\$
5	General or Open Site Areas	CY	\$
6	Trench Backfill	CY	\$
7	Select Fill	CY	\$
8	Sod	SY	\$
9	Fine Grading	SY	\$
10	Grading – Cut and Export	CY	\$
11	Excavation and Disposal of Unsuitable Soils	CY	\$

NO.	ITEM NAME	UNIT	UNIT PRICE
12	Seeding and Mulching	SY	\$
13	Silt Fencing	LF	\$
14	Temporary Construction Fencing	LF	\$
15			
16			

(*) Legend to "Unit" quantity abbreviations:

SY	Square Yards	CY	Cubic Yards
LF	Linear Foot	SF	Square Foot
EA	Each	LBS	Pounds

Note: Failure to complete and submit this attachment with proposal shall be grounds for rejections of bid.

END OF ATTACHMENT A TO PROPOSAL FORM

ACCOUNTING OF SALES TAX

Attachment to DCM Form C-3: Proposal Form

To: _____ Date: _____
(Awarding Authority)

NAME OF PROJECT _____

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: \$ _____

Alternate No. 1 (.....) (add) (deduct) \$ _____
(Insert key word for Alternate)

Alternate No. 2 (.....) (add) (deduct) \$ _____

Alternate No. 3 (.....) (add) (deduct) \$ _____

Alternate No. 4 (.....) (add) (deduct) \$ _____

Alternate No. 5 (.....) (add) (deduct) \$ _____

Alternate No. 6 (.....) (add) (deduct) \$ _____

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 _____

Email Address _____

Note: A completed DCM Form C-3A: Accounting of Sales Tax must be submitted with DCM Form C-3: Proposal Form. Submission of DCM Form C-3A with DCM Form C-3 is required, it is not optional. A proposal shall be rendered non-responsive if an Accounting of Sales Tax is not provided.



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: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

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: Archnique.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: _____



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CITY OF MOBILE
 Subcontracting and Major Supplier Plan

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 205 Government Street, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # _____ Your Bid/Proposal Amount \$ _____ Date: ____/____/____

Description _____

Name of Bidder/Proposer: _____

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	\$\$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only



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

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone _____ Email _____

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

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		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.
		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.
		CONTRACT RECORDS: The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: <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. _____

SECTION 00 50 00**STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR****PART 1 – GENERAL**

This section includes the STANDARD FORM OF AGREEMENT BETWEEN OWNER and CONTRACTOR, AIA Document A101, wherein the basis of payment is a Stipulated Sum; the document has been electronically modified to meet the Owner's requirements and shall be used for the Project.



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)

NAME.
ADDRESS
ADDRESS

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

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

Mobile Civic Center, Theater, and Expo Hall Demolition
401 Civic Center Drive
Mobile, AL 36602
Project Number CC-034A-22

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

Goodwyn Mills Cawood
11 North Water Street
Mobile, AL 36602

The Owner and Contractor agree as follows.

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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.

Init.

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TABLE OF ARTICLES

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

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.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

A date set forth in a notice to proceed issued by the Owner.
(Paragraphs deleted)

§ 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:

Not later than One Hundred Eighty (180) calendar days from the date of the Notice to Proceed for commencement of the Work.

(Table deleted)
(Paragraph deleted)

Init.

§ 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 00/100 Dollars (\$ 0.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	\$0.00
Mural Removal Allowance:	\$1,000,000.00
Contingency Allowance:	\$1,000,000.00
Alternates	\$0.00
Total Bid:	\$0.00

§ 4.2 Alternates

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

Item	Price
NONE	\$0.00

(Table deleted)

(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

(Row deleted)

Mural Removal Allowance:	One Million and 00/100 Dollars (\$1,000,000.00)
Contingency Allowance:	One Million and 00/100 Dollars (\$1,000,000.00)

- 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.)

Item	Units and Limitations	Price per Unit (\$0.00)
1. NONE		

§ 4.5 Liquidated damages:

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

A time charge equal to Two Thousand and 00/100 Dollars (\$1,000.00) per calendar day will be made against the Contractor for each calendar day following the date specified for the Substantial Completion of the Work continuing until the issuance of a Certificate of Substantial Completion by the Owner, 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.

(Paragraphs deleted)

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 25th of the month.

§ 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, 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;
- .3 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. The DBE Utilization Report shall be included with the pay application.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

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(Paragraph deleted)

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

(Paragraphs deleted)

§ 5.1.7.2

(Paragraphs deleted)

Except as set forth in this Section 5.1.7.2, 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.

(Paragraphs deleted)

§ 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.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (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 Certificate 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 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);
- 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 I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that (Contractor) has completed the contract for _____ 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.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

Sam Matheny, Program Manager, Volkert Inc.
11 N Water Street, Suite 18290
Mobile, Alabama 36602
Sam.matheny@volkert.com

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

(Paragraph deleted)

Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)

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

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, 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.

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, 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 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:

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Sam Matheny, Program Manager, Volkert Inc.
11 N Water Street, Suite 18290
Mobile, Alabama 36602
Sam.matheny@volkert.com

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) 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 below:
The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .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.

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 and the United States of America.
- .2 Employee's Liability Insurance shall be provided for limits of liability not less than:

A.	Bodily Injury by Accident	\$1,000,000 each accident
B.	Bodily Injury by Disease	\$1,000,000 each employee
C.	Bodily Injury by Disease	\$1,000,000 each policy
- .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:

- | | | |
|----|--------------------------------------|--|
| 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 |

.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 of \$2,000,000 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.

.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 Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

- | | | |
|----|--------------------------------------|--|
| 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

.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.

.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.

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.11 "In Rem" endorsement.

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 thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

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

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

§ 8.5.2 The Contractor shall provide bonds as set forth 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.

§ 8.6

(Paragraphs deleted)

Indemnification:

The 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 the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other Provisions:

Contractor shall provide certificates of disposal or other appropriate form of documentation certifying that all demolition materials have been disposed of in accordance with all local, state, and federal laws and regulations. The Owner shall withhold final payment to Contractor until Owner receives acceptable documentation of material disposal from Contractor.

§ 8.8 Force Majeure:

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

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 A201, 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.
- .3 Drawings
Project Manual for Mobile Civic Center, Theater, and Expo Hall Demolition dated June XX, 2024 and Addendums X through X.
- .4 Specifications
Project Manual for Mobile Civic Center, Theater, and Expo Hall Demolition dated June XX, 2024 and Addendums X through X.
- .5 Addenda, if any:

Number

Date

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User Notes:

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(Paragraphs deleted)

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.

- .6 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

(Paragraphs deleted)

§ 9.2

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
NONE			

§ 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.)

Project Manual for Mobile Civic Center, Theater, and Expo Hall Demolition dated June XX, 2024 and Addendums X through X.

§ 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.

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

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

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

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

§ 9.2.6 Severability Clause:

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect

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User Notes:

any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

§ 9.2.7 Non-Agency Clause:

Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of 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 Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

City of Mobile

Legal Name of Party to Contract:
Contractor:

OWNER *(Signature)*

CONTRACTOR *(By Signature)*

William S. Stimpson, Mayor

(Rows deleted)
(Printed name and title)

(Printed name and title)

ATTEST:

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared
as President of _____, Inc. 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: _____

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, _____, hereinafter called the Principal, and _____, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of _____ Dollars (\$_____.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 _____, 2023 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete Mobile Civic Center Demolition (CC-034D-22), 401 Civic Center Drive, Mobile, Alabama 36602, 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 _____ 2024.

CONTRACTOR AS PRINCIPAL
Company: _____
(Corporate Seal)

SURETY
Company: _____
(Corporate Seal)

By: _____
(Signature)

By: _____
(Signature)

Name and Title: _____

Name and Title: _____

Resident Agent: _____
(Signature)

Name and Title: _____
Company Name: _____
Address: _____
Phone and Fax: _____

Owner's Representative: Sam Matheny
Program Manager
Volkert, Inc.
11. N Water Street
Suite 18290
Mobile, AL 36602
(864) 245-1917

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, _____, _____, as Principal, and _____, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of _____ Dollars and no/cents (\$_____.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 _____, 2022, (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Mobile Civic Center Demolition (CC-034D-22, 401 Civic Center Drive, Mobile, Alabama, 36602, 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 _____, 2024.

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: _____

Company Name: _____

Address: _____

Phone and Fax: _____

Owner's Representative: Sam Matheny
Program Manager
Volkert, Inc
11 N. Water Street
Suite 18290
Mobile, AL 36602
(864) 245-1917

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

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	

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

PROJECT:

APPLICATION NO:

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

PERIOD TO:

FROM CONTRACTOR:

VIA ARCHITECT:

PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

- 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) \$ _____

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.

CONTRACTOR:

By: _____ Date: _____

State of: _____ County of: _____
 Subscribed and sworn to before me this _____ day of _____
 Notary Public:
 My Commission expires: _____

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		

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

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

APPLICATION NO:
APPLICATION DATE:

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

PERIOD TO:

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

ARCHITECT'S PROJECT NO:

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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

**DBE Compliance
DBE UTILIZATION REPORT**

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES NO	Contract Start Date:
--------------------	--	-----------------------------

DESCRIPTION:	Estimated Completion Date:
---------------------	-----------------------------------

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

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)

DBE Utilization Report



AIA[®] Document G704[™] – 2000

Certificate of Substantial Completion

PROJECT: <i>(Name and address)</i>	PROJECT NUMBER:	OWNER <input type="checkbox"/>
	CONTRACT FOR:	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:

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: \$ _____

The Contractor will complete or correct the Work on the list of items attached hereto within () 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: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

OWNER:

ARCHITECT:

TO OWNER: *(Name and address)*

CONTRACT FOR: General Construction

CONTRACTOR:

CONTRACT DATED:

SURETY:

OTHER:

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:

1. 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)*

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

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.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

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 G706A[™] – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

OWNER:

CONTRACT FOR: General
Construction

ARCHITECT:

TO OWNER: *(Name and address)*

CONTRACT DATED:

CONTRACTOR:

SURETY:

OTHER:

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)

(Printed name and title)

Attest:
(Seal):

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

ELECTRONIC PAYMENT AUTHORIZATION

I authorize the City of Mobile to pay amounts owed to my company by EFT (electronic funds transfer). In the event of any discrepancy, the City has the authority to reverse the payment and debit my account for the incorrect payment amount.

All fields are required to be completed.

Company Name _____

City Vendor No. _____ Tax Identification No. _____
(if available)

Billing Address _____

City State Zip _____

EFT Contact Person _____

EFT Contact Phone _____

EFT Contact Email _____
(required for EFT payment notification emails)

Bank Name _____

Routing Number _____ Account Number _____

Account Type Checking or Savings

Authorized Official (print) _____

Authorized Official (signature) _____ Date 09/20/2022

For City Use Only:

Vendor No. _____

Entered Date _____

**CITY OF MOBILE, AL
VENDOR INFORMATION FORM**

Company Information:

1. City Vendor Number:

2. Name of Company:

3. Company D.B.A. Name, if any:

4. Mailing Address:

5. Remittance Address:

6. Telephone:

7. Fax

8. Main Email:

Primary Contact:

9. Contact Name and Title:

10. Contact Phone:

11. Contact Fax:

12. Contact Email:

Alternate Contact (if applicable):

13. Alt. Contact Name and Title:

14. Alt. Contact Phone:

15. Alt. Contact Fax:

16. Alt. Contact Email:

City of Mobile Business License Information:

17. City of Mobile Business License No. (if required):

Please attach additional sheets if necessary.



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

Mobile Civic Center, Theater, and Expo Hall Demolition
401 Civic Center Drive
Mobile, AL 36602
Project Number CC-034A-22

THE OWNER:

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

THE ARCHITECT:

Goodwyn Mills Cawood
11 North Water Street
Mobile, AL 36602

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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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

Init.

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User Notes:

(1768777264)

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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 or proposal 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. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 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.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 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 retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and 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 the 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 suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, 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 suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

(Paragraphs deleted)

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.

(Paragraph deleted)

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 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.

§ 2.3.2 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.

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

§ 2.3.4 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. 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.

§ 2.3.5 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.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 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 12.2 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.

§ 2.5 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 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 default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for 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. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

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 its 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 2.3.4, 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 submit 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, subject to Section 15.1.7, 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. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be 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 notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative 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.

§ 3.4 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 approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 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/her 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 Program Manager, does not perform his/her 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 Program Manager, or is otherwise objectionable, shall at the written request by the Program Manager, be discharged within 24 hours by the Contractor or Subcontractor employing such project manager, superintendent, engineer, foreman or workman, and shall not be employed again on any portion of the Work without the written consent of the Program Manager.

§ 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 Owner may withhold all payments which are or may become due to 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. Certification of compliance with this requirement shall be made for all persons involved in the Work by the Contractor's signing of the Contract.

§ 3.5 Warranty

§ 3.5.1 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.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 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

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure all required City of Mobile permits without cost, and shall secure and pay for other permits, fees, licenses, and inspections by other 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.

§ 3.7.2 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 14 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 that an equitable adjustment be made 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, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim 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 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 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 notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice 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 and Submittal Schedules

§ 3.10.1 The Contractor, within ten (10) business days after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's

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construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved 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 make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and 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 how 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 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 prior to submittal to the Architect.

§ 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 the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect

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 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.

§ 3.12.10.1 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 be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately 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 and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and 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.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 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, 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, or patching shall be restored to the condition existing prior to the cutting, fitting, or 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 construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its 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 and 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 the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with 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 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 an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the 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 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 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 utility 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.

§ 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.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 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

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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, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 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 promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) 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

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 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 13.4.2 and 13.4.3, whether or not the 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, 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 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 order 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 Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 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 the 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, the Contractor shall notify the Owner of any changes to the persons or entities proposed for each principal portion of the Work, as listed in the Contractor's Subcontracting plan submitted with Contractor's bid, prior to signing of the Contract. Within 14 days of receipt of the information, the Owner may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 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.

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

§ 5.3 Subcontractual Relations

By appropriate written agreement, 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 that the Contractor, by these Contract 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; 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 may be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

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 term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 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 any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its 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 or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has 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 notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work 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. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 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.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor 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.

§ 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. The Contractor shall proceed promptly with changes in the Work, 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 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine 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, an amount not to exceed (10%) mark-up on Subcontractor's direct cost (actual cost of Labor & Materials) and (15%) mark-up on General 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 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented by the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 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.

§ 7.3.7 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.

§ 7.3.8 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 may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 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.

1. No Work shall commence and no materials ordered until the Owner issues the written Notice to Proceed.
2. The Work shall be commenced with ten (10) days of the date of written Notice to Proceed.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 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 (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended 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.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 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.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

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

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

§ 9.3 Applications for Payment

§ 9.3.1 The Contractor shall submit to the Architect an itemized Application for Payment on the first of each month for Work performed through the 25th of the preceding month, in accordance with the accepted schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage as provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, 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.

§ 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 supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 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.

§ 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, suppliers, or other persons or entities that 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 (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole 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 in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. 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. 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 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 suppliers 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 either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

§ 9.5.4 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 supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application 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 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 and suppliers

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 or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to 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 or provided by 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, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 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, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time may be extended appropriately and the Contract Sum may be increased by the amount of the Contractor's reasonable costs of shutdown, 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; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and 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 the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the 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.

§ 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 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 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. 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 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, (3) a written statement that the Contractor knows of no 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, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and 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.

§ 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, 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, corrected, 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 the 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

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- .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;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a 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 version. 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, a Subcontractor, or a Sub-subcontractor; 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 request utility locates by all known utility owners. The Contractor shall be responsible for damage done to buried cables and other utilities by Contractor's equipment and personnel if Contractor fails to request locates or fails to maintain utility locates.

§ 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 implement, 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 the owners and users of adjacent sites and utilities of the safeguards.

§ 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 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. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is 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.

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§ 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, notice of the 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 and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. 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 notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's 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 the material or substance or who are to perform the task of removal or safe containment of the 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 may be extended appropriately and the Contract Sum may be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and 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.

§ 10.3.3 PARAGRAPH NOT APPLICABLE TO DEMOLITION AND ABATEMENT CONTRACTS.

§ 10.3.4 The Owner shall not be responsible 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 reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances 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 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 may be determined only as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The

Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 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.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation SECTION NOT USED BY CITY OF MOBILE

(Paragraphs deleted)

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance SECTION NOT USED BY CITY OF MOBILE

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§11.5 Adjustment and Settlement of Insured Loss SECTION NOT USED BY CITY OF MOBILE

(Paragraphs deleted)

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, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before 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 any 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 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 2.5.

§ 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.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, 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.

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§ 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 laws of the 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 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 the 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 Rights and Remedies

§ 13.3.1 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.

§ 13.3.2 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 upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 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 tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 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 13.4.1, 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 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 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.

§ 13.4.4 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.

§ 13.4.5 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.

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

§ 13.5 Interest SECTION NOT USED BY CITY OF MOBILE

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, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, 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 reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, 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' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work 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' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 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 or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .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 reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner 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' 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 **may** be adjusted for increases in the cost and time caused by suspension, delay, or interruption under 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 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 Owner shall pay the Contractor for Work properly executed; and costs incurred by reason of the 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, a change in the Contract Time, 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. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the 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 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by 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 under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant acting with due diligence, reasonably should have first recognized the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 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.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the 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.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 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. No claim for additional time shall be granted unless the Contractor demonstrates, through the Critical Path Method of scheduling, the Substantial Completion Date has been impacted.

§ 15.1.6.2 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 the Contractor had taken reasonable efforts to minimize the impact; the adverse weather conditions occurred on or impacted a scheduled work day during regularly scheduled work hours; and the Contractor demonstrates, through the Critical Path Method of scheduling, the Substantial Completion Date has been impacted.

§ 15.1.7 Waiver of 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 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless

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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. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a 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 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, 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 the 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 **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.

§ 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 receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, 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 15.1.7, 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 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 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 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. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. 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 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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 those of the Owner and Contractor under this Agreement.

SECTION 01 0050**PROJECT SAFETY**

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Enforcement of OSHA regulation.
- B. Reporting of accidents.
- C. Responsibility for safety.
- D. Hot work permits.

1.2 ENFORCEMENT OF OSHA REGULATIONS

- A. Contractor and all Subcontractors shall adhere to OSHA regulations as they apply to safety of working conditions, conditions of personnel, and environmental contaminations.
- B. Contractor shall maintain on the project site a copy of OSHA regulations. Sections pertaining to safety as applied to the construction industry should be 'highlighted'.

1.3 REPORTING OF ACCIDENTS

- A. Contractor shall report any accident or injury in writing to the Owner's Architect.
- B. Report to identify persons involved, (name, addresses, phone number, title, etc.) work being performed, extent of injury, witnesses, time and circumstances of accident.
- C. Injuries requiring hospitalization, medical evaluation report shall be submitted to Contractor, Owner, and Architect.
- D. Provide copies of claims for Workman's Compensation insurance to Contractor and Owner.

1.4 RESPONSIBILITY FOR SAFETY - SUBCONTRACTOR

- A. The Subcontractor or Tradesmen are solely responsible for the safety of working conditions and performance condition of personnel whom he has employed while present on the project site.
- B. No Subcontractor shall commence work after another trade or proceed with work if

unsafe conditions exist upon his arrival.

- C. Drug testing of Subcontractors' personnel may be requested if persons who are suspect of being under the influence of drugs or alcohol. Cost of such testing to be at tested party's employer's expense.

1.5 RESPONSIBILITY FOR SAFETY - GENERAL CONTRACTOR

- A. The Contractor is responsible for the safety of his personnel and the working conditions of the tradesmen he employs.
- B. The Contractor is responsible for the total site working conditions and to monitor Subcontractors and other trades in their maintenance of safe working conditions.
- C. Drug testing of Contractor's personnel if requested to be at employer's expense.

PART 2 - PRODUCTS (Not Used.)

PART 3 - EXECUTION (Not Used.)

END OF PROJECT SAFETY

SECTION 028200 ASBESTOS ABATEMENT SCOPE OF WORK

1.1 The Site

The City of Mobile is demolishing the Mobile Civic Center Complex in Mobile, Alabama. Prior to demolition all asbestos-containing materials and universal wastes are to be removed and properly disposed of. Asbestos-containing materials and lead-based paint components are identified in the Survey by Thompson Engineering and are included as Attachment A. Approximate location of asbestos-containing floor tile and/or mastic are depicted in the drawings. However, the exact limits and quantity of the Work are the sole responsibility of the Contractor, and they shall verify all conditions, quantities and situations adjoining the Work.

1.2 Scope of Work

1.2.1 Asbestos

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

- All floor tile and/or mastic identified in the Survey Report, included as Attachment A, and depicted in the Drawings. Refer to Section 02021, “Asbestos Removal - Resilient Floor Covering”, for work particulars. Contractor shall remove and dispose of all carpet and backing over any asbestos-containing floor tile and/or mastic. HEPA filtration devices shall be exhausted to the exterior of the building.
- All asbestos-containing silver roofing mastic on parapet walls of the roofs. Refer to Section 02037, “Asbestos Removal – Roofing Material” for work particulars.

1.2.2 Universal Waste Disposal

1.2.2.1 The following universal wastes have been identified at the facility:

- Fluorescent light fixtures suspected to contain PCB containing ballasts;
- Fluorescent light bulbs;
- HVAC Freon containing compressors;
- Sodium light fixtures; and
- Mercury containing thermostats.

1.2.2.2 Contractor shall remove and either properly dispose of, or properly recycle these wastes. Refer to Section 02035 “Universal Waste Abatement” for work particulars. The Owners representative will sign all universal waste manifests and inspect waste prior to transporting from the facility.

1.2.2.3 The maintenance shop and store rooms may have miscellaneous containers of “off the shelf” paints, cleaners, treatments and solvents used for routine operations at the facility. The containers should be removed prior to Contractor commencing work,

however, should removal still be in progress, Contractor shall schedule work accordingly.

1.2.3 Lead-Based Paint Components

- 1.2.3.1 Lead-based paint has been identified in the Lead-Based Paint Inspection, prepared by Thompson Engineering, Inc., (copy attached). At the Contractor's option, they may demolish the facility with the lead-based paint components in-place, or remove the individual lead-based paint components for recycling. Should the lead-based paint components remain in-place, the Contractor shall dispose of this waste in a lined landfill built with leachate collection and groundwater monitoring.

1.3 Respiratory Protection

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

Pre-cleaning the work area, constructing the containments, and handling containers of ACM.	1/2 face dual cartridge HEPA Filter Respirators
Gross Removal of ACM, Clean up of Work Area and Encapsulation	1/2 face dual cartridge HEPA Filter Respirators

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

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

1.4 SUBMITTALS

Bids

A. 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 01 0150**SPECIAL CONDITIONS****1.1 TIME FOR COMPLETION OF WORK:**

- A. The Contractor may proceed to award sub-contracts, assemble materials, etc., at any time after award of Contract and "Notice To Proceed". The contractor's official time for demolition to start on work shall be the earlier of either the date of the Owner's "Notice to Proceed" with Work or receipt of the fully executed Contract for the Work; and completion of the Work shall be within the stipulations indicated and the number of consecutive calendar days. Contract time for the **Substantial Completion** of the work shall be 180 Calendar days following Owner's issuance of the Notice to Proceed.
1. Properly supervised work, per requirements, will be permitted on Saturdays and Sundays, subject to at least 72 hours prior notice and approval of the Owner. General Contractor's superintendent must be present **AT ALL TIMES; NO EXCEPTIONS,** while work of subcontractors, or vendors is underway.
- B. Acceptance of the completed Work of this Contract will be at a single date, and not in phases, unless otherwise indicated.
- C. Nothing in the Contract Documents shall permit or be construed to permit payment to the Contractor for any extended overhead or profit due to completion of the project extending beyond the Contractual completion date. In no event shall the Owner, Construction Manager, or Architect be liable to the Contractor for damage(s) due to any delay to any portion of the Work of this Contract.

1.2 LIQUIDATED DAMAGES:

- A. Refer to Section 002200 – "Supplementary Instructions to Bidders", Item 25 for information.

1.3 SITE RESTRICTIONS:

- A. The limits of work and known restrictions are indicated on the Site Plan and various portions of the Drawings and the Project Manual.
1. Refer also to Section 01010 - "Summary of Work," for additional information.

1.4 PRE-BID CONFERENCE:

- A. Refer to Section 001000 - "Invitation to Bid" for additional information and requirements.

1.5 PRE-DEMOLITION CONFERENCES:

- A. Prior to commencing any work on the project, a pre-demolition conference shall be held. Mandatory attendance will be required of the General Contractor and representative of all

specialty and principal subcontractors involved in the project. Time and date of said conference shall be established by the Architect after award of demolition contract.

- B. Similarly, prior to commencing any major portion of the Work of the project, pre-demolition conferences shall be held. Mandatory attendance will be required of the General Contractor and representative of all specialty and principal subcontractors involved in the individual major portions of project. Time and date of said conferences shall be established by the General Contractor, and the Architect, Construction Manager, Owner, and appropriate Consultants shall be advised in writing of times and dates, by the General Contractor.
1. "Major portion" may be defined as work items for each Subcontractor working on site, and shall include in part, but not be limited to, earthwork, sitework, site utility demolition, demolition of each structure, and coordination of mosaic preservation and demolition.

1.6 CONTRACTOR ACCESS TO SITE:

- A. The Contractor will have access to the site immediately upon issuance of Notice to Proceed with work. All routes of access to the site and gate locations by the Contractor or their subcontractors, are subject to approval by Owner, Construction Manager and Architect, and other authorities having jurisdiction. Check site plan and drawings for location of work limits. Refer to Section 01010 - "Summary of Work" and Section 01500 - "Temporary Facilities," for additional requirements.

1.7 CONTRACTOR'S PLAN FOR DEMOLITION OF PROJECT:

- A. Contractor shall prepare and submit to the Owner, Construction Manager, and Architect for review and approval a CPM Schedule and Bar Graph, indicating their proposed plan and sequence of operations to complete each phase of this project, on schedule as required by contract. Update along with each request for partial payment.

1.8 CONTRACTOR JOB MEETINGS:

- A. On-Site Meetings with Owner, Construction Manager and Architect and various trades and subcontractors, shall be conducted by the Contractor as directed by the Architect for purpose of furthering the progress of the work, solving demolition problems, and issuing instructions.

1.9 STORED MATERIALS:

- A. It is recognized that certain portions of the site may be restrictive and that it may be necessary for the Contractor to store some materials for project at locations on the site, prior to removal or disposal. When such on-site storage is necessary, comply with requirements of authorities having jurisdiction, including in part, on site retention of earth, storm water run-off, slopes of debris, earth, etc.
- B. Store items to be incorporated in the Work in stable and secure manner, off of ground, separated by hardwood or treated wood blocking, and under cover or in storage building.
 - 1. Any materials found stored directly on ground or paving, in standing water, etc., will be rejected, immediately removed from site, and replaced with new materials at the Contractor's expense.
- C. Refer to Section 01010 - "Summary of Work", for additional information and requirements for any off-site stored materials.

1.10 PROTECTION:

- A. The Contractor shall provide and maintain adequate and secure fencing, barricades, and temporary dust partitions, where indicated and wherever required. Building entrances and exits shall remain unobstructed at all times when buildings are occupied during demolition. Remove temporary protections when acceptable to the Owner and authorities having jurisdiction, near the date of or just prior to "Substantial Completion."
- B. The Contractor shall provide suitable protection for all employees and the public with authorized access at all times during the execution of and until the completion of the Work.
 - 1. Demolition equipment shall not come in contact with or swing over existing facilities to remain or occupied buildings; public areas or right-of-ways (without proper permits), etc., which are to remain.
- C. The Contractor shall avoid damage as a result of their operations, to the existing buildings, walks, pavement, curbs, grass, shrubbery, trees, utilities, adjoining property, etc., and shall at their own expense, completely repair any damage thereto caused by their operations. All repair work is subject to the Architect's approval, and that of its Owner.

1.11 WORK LIMITS PROTECTION:

- A. The Contractor shall locate all temporary buildings, storage of equipment, materials, etc., within a protected area to protect the public, children, and others from the demolition activities. Type and location of such protection shall be as indicated on the Drawings, or if not indicated, as proposed and furnished by the Contractor, subject to acceptance of the Architect, Construction Manager, Owner, and authorities having jurisdiction.

1. Any such fencing shall be removed upon completion of the work of this project, removed from the site, and any postholes filled and compacted same as adjacent grade or paving, by the Contractor.
2. Responsibility and maintenance of such fencing and areas within such fencing shall be held by this Contractor beginning at the date of its erection and until its removal, close to the date of project completion.

1.12 EMPLOYMENT OF AND PAYMENT FOR TESTING SERVICES:

- A. The following information regarding Employment of and Payment for Testing Services under the work of Specifications shall take precedence over any conflicting statements otherwise, which may have remained in the Project Manual after editing:
1. Initial testing required as a result from the Contract Documents shall be provided by an independent testing agency selected, employed, and paid for by the Owner.
 2. Any retesting required (due to failure of initial testing to meet the requirements of the Contract Documents) shall be at the Contractor's expense.
 4. Any retesting required (due to questionable materials or demolition methods, for verification purposes, and etc.) shall be at the Contractor's expense when the results of such retesting indicate any work or materials do not comply with requirements of the Contract Documents. Otherwise, such retesting will be at Owner's expense.
 5. Any retesting under the above provisions shall be performed by the same Owner accepted testing agency.
 6. Nothing in the Contract Documents shall prevent the Contractor from performing any other or additional Quality Control testing at their own expense, to verify compliance with the Bid and Contract Documents.
- B. The Contractor shall be responsible for contacting and directions to the accepted testing agency and for any follow-up communications required, for all testing required by the Contract Documents.
- C. No unsuitable or unsatisfactory existing soils or building materials (other than work in Contract) shall be removed without either the presence of or concurrence of and prior approval of the Architect and the accepted testing agency, so as to assure quality of the Work is maintained, and to verify quantities of any additional work under bid "Unit Prices", for which the Contractor is due payment by the Owner.

1.14 PROJECT SIGNS:

- A. Provide, install, and maintain **ONE PROJECT SIGN**, as per Detail at the “General Conditions” Section of the Project Manual, at location on site as directed by the Owner, Construction Manager or Architect. Any statements elsewhere which may omit Project Sign are hereby not withstanding.
1. Sign shall be in place within ten days from and including the day after date of Owner’s “Notice to Proceed,” and shall be removed within five days of the date all work on this project has been completed.
- B. Provide, securely install and maintain prefinished metal signs on each side of each gate leaf and at 50'-0" o.c. maximum on street/public side of all construction fencing provided (if any).
1. Copy: “NO TRESPASSING
DANGER
DEMOLITION AREA”
 2. Size: Approximately 1'-6" wide x 1'-0" high.
- C. Provide other pedestrian and vehicular signs as necessary and required, in compliance with requirements of authorities having jurisdiction. Signs shall remain on site for duration of this Contract.
- D. General Contractor may have a sign on their Site Demolition Office and as needed for delivery directions only.
- E. Subcontractors will not be allowed to post signs.

1.15 EXPERIENCE, PERSONNEL AND SUPERINTENDENTS:

- A. General Contractors and Subcontractors shall be qualified as defined by the Demolition Prequalification Request for Proposal issued and verified by the Construction Manager under separate cover.

1.18 SITE MAINTENANCE:

- A. The Owner will require all mud or debris resulting from this demolition to be removed from streets, sidewalks, etc., by the Contractor as it appears, one or more times daily.
- B. Trash, debris, etc., must be removed from the site as Contractor’s trash cans, waste receptacles, etc., are filled. Same will not be allowed to accumulate or blow around the site, within the buildings, etc.

- C. The Contractor shall be responsible for maintaining existing landscaping and lawns within and below any demolition fencing, for the duration of the Work of the Contract, or until any such fencing is removed.
- D. Refer to Sections 01010, 01500 and other locations in the Bid and Contract Documents for additional information and requirements.

1.19 INSURANCE AND SPECIAL PROVISIONS:

- A. The Contractor and their insurer, by execution of the Contract, shall waive all rights of subrogation against ***“the Owner, the Architect, the Construction Manager, and their Consultants”***, and same shall be indicated on all insurance provided by the Contractor and each Subcontractor.
- B. The Contractor and their insurer, and each Subcontractor, shall name ***“the Owner, the Architect, the Construction Manager, and their Consultants”***, as additional named primary insureds on all insurance provided by the Contractor and each Subcontractor, except not for “Workers Compensation and Employers Liability”.
- C. Refer to “General Conditions” and other portions of the Bid and Contract Documents, for additional information and insurance requirements. Note that Builder’s Risk insurance is required, as described in “General Conditions”.
 - 1. Extent of coverage required and/or any approval or acceptance of the insurance carried shall not act to modify the liability of the Contractor, or to imply that the limits, features and/or coverages described are adequate to protect the interests or exposures of the Contractor.
- D. The Contractor shall “hold harmless” and indemnify ***the Owner, the Architect, the Construction Manager, and their Consultants*** from any claim or legal action resulting from any circumstances related to the Work of this project, including in part, payment of any legal or other expenses, fines, judgments, etc.
- E. Insurance policies required by the Contract Documents shall not be canceled, altered, or changed, without first having given thirty (30) days written notice to the Architect and Construction Manager, except ten (10) days written notice for non-payment of premium.
 - 1. Copies of all policies, endorsements, and insurance certificates, including new, renewed, altered, and/or changed during this Contract shall be delivered to the Architect, by the Contractor.
- F. Refer to General Conditions of the Contract and Supplementary Conditions for additional information and requirements regarding minimum insurance and indemnity requirements.
- G. Special Provision: Nothing in this or other paragraphs of the Contract Documents shall create or give to third parties any claim or right of action beyond such as may legally exist irrespective of the Contract.

1.22 CONTRACTOR PROGRAMS AND CONDUCT OF PERSONNEL:

- A. The Contractor shall implement programs and make literature available to all demolition and administration personnel to encourage making this project a safe place to work, including in part the following requirements: A project site free of any substance abuse, which does not allow any consumption of alcohol, and which does not allow any work to be performed while under the influence of any debilitating substance.
1. The Contractor and every Subcontractor shall have as part of their personnel, safety, substance abuse prevention, and/or quality programs, mandatory drug testing at pre-employment, post-accident, and at random during employees' tenure with their firms. Each such entity shall be prepared to provide non-confidential verification to the Architect that such testing is consistently on-going, upon Architect's request for same.
- B. Programs shall be as acceptable to or recommended by one or more of the following:
1. Contractor's Underwriter for Worker's Compensation or liability insurance.
 2. OSHA.
 3. Associated General Contractors.
 4. U.S. Department of Defense, Corps of Engineers, or Veterans Administration.
- C. Conduct of all personnel employed for the Work of this project shall be held to a high standard and shall not be offensive to others on or around the site, including in part, pedestrians, the public, the Owner, Owner's Consultants, etc.
1. The Contractor and their employees shall limit any discussion of the Work of this project to the Owner's representative named in the front of this Project Manual, inspecting authorities with jurisdiction, and the Architect; In no instance shall this project be discussed with others, except as may otherwise be indicated herein.
 2. The Contractor's personnel and Subcontractors shall not enter the Owner's building, nor use the Owner's telephones (except in emergencies), or the Owner's restrooms.
- D. The Contractor shall immediately dismiss and escort off of the project site, any personnel who are obviously under the influence of alcohol or other debilitating substance, and any personnel exhibiting offensive behavior as described above or by law or by local statute or regulations of authorities having jurisdiction.

END OF SPECIAL CONDITIONS

SECTION 01050 ASBESTOS PROJECT MONITOR

Contractor 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.

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

END OF SECTION

SECTION 01 0950**REFERENCE STANDARDS AND DEFINITIONS****PART 1 - GENERAL****1.1 RELATED DOCUMENTS:**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 DEFINITIONS:

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. Indicated: The term "indicated" refers to graphic representations, notes or schedules on the Drawings, or other Paragraphs or Schedules in the Specifications, and similar requirements in the Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used, it is to help the reader locate the reference; no limitation on location is intended.
- C. Directed: Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean "directed by the Architect," "requested by the Architect," and similar phrases.
- D. Approve: The term "approved," where used in conjunction with the Architect's action on the Contractor's submittals, applications, and requests, is limited to the Architect's duties and responsibilities as stated in the Conditions of the Contract.
- E. Regulation: The term "Regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. Furnish: The term "furnish" is used to mean "supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations."
- G. Install: The term "install" is used to describe operations at project site including the actual "unloading, temporary storage, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations."
- H. Provide: The term "provide" means "to furnish and install, complete and ready for the intended use."
- I. Installer:
 - 1. An "Installer" is the Contractor or an entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier for performance of a particular construction activity, including installation, erection, application, and similar

operations. Installers are required to be experienced in the operations they are engaged to perform.

2. The term “experienced,” when used with the term “Installer,” means having a minimum of five previous projects similar in size and scope to this Project, being familiar with the special requirements indicated, and having complied with requirements of the authority having jurisdiction.
3. Trades: Use of titles such as “carpentry” is not intended to imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as “carpenter.” It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.

J. Project Site is the space available to the Contractor for performance of construction activities, either exclusively or in conjunction with others performing other work as part of the Project. The extent of the Project Site is shown on the Drawings, and may or may not be identical with the description of the land on which the Project is to be built.

1. If areas available are not indicated, they will be as mutually agreed by Owner and Contractor at Preconstruction Conference and as modified during construction.

K. Testing Laboratories: A “testing laboratory” is an independent entity engaged to perform specific inspections or tests, either at the Project Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

1.3 SPECIFICATION FORMAT AND CONTENT EXPLANATION:

A. Specification Format: These Specifications are organized into Divisions and Sections based on the Construction Specifications Institute’s 16-Division format and MASTERFORMAT numbering system.

B. Specification Content: This Specification uses certain conventions in the use of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:

1. Abbreviated Language:
 - a. Language used in Specifications and other Contract Documents is the abbreviated type. Words and meanings shall be interpreted as appropriate. Words that are implied, but not stated shall be interpolated as the sense required. Singular words will be interpreted as plural and plural words interpreted as singular where applicable and the context of the Contract Documents so indicates.
2. Imperative and streamlined language is used generally in the Specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the text, for clarity, subjective language is used to describe responsibilities that must be fulfilled indirectly by the Contractor, or by others when so noted.

1.4 INDUSTRY STANDARDS:

- A. Applicability of Standards: Except where the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with the standard in effect as of the date of the Contract Documents.
- C. Conflicting Requirements:
 - 1. Where compliance with two or more standards is specified, and the standards may establish different or conflicting requirements for minimum quantities or quality levels. Refer requirements that are different, but apparently equal, and uncertainties to the Architect for a decision before proceeding.
 - 2. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. In complying with these requirements, indicated numeric values are minimum or maximum, as appropriate for the context of the requirements. Refer uncertainties to the Architect for a decision before proceeding.
- D. Copies of Standards:
 - 1. Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entity's construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 2. Where copies of standards are needed for performance of a required construction activity, the Contractor shall obtain copies directly from the publication source.

1.5 DRAWING SYMBOLS:

- A. General: Except as otherwise indicated, graphic symbols used on drawings are those symbols recognized in the construction industry for purposes indicated. Where not otherwise noted, symbols are defined by "Architectural Graphic Standards", published by John Wiley & Sons, Inc., tenth edition.
- B. Mechanical/Electrical Drawings: Graphic symbols used on mechanical and electrical drawings are generally aligned with symbols recommended by ASHRAE. Where appropriate, these symbols are supplemented by more specific symbols as recommended by other recognized technical associations including ASME, ASPE, IEEE and similar organizations. Refer instances of uncertainty to the Architect/Engineer for clarification before proceeding.

1.6 SUBMITTALS:

- A. Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence, and records established in conjunction with compliance with standards and regulations bearing upon performance of the Work.

PART 2 - PRODUCTS: Not Applicable.

PART 3 - EXECUTION Not Applicable.

END OF REFERENCE STANDARDS AND DEFINITIONS

SECTION 01 1000**SUMMARY OF THE WORK****PART 1 - GENERAL****1.1 RELATED DOCUMENTS AND GENERAL INFORMATION:**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

1.2 PROJECT/WORK IDENTIFICATION:

- A. General: Project name is “**MOBILE CIVIC CENTER DEMOLITION**”; **Mobile, Alabama**; as shown on the Contract Documents prepared by Goodwyn Mills Cawood, LLC, dated **May 30, 2024**.
- B. Contract Documents: Indicate the work of the Contract and related requirements and conditions that have an impact on the project. Related requirements and conditions that are indicated on the Contract Documents include, but are not necessarily limited to the following:
1. Existing site conditions and restrictions on use of the site.
 2. All permits and fees required to execute the work.
 3. Work shall consist of furnishing all labor, materials, equipment, layout, and supervision for the Demolition of the existing Mobile Civic Center, Theater, Expo Hall and connecting halls between each building inclusive of building demolition, excavation, backfill, and patching and repairing asphalt drives and parking areas per the drawings and specifications by Goodwyn, Mills and Cawood, Inc.
 4. Work shall include Hazard Materials Remediation in all existing buildings.
 5. Work shall include protection, removal and storage of two existing large mosaics.
 6. Award will be made to the lowest responsible and responsive bidder. Lowest will be determined by bid price. In addition to other requirements of the bid documents, delivery times (in calendar days) for equipment as provided on the Proposal Form will be used to determine the responsive and responsible bidder.
- C. Summary by References: Work of the Contract can be summarized by references to the Contract, General Conditions, Supplementary Conditions (if any), the Project Manual, Technical Specification Sections, Drawings, Addenda and modifications to the Contract Documents issued subsequent to the initial printing of this Project Manual and the Drawings, and including but not necessarily limited to printed material referenced by any of these. It is recognized that the Work of the Contract is also unavoidably affected or influenced by governing regulations, natural phenomenon including weather conditions, and other forces outside the contract documents.
- D. Abbreviated Written Summary: Briefly and without force and effect upon the contract documents, the Work of the Contract can be summarized as follows:
1. Refer to Paragraph 1.2-B above.

1.3 DESCRIPTION OF WORK:

- A. Preamble: The intent of this article is to clarify the work to be performed that will/may be awarded to complete the Work of this Contract, in accordance with and as further indicated in the Bid and Contract Documents.
- B. Scope of Work: Provide all selective interior demolition, improvements, and all related work, and do so in accordance with the Bid and Contract Documents for the work indicated on the Drawings. Refer to the Drawings, "General Conditions of the Contract", "Special Conditions" and other portions of the Project Manual for additional information and requirements. The Work shall include, in part:
1. Inspection of all existing areas prior to bid date, with Contractor's acceptance of existing conditions confirmed by the submittal of a Proposal / Bid, and further by written confirmation prior to the start of the Work.
 2. Provide for all costs relative to in part, necessary and required safety precautions and guidelines, without exception, weather indicated in the demolition documents or not, and all related work; Note that safety and protection of persons and property remain the sole responsibility of the Contractor and all costs related to safety measures shall be paid for by the Contractor.
 3. Provide all permits, licenses, and fees, paid by the Contractor from the contract amount. Permits issued by City of Mobile will be at no expense to Contractor.
 4. Provide a full-time Project Manager and job site Superintendent for the duration of the Contract; Refer to "General Conditions of the Contract" and "Special Conditions" for additional information and requirements, and minimum experience requirements.
 5. Demolition of the existing Mechanical, Electrical Plumbing and Fire Protection and Fire Alarm systems including exterior and underground feeds into building shall be included in the Contractor's Base Bid work, as indicated, and as otherwise required for proper and complete operation and execution of the Work. The Contractor shall notify the Architect and Construction Manager in writing and well in advance of when this work is to begin, and at the actual time of its commencement. The Contractor shall be responsible in part, for the following, which shall be included in their Base Bid:
 - a. Provide coordination and provide for all costs and expenses related to accessibility and any limitations of the project site, to include coordination and all costs for, transporting, storage, temporary storage, temporary lay-down, moving of materials and personnel in and out of the building, and all related work.
 - b. Provide coordination and provide for all costs and expenses related to requirements for and limitations of the project site availability, project work hours, daily work hours, time frames / time of day or night.
 - c. Contractor is responsible for all layout and controls relative to completion of the Work of the project. Immediate and written notification shall be given to the Architect of any discrepancies encountered, prior to proceeding with work in the affected area(s).

- d. The Owner will provide temporary electrical and water service for reasonable use by the Contractor; Refer to Division 1 Section "Temporary Facilities" for additional information and requirements.
- e. Completion dates for the Work are indicated on the Proposal Form.

1.4 CONTRACTOR USE OF PREMISES:

- A. General: During the demolition period the Contractor shall have use of the premises for demolition operations, including use of the site as shown on the Drawings.
 - 1. Limitations of use of the site:
 - a. Confine operations at the site to the areas permitted under the Contract. Portions of the site beyond areas on which work is indicated are not to be disturbed. Conform to applicable rules and regulations affecting the work while engaged in project demolition. See site plan for egress and ingress to site, or if not indicated, same shall be as designated by the Architect or Construction Manager.
 - b. Keep existing public roads, driveways and entrances serving the premises clear and available at all times. Do not use these areas for parking or storage of materials. Remove dirt, mud, debris, etc., from site, sidewalks, streets, and public right-of-way as it occurs.
 - c. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds to the areas indicated. If additional storage is necessary, obtain and pay for such storage off site in a fully bonded and insured facility acceptable to the Architect and Construction Manager, with all items stored clearly identified as being assigned to this project.
 - d. Lock automotive type vehicles, such as passenger cars and trucks and other mechanized or motorized demolition equipment, when parked and unattended, so as to prevent unauthorized use. Do not leave such vehicles or equipment unattended with the motor running, or the ignition key in place.
 - e. The Owner, and their representatives, the Architect and their Consultants, the Construction Manager, as well as authorities having jurisdiction will require site accessibility for inspections, observations, and perhaps other purposes, related to the planned demolition. The Contractor shall assist in such accessibility, to at least the point of providing and maintaining reasonably accessible dry paths to work in progress.
 - f. Provide secure temporary barricades, fencing, etc., as indicated or otherwise required, to restrict pedestrian and vehicular traffic from demolition

- operations, including in part, the public, students, children, and users of the immediately adjacent facilities.
- g. Minimum demolition fencing required (if any) shall be at locations indicated on the Drawings, or if not indicated, as required by the Contractor and with gates as required by the Contractor and/or authorities having jurisdiction, and all related safety and warning signs, etc. Removal of any temporary fencing, refilling post holes, etc., shall also be the responsibility of the Contractor.
 - h. Demolition operations shall not affect in any manner, the on-going operations of the Owner, immediately adjacent facilities, adjacent property owners or businesses, or others. Refer to Division 1 Section "Special Conditions" for additional information and requirements.
 - i. Demolition equipment shall not come in contact with or swing over any existing facilities to remain, public areas, occupied buildings, right-of-ways, etc., which are to remain.
 - j. The Contractor and their employees shall limit any discussion of the Work of this project to the Owner's representatives named in the front of this Project Manual, Consultants employed, inspecting authorities with jurisdiction, and the Architect. In no instance shall this project be discussed with others, except as may otherwise be indicated herein.
 - k. Parking on-site, if any, shall be limited to the "staging areas" indicated on the Drawings, or if not indicated, as mutually agreed between the Architect, and Contractor at the Pre-Demolition Conference.
 - l. Smoking or other use of tobacco products shall not be permitted within the Owner's facilities or on roofs.
 - m. The use or presence of alcohol and/or other debilitating substances shall not be permitted on the project site.
 - n. Firearms and/or other weapons shall not be permitted on the project site.

END OF SUMMARY OF THE WORK

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SECTION 01 2100**ALLOWANCES****PART 1 - GENERAL****1.1 RELATED DOCUMENTS:**

- A. Drawings and general provisions of Contract, including General Conditions and Division-1 Specification sections, apply to work of this section.
 - 1. Coordinate allowance work with related work to ensure that it is completely integrated and interfaced with related work.
 - 2. **Include in Base Bid.**

1.2 DESCRIPTION OF REQUIREMENTS:

- A. Definitions and Explanations: Certain requirements of the work related to each allowance are shown and specified in contract documents. The allowance has been established in lieu of additional requirements for that work, and further requirements thereof (if any) will be issued by change order.
- B. Types of allowances scheduled herein for the work included the following:
 - 1. Lump sum allowances.
- C. Selection and Purchase:
 - 1. At earliest feasible date after award of Contract, advise Architect/Engineer and Construction Manager of scheduled date when final selection and purchase of each product or system described by each allowance must be accomplished to avoid delays in performance of the work.
- D. Change Order Data: Include in each change order proposal both the quantities of products being purchased and labor costs, along with total amount of purchases to be made. Where requested, furnish survey-of-requirements data to substantiate quantities. Indicate applicable taxes, delivery charges, amounts of applicable trade discounts, and other relevant details as requested by the Architect.
 - 2. When requested, prepare explanations and documentation to substantiate the quantities, costs, and margins as claimed.
- E. Change Order Mark-Up:
 - 1. Except as otherwise indicated, comply with provisions of General Conditions. For each allowance, Contractor's claims for increased costs (for either purchase amount or Contractor's handling, labor, installation, overhead, and profit), because of a

change in scope or nature of the allowance work as described in contract documents, must be submitted within 60 days of initial change order authorizing work to proceed on that allowance; otherwise, such claims will be rejected.

2. Where it is not economically feasible to return unused material to the manufacturer/supplier for credit, prepare unused material for the Owner's storage, and deliver to the Owner's storage space as directed. Otherwise, disposal of excess material is the Contractor's responsibility.

F. Time and Allowance Amounts:

1. Nothing in the Bid or Contract Documents shall be so constructed or interpreted as to provide a Contract time extension, due to use or non-use of any Allowance amount.
2. Nothing in the Bid or Contract Documents shall be so constructed or interpreted as to allow unused Allowances or any portion thereof, nor any overhead and profit therefor to be retained by or paid to the Contractor.

- a. **Amount of unused allowances to be returned shall include unused amount plus 10% overhead and profit.**

PART 2 - PRODUCT

Not Applicable.

PART 3 - EXECUTION

3.1 REFER TO BID FORM.

END OF ALLOWANCES

SECTION 01 3500**SPECIAL PROJECT REQUIREMENTS**

The Instructions to Bidders, General Conditions, Modified General Conditions and Special Project Requirements as set forth herein are applicable to the work under every Division and Section of these Specifications.

1.0 TIME FOR COMPLETION

All work under this Contract shall be complete and ready for Owner development **180 days from Notice to Proceed**. The work under this contract shall commence within Ten (10) calendar days from date of Notice to Proceed.

1.1 TIME IS OF THE ESSENCE

The Owner must occupy the work within the completion time indicated herein. Delivery time for equipment and material provided under this contract shall include lead time for storage and ready installation within time limits of the work. Coordination of Owner furnished / Contractor installed equipment and/or materials shall be considered within time limits of the work.

1.2 BID GUARANTY

The base bid proposal shall be guaranteed for a period of Ninety (90) days after date of proposal. Alternate proposals (additive or deductive), if requested, shall be guaranteed for a period of Ninety (90) days after date of signing contract. Unit prices, if requested, shall be guaranteed until the date of final acceptance of the project by the Owner.

1.3 OWNER

All papers shall be delivered to the Owner, unless otherwise specified in writing to the Contractor. Wherever the term "Owner" is used in the Specification it shall refer to:

City of Mobile
205 Government Street
Mobile, AL 36602

1.4 ARCHITECT

Wherever the term "Architect" is used in the Specifications, it shall refer to:

GOODWYN MILLS CAWOOD, LLC
11 NORTH WATER STREET, SUITE 15250
MOBILE, AL 36602

who by contract with the Owner, is authorized to prepare all drawings, details, and specifications for this work.

1.5 CONSTRUCTION MANAGER

Wherever the term “Construction Manager” is used in the Specifications, it shall refer to:

VOLKERT, INC
11 NORTH WATER STREET, SUITE 18920
MOBILE, AL 36602

After the award of this contract, supervision of the work will be performed by the Construction Manager, his duly authorized representatives, or his duly appointed successor as may be designated in writing to the Contractor by the Owner.

1.6 APPLICABLE CODES AND AUTHORITIES

A. Codes

1. The work of this project shall be in accordance with the 2021 Edition, International Building Code, 2021 International Existing Building Code, 2021 International Mechanical Code, 2021 International Plumbing Code, 2021 International Fire Code, 2020 National Electrical Code, (NFPA 70) ANSI/ASHRAE/IES Standard 90.1-2013 Energy Standard for Buildings Except Low-Rise Residential Buildings, with exceptions permitted to:
 - 6.5.1 – Economizers
 - 8.4.2 – Automatic Receptacle Control
 - 8.4.3 – Electrical Energy Monitoring2017 ADA Standards for Accessible Design / ICC A117.1
As well as with other applicable codes, laws, and ordinances.
2. Promptly notify the Architect, in writing, if any of the contract documents are in conflict or variance with applicable codes, laws and ordinances. All changes will be made by written addenda or modifications.

B. Authorities having jurisdiction, may include but shall not be limited to:

1. Alabama Department of Public Health
2. City of Mobile
3. City and/ or County Health Department

4. Alabama Department of Environmental Management (ADEM)
 5. US Army Corps of Engineers
 6. Secure and pay for permits, impact fees, government fees and licenses. This will include, but not be limited to, all permits and/or fees required by ADEM, and the U.S. Army Corp of Engineers.
- C. If any work is performed knowing it to be contrary to such codes, law, ordinances, rules and regulations and without notice to the Architect, the Contractor assumes full responsibility therefore and shall bear all costs for compliance thereto.

1.7 NONRESIDENT BIDDERS

Nonresident bidders must accompany any written bid documents with a written opinion of an attorney at law licensed to practice law in such nonresident bidders' state of domicile, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that state in the letting of any or all public contracts.

1.8 PRE-BID CONFERENCE

A mandatory Pre-Bid Conference will be held as indicated in the Invitation to Bid.

1.9 PRE-DEMOLITION CONFERENCE

A conference shall be held at the job site no later than two weeks following the date of "NOTICE TO PROCEED". The purpose of this conference is to define the duties and responsibilities of the Architect, Owner, and Contractor. All forms, procedures, schedules and other pertinent requirements will be discussed.

1.10 LIST OF SUBCONTRACTORS AND PRINCIPAL MATERIAL SUPPLIERS

Five (5) copies shall be prepared by the successful Contractor and delivered to Architect within Twenty-Four (24) hours after bid. List shall show following information on each Subcontractor and/or Supplier:

- A. Name of Subcontractor and/or Supplier
- B. Complete mailing address
- C. Telephone Number
- D. Person to contact and position in organization
- E. Scope of Work to be performed by Subcontractor and percent of total contract

1.11 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart type

Contractor's Demolition Schedule. Submit within 30 days of the date established for "Commencement of the Work".

1. Provide a separate time bar for each significant demolition activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the work as indicated in the "Schedule of Values".
 2. Within each time bar indicate estimated completion percentage in 10 percent increments. As work progresses, place a contrasting mark in each bar to indicate Actual Completion.
 3. Prepare the schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data for the entire demolition period.
 4. Secure time commitments for performing critical elements of the work from parties involved. Coordinate each element on the schedule with other demolition activities; include minor elements involved in the sequence of the work. Show each activity in proper sequence. Indicated graphically sequences necessary for completion of related portions of the work.
 5. Coordinate the Contractor's demolition schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests and other schedules.
 6. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for the Architect's procedures necessary for certification of Substantial Completion.
- B. Work Stages
Indicate important stages of demolition for each major portion of the work including abatement and removal of mosaics.
- C. Cost Correlation
At the head of the schedule, provide a two-item cost correlation line, indicating "precalculated" and "actual" costs. On the line show dollar-volume of work performed as of the dates used for preparation of payment requests.
- D. Distribution
Following response to the initial submittal, print and distribute copies to the Architect, Construction Manager, Owner, subcontractors, and other parties required to comply with scheduled dates. Post copies in the Project meeting room and temporary field office.
- E. Schedule Updating and Progress Photographs
Revise the schedule after each bi-weekly meeting or activity, where revisions have been recognized or made. Issue the copies of updated schedule concurrently with progress photographs and report of each meeting to the Owner, Construction Manager, and Architect.

1.12 NOTICE OF SALES AND USE TAX EXEMPTION

This is a tax exempt project and shall be certified by the requirements of the Alabama Department of Revenue. Bidders shall NOT include sales and use taxes with their bid amounts. Bidders shall complete

the Sales Tax Form C-3A and include it as an attachment to their Bid Form (see Section 00400). **FAILURE OF THE CONTRACTOR TO COMPLETE THIS ATTACHMENT TO BID PROPOSAL FORM INDICATING THE SALES TAX AS REQUIRED BY ACT 2013-205, SECTION 1 (g) SHALL RENDER THE BID NON-RESPONSIVE.**

It shall be the responsibility of the successful Contractor and any Subcontractor working under the same contract to apply for a Certificate of Exemption from the Alabama Department of Revenue for this specific project and to comply with all ADOR rules and regulations. The Owner shall not consider claims for additional costs resultant of the Contractor's or its subcontractors' failure to comply with such rules and regulations.

1.13 PERMIT FEE

Permits issued by the City of Mobile will be at no cost to the Contractor. All other required permits and associated fees shall be included in the Contractor's bid and paid by Contractor.

1.14 INSPECTIONS

Scheduling - The contractor will contact the Architect's project manager Keith Parker, AIA, by e-mail at keith.parker@gmcnetwork.com of the date the project will be ready for an inspection.

- The Contractor will contact the City of Mobile (COM) Inspector to schedule the first available date for the inspection. Inspections must be requested minimum 14 days in advance.

Minimum Requirements - The following minimum requirements listed below are provided to aid the contractors and architect in determining if a project is ready for a required inspection.

- Pre-Demolition Conference
 - Required Attendees: Contractor, Owner, Construction Manager, Architect, Major Subcontractors.
 - Inspection Requirements:
 - Signed demolition contract
 - Verification of payment of permit fee
 - Contractor's Statement of Responsibility and Quality Assurance Plan (for storm shelter)
 - COM Land Disturbance Permit
- Year-End Inspection
 - Required Attendees: Contractor, Owner, Construction Manager, Architect, Engineers, Building Commission Inspector and /or Major subcontractors may also be required to attend.

1.15 PROTECTION OF WORK AND PROPERTY

Contractor shall confine his operations to the project work limits of this contract and shall maintain required exit and fire safety requirements as well as Owner's security requirements.

A. Protection of Work and the Public

Provide adequate protection, in full accordance with local, State and Federal regulations, for the work in progress as well as for the public and others using the site, until the completion of all work.

Provide suitable signs, signals and barricades against trespassing by individual and take whatever steps necessary or required by law to protect workers and public from harm. Protect the work and the public from damage of any kind during all operations. Methods described herein are minimum standards acceptable except where exceeded by Federal, State or local requirements.

B. Safety and Traffic Control Devices During Demolition (if required)

1. Within the limits of area designated for work under this contract, and any staging or traffic areas, this Contractor shall furnish, install and maintain all safety and traffic control devices during the demolition period as described herein, and as required by law.
2. All safety and traffic control devices shall be in compliance with Federal, State and local laws and regulations, and to the requirements and approval of applicable local officials, State Highway Department and the Architect.
3. Wherever the work affects the normal flow of vehicular or pedestrian traffic, traffic control devices shall be in accordance with requirements and standards as set forth in the "Manual on the Uniform Traffic Control Devices for Streets and Highways", latest edition, as published by U.S. Department of Transportation, Federal Highway Administration, and Section "G" of the Alabama Manual on Uniform Traffic Control Devices, Volumes I and II, latest edition.
4. Traffic Control Devices. Traffic control devices shall be installed at the inception of the demolition operations and shall be properly maintained during the periods of demolition. They shall remain in place only as long as they are needed and shall be removed immediately thereafter.
5. All traffic control devices must be approved by the City, County and by all affected enforcing agencies.
6. Protective Demolition Site Barricade.
 - a. Requirements: Contractor shall furnish, install and maintain throughout the life of the Contract, all necessary barricades, covers, scaffold guards, warning signs, warning lights, channelization markers and other protective devices, all as required by Owner, local rules, regulations and ordinances, and as necessary to protect the work from trespassing.
 - b. Barricades, enclosing devices and warning lights may be standard rental items of equipment in compliance with these requirements; and shall be of a type that affords security, is quite visible and is easily moved.
 - c. Materials for use in demolition of site barricades and other protective devices shall be of new exterior plywood and not less than #2 pine structural lumber, all of good appearance, sound, square, straight, in line, braced and well-constructed. All materials, except those to be walked on, shall be painted.

- d. Move barricades from one area to the next as the work progresses. Remove all upon completion.
- e. Lighting on Barricades: Furnish and install traffic warning lights or barricades, in areas of vehicular traffic. Install yellow traffic signal lamps complete with all wiring, switches, disconnects, fusing, sockets, guards and hanging provisions. These lights shall be turned on during all hours of darkness (dusk to dawn). Maintain in service during the demolition period; move forward as site of work moves. Remove all upon completion of work.
- f. See also erosion control requirements of Earthwork Section 310000.
- g. **Unauthorized visitors not permitted within working and storage areas** - OSHA approved suitable personal safety devices are to be provided for authorized visitors within working areas. Suitable fire extinguishing equipment, readily accessible from any part of the work, to be provided and maintained. Erect any and all required additional protective barriers, lights, etc., as necessary for safety and protection. Keep area of work closed off when not in use.

C. Utilities

1. The Owner shall pay for electricity and water usage required for normal demolition purposes.
2. Other utility bills caused by work of the contract are to be paid by Contractor as outlined in the SUMMARY OF THE WORK. Contractor to provide own telephone, temporary heat and pay costs for same. Contractor to pay for any sewer impact fee as related to this project. All project related sanitary conditions are the responsibility of the Contractor.
3. Contractor must investigate and verify the existence and location of all site utilities in the field before starting work. Flag on site all underground service lines in the demolition area. Notify the Architect of any condition which, in the Contractor's opinion, may interfere with the completion of work as designated. Excavating in the vicinity of existing utilities shall be done carefully and by hand. Maintain and protect existing utilities.
4. The Contractor is responsible for all temporary utility connections to utilities.

D. Protection of Materials

Properly and effectively protect all materials and equipment, before, during and after their installation. Contractor will be allowed to store materials, equipment, etc., on the site. Security of the area(s) will be the sole responsibility of the Contractor.

E. Watchman

The Contractor, at his own expense and option, may employ a watchman at such time as he deems necessary to protect his work and/or materials.

1.17 DAMAGE TO PROPERTY

The contractor will be responsible for, and insure against, any damage to property beyond the defined scope of work, and/or loss of revenue resulting from any damage to any part of the adjacent areas caused by the work of this Contract.

1.18 SPECIAL SAFETY REQUIREMENTS

All exit ways shall be maintained free and clear of all stored materials, debris, etc.

No combustible demolition materials shall be stored in the Project area after the day's work is complete. Remove any potentially hazardous materials immediately to prevent any fire hazards which may result from the demolition of this Project. In addition, precautions shall be made by the General Contractor to prevent any other activities at the site which may constitute a fire hazard.

The General Contractor shall provide additional fire extinguishers at all occupied construction office areas during the demolition as required.

Refer to the General Conditions for additional safety requirements.

1.19 USE OF PREMISES. SANITARY PROVISIONS

Refer to SECTION 013500, SPECIAL PROJECT PROCEDURES, for use of premises, sanitary provisions which are specifically related to this project. Note that sanitary conditions are the responsibility of the Contractor.

All personnel required on the job site must at all times be in possession of state issued photo identification subject to examination by Owner or their representative. Other security requirements may also be in place and is the responsibility of the General Contractor to abide by all school rules.

USE AND OCCUPANCY PRIOR TO ACCEPTANCE BY OWNER

- A. Contractor agrees to permit Owner to use and occupy portions of building or Project before formal acceptance by Owner, provided that Owner:
 - 1. Secures written consent of Contractor (except in event that in the opinion of Architect, Contractor is chargeable with unwarranted delay in final completion of contract requirements).
 - 2. Secures endorsement from insurance carrier and consent of the surety, permitting occupancy and use of portions of project during remaining period of demolition.

- B. Use and occupancy prior to formal acceptance shall not relieve Contractor of his responsibility to maintain insurance coverage, as called for in specifications, for benefit of Owner, Owner's Agent, Contractor and all Subcontractors until Project is completed and accepted by Owner. However, use and occupancy of any area by the Owner prior to project completion shall mean partial acceptance of that area and any equipment within that area

used by the Owner, thereby requiring a substantial completion agreement between the Owner and the Contractor for said area and equipment.

2.1 REQUIREMENTS

As set forth herein are applicable to the Work under every Section or Division of this Specification, of the General Contractor and all Subcontractors.

2.2 COMPLETION DATE

Work under this contract shall be sufficiently completed to permit Owner to allow owner to proceed with future development, or a designated portion thereof, on or before date stipulated on the Proposal Form and accepted by Owner. See Paragraph entitled Time For Completion under SPECIAL PROJECT REQUIREMENTS, SECTION 010350.

2.2 ACCEPTANCE OF PRECEDING WORK

Before starting any operation, Contractor and each Subcontractor shall examine existing work performed by others to which his work adjoins. Failure to remedy faults in or notify Architect of deficiencies or faults in preceding work will constitute acceptance thereof and waiver of any claim of its unsuitability.

2.3 WEATHER PROTECTION

Contractor shall provide, maintain and pay all cost for all weather protection required to properly protect mosaics and associated enclosed areas of the building and structure from damage during demolition.

2.4 COORDINATION BETWEEN TRADES: CONTRACTOR'S PRE-DEMOLITION COORDINATION MEETING

A BEFORE COMMENCING WORK UNDER THIS CONTRACT, GENERAL CONTRACTOR IS TO ARRANGE FOR A MEETING OF ALL MAJOR SUBCONTRACTORS (AND SEPARATE CONTRACTS AS APPLICABLE). EACH SUBCONTRACTOR MUST HAVE THEIR RESPECTIVE ON-SITE JOB FOREMAN PRESENT.

2.5 CITY ORDINANCES

- A. Comply with all City rules, regulations and ordinances in regard to parking, unloading, blocking of street, sidewalk or alley; and provide all lights, barriers, temporary walkways, protection, etc., as necessary for complete compliance.
- B. Comply with applicable Code and all local and Federal laws and ordinances in regard to safeguards during demolition and fire protection, and all governing regulations pertaining to requirements during demolition.

2.6 SITE LIMITATION AND USE

- A. General Contractor and each Subcontractor shall note the extent of site available for access and storage. Contractor restricted to those limits.
- B. All personnel required on the job site must at all times be in possession of **state issued** photo identification subject to examination by Architect or Owner or their representative. Other security requirements may also be in place and is the responsibility of the General Contractor to abide by all school rules.
- C. Contractor and Subcontractors are further cautioned that the traffic on adjacent streets may place strict limitations on the rates and means of delivery of materials, equipment and supplies, the removal of rubbish, and, in some cases, the hours during which deliveries are made.

2.7 PROTECTION OF EXISTING PROPERTY ADJACENT

- A. Protect and cause no damage to adjacent area and site.
During progress of work, Contractor will be responsible for full and complete protection of property which the work is being done, insofar as related to work under this Contract.

Any damage to adjacent property, or contents caused by failure in performance with these requirements must be made good by Contractor at his own expense and to the satisfaction of Owner. Any damage to existing adjacent areas outside contract work limits shall be replaced with exact same materials as that damaged.

- B. Provide for means to prevent objectionable dust and debris blowing onto adjacent property or streets from work being accomplished under this contract.

2.8 SECURITY OF DEMOLITION AREA

Contractor shall secure on site storage of materials and equipment. Storage of materials shall be within the Contractor's limit of demolition at the site. This General Contractor shall adhere to Owner's requirements for security of work area and under all conditions shall be subject to these security regulations and requirements. Off-site storage of materials and equipment that

are to be installed in the project shall be in a bonded storage area as outlined in the General Conditions.

2.9 FIRE PROTECTION

Contractor to take all necessary steps to ensure prevention of fire. Contractor to have portable extinguishers on hand at site throughout the period of demolition. Flammable and combustible materials shall be kept in metal cans with tight covers and removed from building at end of each working day.

Fire protection systems within existing buildings must be maintained in full operation during demolition.

2.10 HOIST, RAMPS, ELEVATOR ACCESS, ETC.

Furnish and Maintain as Necessary: Hoists, ramps, railings, platforms, etc., required in conformance with local applicable regulations. Hoists shall be operated by qualified and experienced mechanics. Space for hoist shall be coordinated with Architect and Owner's assigned project representative.

END OF SPECIAL PROJECT REQUIREMENTS

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SECTION 015000**TEMPORARY FACILITIES****PART 1 - GENERAL****1.1 TEMPORARY FACILITIES:**

- A. Proper provision shall be made for storage of bulk materials, parking of construction vehicles and direct access to the building site as acceptable to the Architect.
 - 1. On-site parking may or may not be available to the Contractor with the “staging areas” indicated, or if not indicated, as agreed to and designated by the Owner.
 - 2. In the event that the Owner does not have parking available, the Contractor shall be responsible for providing their own parking facilities.
- B. Field Offices: Provide temporary field offices at the project site at location designated by or acceptable to the Architect, of sufficient size, to accommodate required office personnel at the site, with at least finished interiors, heating, air conditioning, lighting, and one toilet room.
 - 1. The field office shall be large enough for project meetings and furnished with table(s) and chairs for meetings. Contractor shall provide a desk and chair for the Owner's use.

1.2 TOILET FACILITIES:

- A. Contractor shall provide temporary toilet(s) on site for the duration of the project, for construction personnel use. They shall be enclosed weatherproof and sanitary toilets.
 - 1. Toilet facilities in the Owner's buildings are not available to and shall not be used by the Contractor, Subcontractors, etc.
- B. Maintain toilets in sanitary condition at all times. Remove outside toilets when no longer required, and leave site in clean condition.
- C. Conform to local ordinances and regulations.

1.3 TEMPORARY TELEPHONES:

- A. Provide telephone for Contractor and Architect in the Contractor's job office at the project site if required and provide a cellular telephone to the Contractor's Superintendent. Cost of service provider and all calls shall be paid by General Contractor.
- B. Provide telephone answering service and “voice mail” for cellular phones to facilitate communication with the Contractor's Superintendent.
- C. The Owner's telephones will not be available to and shall not be used by the Contractor, except in an emergency situation.

1.4 TEMPORARY BARRIERS AND FENCES:

- A. Contractor shall provide and maintain adequate fencing, barricades and protective walkways where required to provide suitable protection for employees, children, and the public at all times until completion of the work, acceptable to authorities having jurisdiction.
- B. The Contractor shall confine the activities of work on this project to within the protected areas, unless otherwise directed by the Architect or Owner.
- C. Refer to Section 01015 - "Special Conditions," and the Drawings, for additional requirements for temporary fencing and gates, signage, and related requirements.
- D. Dust Control – The Contractor shall provide an outline and adherence for Dust Control and Mitigation Measures resulting from the demolition prior to start of work.

1.5 ELECTRIC POWER:

- A. The Owner will provide electric service for reasonable use, as necessary for this project and any demolition and/or construction to continue without interruption, to the extent it is available at the site, and shall pay the power bills for such use for the duration of the Work of this Contract.
 - 1. Otherwise, the Contractor shall obtain the service from the local power company. Cost of temporary power from the local power company and related billings shall be paid by the Contractor from their Contract amount.
- B. Use of Owner's existing on-site power service shall be limited to 110V/120V hand tools, lighting, or other use acceptable to the Owner.
- C. Where need for electricity exists for use of other than 110V/120V hand tools or lighting, the Contractor shall provide temporary non-vibrating or vibration isolated portable generator with muffler in compliance with local noise ordinances, or other acceptable power source.
- D. The Contractor shall be responsible for all extensions, connections, etc., as necessary for the Work. Contractor shall remove all temporary wiring, extensions, connections, etc., prior to Substantial Completion.
- E. The Contractor shall protect the Owner's systems from outage or damage, and repair of any damage to at least its previously existing condition - subject to the Owner's approval.

1.6 WATER:

- A. The Owner will provide water for reasonable use, as necessary for this project and any construction, and/or demolition to continue without interruption, to the extent it is available at the site, and shall pay the water bills for such use for the duration of the Work of this Contract.

1. Otherwise, the Contractor shall obtain the service from the local utility company. Cost of temporary water from the utility company and related billings shall be paid by the Contractor from their Contract amount.
- B. The Contractor shall provide temporary stub-up, hose bib, etc., as necessary for the Work. Contractor shall remove all temporary piping, valves, etc., prior to substantial completion.
- C. The Contractor shall protect the Owner's water systems, new and temporary water lines, valves, etc., from freezing, damage and contamination, and repair of any damage to the Owner's water systems to at least its previously existing condition - subject to the Architect's approval.
 1. Where new water service is indicated to be installed, the Owner will pay for reasonable use of water from this new source. However, the Contractor shall be responsible for any and all costs associated with the procurement and installation of any new meters, all fees for service connection, permits, tap fees, impact fees, etc., and pay for same from his/her Contract amount.

1.7 TEMPORARY HEAT:

- A. Contractor shall furnish temporary heat as required for uninterrupted construction and other operations, protection of new work, for drying out buildings, etc.

1.8 ENCLOSURES AND PROTECTION:

- A. Provide and maintain for the duration of construction of scaffolds, tarpaulins, canopies, warning signs, steps, platforms, bridges and other temporary construction necessary for proper completion and observation of the work, in compliance with pertinent safety and other regulations, and authorities having jurisdiction. Refer to Section 01015 - "Special Conditions," and the Drawings for additional information and requirements.

1.9 CLEAN UP:

- A. Unless noted otherwise, the Contractor or his agent, upon completion of the work shall immediately remove all temporary fences, temporary utility lines, debris or any other obstructions and leave such property in as good a condition as it was before such work was commenced.
- B. Unless noted otherwise, the Contractor, upon completion of the work, shall remove all other temporary structures and facilities from the site.
- C. The Contractor shall legally dispose of all trash, debris, etc., off site, on a regular basis.
- D. Items salvaged by Contractor for his own purposes or for the Owner where indicated, may be stored temporarily on site and removed as soon as possible, unless directed otherwise by Architect, or Owner.

1. The sale or advertising for sale of salvaged or other materials shall not be permitted on site under any circumstances.
- E. Control dust on site and clean mud and/or debris from on site and city streets and sidewalks, as it occurs.
1. Provide facilities to wash mud off truck tires, equipment, etc., before it can be tracked onto streets, etc.
- F. Maintain new landscape work, as well as shrubs and trees to remain, including trimming and raking leaves. Keep grass and weeds cut around fencing, and within the project site.

END OF TEMPORARY FACILITIES

SECTION 017300**EXECUTION****PART 1 - GENERAL**

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
1. Demolition and Hazardous Materials Remediation sequencing.
 2. Field engineering and surveying as needed.
 3. Progress cleaning.
 4. Starting and adjusting.
 5. Protection of installed construction.
- B. Related Requirements:
1. Section 011000 "Summary of Work" for limits on use of Project site.
 2. Section 017329 "Cutting and Patching" for cutting and patching requirements as necessary for the installation or performance of other components of the Work.
 3. Section 024100 "Building Demolition" for demolition and removal of selected portions of the building.

PART 2 - PRODUCTS (Not Used)**PART 3 - EXECUTION**

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning demolition, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.

1. Before demolition, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
1. Examine existing mechanical, electrical and plumbing systems and service into each building to verify actual locations of connections and demarcation points before equipment and fixture demolition.
- C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
1. Description of the Work.
 2. List of detrimental conditions, including substrates.
 3. List of unacceptable installation tolerances.
 4. Recommended corrections.
- D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Abatement Contractor to establish limits of work and identify any areas which can be accessed by Demolition Contractor prior to and following abatement.
- B. Existing Utility Information: Furnish information to Architect that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by demolition if such structures or appurtenances are not included in the scope of Work described in the Contract Documents. Coordinate with Authorities Having Jurisdiction.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect.

3.3 DEMOLITION

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.

- B. General: Engage a professional engineer to lay out the Work using accepted surveying practices.
 - 1. Establish limits on use of Project site.
 - 2. Inform installers of lines and levels to which they must comply.
 - 3. Check the location, level and plumb, of every major element as the Work progresses.
 - 4. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
 - 5. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavement, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- D. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 FIELD ENGINEERING

- A. Identification: Identify existing benchmarks, control points, and property corners.
- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
 - 1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
 - 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.

3.5 INSTALLATION (NOT USED)

3.6 OWNER-INSTALLED PRODUCTS (NOT USED)

3.7 PROGRESS CLEANING

- A. General: Clean Project site and work areas outside defined areas of work daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.

3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Use containers intended for holding waste materials of type to be stored.
 4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
1. Remove liquid spills promptly.
- C. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- D. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls."
- E. At Mosaic Preservation areas of work, during handling and installation, clean and protect demolition in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- F. Limiting Exposures: Supervise demolition operations to assure that no part of the demolition, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the demolition period. Where applicable, such exposures include, but are not necessarily limited to:
1. Excessive static or dynamic loading
 2. Excessive internal or external pressures
 3. Excessively high or low temperatures
 4. Thermal shock
 5. Excessively high or low humidity
 6. Pollution and air contamination
 7. Water or ice
 8. Chemicals and solvents
 9. Light
 10. Radiation
 11. Electrical current
 12. High-speed operation
 13. Contact between incompatible materials
 14. Destructive testing
 15. Improper shipping or handling
 16. Theft or vandalism

3.8 STARTING AND ADJUSTING (NOT USED)

3.9 CORRECTION OF THE WORK (NOT USED)

END OF EXECUTION

SECTION 01 7329**CUTTING AND PATCHING****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

1.2 SUMMARY

- A. Section includes general administrative and procedural requirements for Cutting, Patching and Preservation at existing mosaics.
- B. Related Requirements:
 - 1. Section 017000 "Execution" for procedural requirements for coordination with the installation or performance of other components of the Work.
 - 2. Section 024119 "Selective Demolition" for the demolition of selected portions of the building for alterations.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit preservation of existing artwork noted for preservation.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work (if applicable).
- C. Selective Demolition: The systematic removal of a portion of an existing structure, which often includes removing major structural elements to provide for the preservation of the structure. Selective demolition may require the performance of cutting and patching as a part of the Work.

1.4 SUBMITTALS

- A. Certification of Compliance: Submit all information necessary to indicate full compliance to all requirements specified herein, otherwise submittal will be returned marked "Rejected".
- B. Action Submittals:
 - 1. Cutting and Patching Proposal: Submit a proposal describing methods, procedures, and locations of cutting and patching any structural element as defined herein. Submit proposal a minimum of fourteen (14) calendar days prior to scheduled date cutting and

patching will be performed, requesting approval to proceed. Include the following information:

- a. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
- b. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operation components as well as changes in building's appearance and other significant visual elements.
- c. Products: List products to be used and firms or entities that will perform the Work.
- d. Dates: Indicate when cutting and patching will be performed.
- e. Utility Services and Mechanical or Electrical Systems: List services/systems that will be relocated and those that will be temporarily out of service. Indicate how long services/systems will be disrupted.
- f. Drawings: Where cutting and patching involve cutting cutouts in and/or adding reinforcement to structural elements, submit fully dimensioned drawings, details, and engineering calculations showing integration of cutouts and/or reinforcement with original structure.
- g. Architect/Engineer Approval: Obtain approval of cutting and patching proposal before cutting and patching activities begin.

1.5 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio. Structural elements include, but are not necessarily limited to, columns, beams, girders, headers, joists, bar joists, rafters, shear walls, bearing walls, tilt-up wall panels, precast floor/wall/roof panels, precast columns, hangers, haunches, bearing plates, bearing angles, braces, kickers, anchor bolts, rods, steel reinforcing, stair stringers, pan floor systems, and any prestressed column, beams, girders, headers, and joists.
 1. Cutting of any structural element requires the prior approval of the Engineer of Record.
- B. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity that results in reducing their capacity to perform as intended.
- C. Cutting and Patching Conference: Before proceeding with mosaic removal scope, conduct conference at Project site. Meet with parties involved in cutting and patching to review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

1.6 WARRANTY (NOT USED)

PART 2 - PRODUCTS

2.1 MATERIALS (NOT USED)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
 - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
 - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut at mosaics.
- B. Protection: Protect in-place construction (adjacent work, existing finishes, and equipment) which is scheduled to remain during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Work that might be exposed during cutting and patching operations.
 - 1. Maintain existing interior work above 60 degrees F.
 - 2. Provide weather protection, waterproofing, heat and humidity control as needed to prevent damage to remaining existing mosaics preservation.

3.3 CUTTING AND PATCHING

- A. General: Employ only skilled workers to perform cutting and patching at mosaics.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. Breaking, chipping, denting, deforming, and/or otherwise damaging materials and/or surfaces to be cut and patched is not allowed.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
- C. Patching: During Mosaic removal, patch existing construction as required to maintain a weathertight environment by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Provide materials and comply with installation requirements specified in other Sections, where applicable.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation, including fire-resistance ratings.
 2. Exterior Building Enclosure: At adjacent areas of demolition, patch enclosure components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure at the mosaics.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, overspray, and evidence of any spillage, mortar, oils, putty, and similar materials from all finished surfaces.

END OF SECTION 01 7329

SECTION 017700**CLOSEOUT PROCEDURES****PART 1 - GENERAL****1.1 DESCRIPTION OF SCOPE AND INTENT**

- A. The intent of this section is to define minimum requirements to be satisfied and/or delivered in contract closeout procedures. Other items may be requested by Architect or Owner to supplement required data.

1.2 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Adjusting.
- D. Project record documents.
- E. Operation and maintenance data.
- F. Warranties.
- G. Spare parts and maintenance materials.

1.3 RELATED SECTIONS

- A. Contractor is responsible for coordination of work included in this specification with all other specification sections related to furnishing of all materials, labor, permit, fees and services necessary for completion of work in this section.

1.4 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect/Engineer's inspection.
- B. Provide submittals to Architect that are required by governing or other authorities.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- D. Submit original completed disposal manifests or other required documentation with all required signatures for all materials disposed off site.

1.5 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.

- B. Clean interior and exterior glass and surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Clean equipment and fixtures to a sanitary condition.
- D. Replace filters of operating equipment.
- E. Clean site and premises; sweep paved areas, clean landscaped surfaces.
- F. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.6 ADJUSTING

- A. Adjust operating Products and equipment to ensure smooth and unhindered operation.

PROJECT RECORD DOCUMENTS

- B. Maintain on site, one set of the following record documents; record actual revisions to the Work:
 - 1. Contract Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other Modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.
- C. Store Record Documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and Modifications.
- F. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured depths of foundation pile caps in relation to existing first floor datum.
 - 2. Measured any remaining or salvaged horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 3. Field changes of dimension and detail.

4. Details not on original Contract Drawings.

G. Submit lien and claims release as provided in specifications.

H. Submit documents to Owner with claim for final Application for Payment.

1.7 OPERATION AND MAINTENANCE DATA

A. Submit two sets prior to final inspection, bound in 8-1/2 x 11 inch text pages, three D side ring binders with durable plastic covers.

B. Prepare binder covers with printed title "MOBILE CIVIC CENTER DEMOLITION DOCUMENTATION", title of project.

C. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.

D. Contents: Prepare a Table of Contents for each volume, with each Product or system description identified type on white paper.

E. Part 1: Directory, listing names, addresses, and telephone numbers of Contractor, Subcontractors, and major suppliers used for demolition.

F. Part 2: Project documents and certificates (as required for demolition), including the following:

1. Asbestos and Hazardous Material Removal Report
2. Air and water balance reports.
3. Certificates.
4. Photocopies of warranties.

G. Submit one copy of completed volumes in final form 15 days prior to final inspection. This copy will be returned after final inspection, with Architect/Engineer comments. Revise content of documents as required prior to final submittal.

H. Submit final volumes revised, within ten days after final inspection.

I. Provide on-site instruction of Owner's maintenance or engineering staff of all equipment operations and procedures.

1.8 WARRANTIES

A. Provide duplicate notarized copies.

B. Execute and assemble documents from subcontractors, suppliers, and manufacturers.

- C. Provide Table of Contents and assemble in three D side ring binder with durable plastic cover.
- D. Submit prior to final Application for Payment.
- E. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.
- F. Deliver to and place in location as directed.

1.9 WAIVER OF CLAIMS

- A. Submit waiver of claims in accordance with General Conditions of the Contract for Construction.

PART 2 - PRODUCTS (Not used)

PART 3 - EXECUTION (Not used)

END OF CLOSEOUT PROCEDURES

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SECTION 017839**PROJECT RECORD DOCUMENTS**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification sections, apply to work of this section.

1.2 DOCUMENTS:

- A. Maintain at least one (1) copy of all drawings, specifications, addenda, approved shop drawings, change orders, filed orders, other contract modifications and other reviewed documents submitted by the Contractor in compliance with various sections of the specifications.

1.3 IDENTIFICATION AND MAINTENANCE:

- A. Each of these project record documents shall be clearly marked "Project Record Copy," maintained in good condition, available for inspection by the Architect or Owner, and not used for construction purposes.

1.4 RECORDS:

- A. Mark up the most appropriate documents with permanent red ink pen or red pencil to show:
 - 1. Significant changes made during the construction progress.
 - 2. Significant detail not shown in the original contract documents.
- B. The information given shall include, but not be limited to: The location of underground utilities and appurtenances, referenced to permanent surface improvements by dimensions(s) and description(s).
- C. Keep project record documents current. Do not permanently conceal any work until the required information has been recorded.
- D. As-built Drawings: At completion of project, the Contractor shall submit to Architect complete sets of marked-up Project Record Drawings, as follows:
 - 1. One (1) Original Set.
 - 2. One (1) set of blackline prints or copies.
 - 3. Two (2) sets of digital copies in latest edition of ISO/Adobe compliant "Portable Document Format" ("PDF") saved as "Read Only" on a USB Flash Drive, clearly and permanently labeled as to their contents. MINIMUM RESOLUTION shall be 300 dpi for small format documents and 600 dpi for large format documents ("large format"

is defined as larger than 11" x 17"). Original documents which include color, colored markings, etc., shall be scanned and saved as color documents. Documents may be saved in a non-proprietary ISO compliant self-extracting compressed file format, and no documents shall be password protected. Deliver USB Drives clearly and permanently labeled.

- E. As-built Project Manual and Specifications: At completion of project, the Contractor shall submit to Architect complete sets of marked-up Project Record Specifications, in same quantities and formats as required for the As-built Drawings.

1.5 SUBMITTALS:

- A. Submit project record documents and as-built drawings within ten (10) days of acceptance of the entire completed project.

END OF PROJECT RECORD DOCUMENTS

SECTION 020000 ASBESTOS ABATEMENT SCOPE OF WORK

1.1 The Site

The City of Mobile is demolishing the Mobile Civic Center Complex in Mobile, Alabama. Prior to demolition all asbestos-containing materials and universal wastes are to be removed and properly disposed of. Asbestos-containing materials and lead-based paint components are identified in the Survey by Thompson Engineering and are included as Attachment A. Approximate location of asbestos-containing floor tile and/or mastic are depicted in the drawings. However, the exact limits and quantity of the Work are the sole responsibility of the Contractor, and they shall verify all conditions, quantities and situations adjoining the Work.

1.2 Scope of Work

1.2.1 Asbestos

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

- All floor tile and/or mastic identified in the Survey Report, included as Attachment A, and depicted in the Drawings. Refer to Section 02021, “Asbestos Removal - Resilient Floor Covering”, for work particulars. Contractor shall remove and dispose of all carpet and backing over any asbestos-containing floor tile and/or mastic. HEPA filtration devices shall be exhausted to the exterior of the building.
- All asbestos-containing silver roofing mastic on parapet walls of the roofs. Refer to Section 02037, “Asbestos Removal – Roofing Material” for work particulars.

1.2.2 Universal Waste Disposal

1.2.2.1 The following universal wastes have been identified at the facility:

- Fluorescent light fixtures suspected to contain PCB containing ballasts;
- Fluorescent light bulbs;
- HVAC Freon containing compressors;
- Sodium light fixtures; and
- Mercury containing thermostats.

1.2.2.2 Contractor shall remove and either properly dispose of, or properly recycle these wastes. Refer to Section 02035 “Universal Waste Abatement” for work particulars. The Owners representative will sign all universal waste manifests and inspect waste prior to transporting from the facility.

1.2.2.3 The maintenance shop and store rooms may have miscellaneous containers of “off the shelf” paints, cleaners, treatments and solvents used for routine operations at the facility. The containers should be removed prior to Contractor commencing work,

however, should removal still be in progress, Contractor shall schedule work accordingly.

1.2.3 Lead-Based Paint Components

- 1.2.3.1 Lead-based paint has been identified in the Lead-Based Paint Inspection, prepared by Thompson Engineering, Inc., (copy attached). At the Contractor's option, they may demolish the facility with the lead-based paint components in-place, or remove the individual lead-based paint components for recycling. Should the lead-based paint components remain in-place, the Contractor shall dispose of this waste in a lined landfill built with leachate collection and groundwater monitoring.

1.3 Respiratory Protection

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

Pre-cleaning the work area, constructing the containments, and handling containers of ACM.	1/2 face dual cartridge HEPA Filter Respirators
Gross Removal of ACM, Clean up of Work Area and Encapsulation	1/2 face dual cartridge HEPA Filter Respirators

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

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

1.4 SUBMITTALS

Bids

A. 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 02020 ASBESTOS REMOVAL**1.0 GENERAL****1.1 Scope**

This Section covers removal of any 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 ACM. 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: 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% of asbestos of any type or mixture of types.
- K. Authorized Person or Visitor: The building owners, or their 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% 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 1% asbestos and that cannot be crumbled, pulverized, or reduced to powder by hand pressure when dry is considered a Non-Friable ACM. NESHAP regulations divide Non-Friable materials into the following two groups:
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 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 themselves, their employees, or their subcontractors.
- C. Federal Requirements, which govern asbestos abatement work or hauling and disposal of asbestos waste materials include, but are not limited to the following:
1. U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) including, but not limited to:
 - 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 clean room.

During work activities requiring decontamination procedures, the Contractor shall provide a means of communication for the workers inside the Work area without requiring personnel to enter or leave the Work area. This method of communications shall be a two-way radio, localized wire-connected telephone, or similar system. This communication system shall remain intact until final air monitoring clearance is achieved. Then all equipment shall be wiped down, HEPA vacuumed or disposed of as asbestos-contaminated material.

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

1.7 Personnel

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

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

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

- A. It is a requirement of this Specification that the superintendent and/or one or more of the Contractor's foremen be inside the Work area at all times while work is in progress.
- B. All superintendents and foremen shall have been trained by attending a 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 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.

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.
 - 1. A personnel and equipment decontamination unit shall be constructed contiguous to the restricted area.
 - 2. Since this facility is vacant, the Contractor, at their option, may seal Work areas and shut down filtration devices for nights and weekends. This is only allowed if Work area air samples indicate fiber levels of 0.01 f/cc or less.
- 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 manufacturer’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 02035 UNIVERSAL WASTE DISPOSAL**I. GENERAL****Universal Wastes**

The Contractor shall remove and dispose of all universal wastes identified, utilizing procedures outlined in this Section.

Execution**A. Light Bulbs**

Remove and Dispose of all fluorescent tubes and High-Intensity Discharge (HID) lamps, under one of the following disposal options.

1. **Option 1:** Manage the lamps as a solid waste for disposal in a Municipal Solid Waste landfill, subject to local regulations and landfill operator approval, if they can be classified as non-hazardous. A non-hazardous classification can be obtained through manufacture information or testing that documents that the lamps do not contain enough mercury, lead or other metals to classify as a hazardous waste.

Even if lamps can be classified as non-hazardous, however, recycling is recommended over disposal, since non-hazardous waste lamps still have recyclable components, including glass and the aluminum end caps and metal bases. Additionally, these types of "green" lamps still contain mercury and pass the toxicity characteristic leaching procedure (TCLP) not simply because of the lower mercury content, but because there are other unique lamp components or additives that aid in binding up the mercury so that it does not leach during the TCLP test. Manufacturer information indicates that removal of the unique components or additives will generally cause these lamps to fail the TCLP.

In order to reduce the volume, lamps managed as solid wastes may be crushed prior to disposal. Specific guidelines for crushing the lamps are provided in Section 4.1.2 of this report.

2. **Option 2:** Manage the lamps as any other hazardous waste according to the applicable hazardous waste regulations found in 40 CFR 262 (Standards Applicable To Generators Of Hazardous Waste). The lamps must be disposed of in a hazardous waste landfill or sent to a lamp recycling facility, but should never be incinerated. It is a good policy to keep the mercury in fluorescent and HID lamps out of the solid waste stream by recycling when possible.

In order to reduce the volume, lamps managed as hazardous wastes may be crushed prior to disposal. Specific guidelines for crushing the lamps are

provided in Section 4.1.2 of this report.

3. Option 3: Manage the lamps as universal waste according to the applicable universal waste regulations found in 40 CFR 273 (*Standards For Universal Waste Management*) which provides less stringent standards for storing, transporting, and collecting these wastes than the hazardous waste regulations. Handlers of waste lamps managed under the universal waste rule must:
- Manage lamps in a way that prevents releases of the waste to the environment;
 - Contain lamps in containers such as cardboard boxes or fiber drums, which are adequate to prevent breakage;
 - Keep containers closed;
 - Minimize lamp breakage and immediately clean up any broken or damaged lamps;
 - Store broken lamps in a closed, structurally sound container, and
 - It is recommended that filled boxes should be stacked no more than five across and stacked no higher than five feet so those lamps on the bottom are not crushed by the weight.

Universal waste handlers are prohibited from crushing lamps, or diluting lamps with other wastes. Waste lamps must be sent to a universal waste destination facility for recycling or disposal.

Although the waste shipments should be tracked, manifesting is not required for universal waste shipments. If the lamps are considered hazardous waste in the state in which the destination facility is located, a Hazardous Waste Manifest will be required by the receiving state. Additionally, interstate transport of universal waste lamps may take the lamps through states that have not adopted the universal waste rule for lamps. Those states that have not adopted the universal waste rule for lamps may require a Hazardous Waste Manifest for the portion of the trip those lamps are in their state. Check with the destination facility and/or the states the lamps will travel through to be sure of the requirements.

4. Option 4: Crushing lamps is permitted if the waste lamps are managed under the hazardous waste regulations or if the waste lamps are determined to be a solid waste. Lamps must be crushed in commercially available crushing units that are designed to control mercury emissions. Hazardous lamps can now be crushed, for the sole purpose of volume reduction, provided the following requirements of 40 CFR 270.1(c) are met:
- The crushing does not result in a change in the chemical composition of the lamps.
 - No mixing of different waste streams occurs.
 - No free liquids are included with the lamps or generated by the crushing process.

- The potential for ignition and/or reaction of the lamps during crushing or as the result of crushing does not exist.
- The crushing reduces the volume of hazardous waste that must be subsequently managed.
- The crushing does not result in the emission or discharge of hazardous wastes or hazardous constituents into the environment in excess of any established standards.
- With respect to the crushing, the generator complies with all applicable requirements of ADEM Administrative Code Division 14 (Hazardous Waste Program).
- Generators crushing lamps provide written notification (ADEM Form 8700-12) of their intent to ADEM. This notice must also provide documentation of compliance with the requirements for crushing.

A qualified mercury recycler should be used. It is recommended that the compliance status of any company used should be researched before sending waste to any of these facilities.

Also, under CERCLA, the National Response Center at 800/424-8802 must be notified if more than a pound or more of mercury (equivalent to about 11,000 four-foot T12 fluorescent lamps) will be disposed of in a 24-hour period.

B. Lamp Ballast

Contractor shall identify remove and dispose of ballast containing polychlorinated biphenyls (PCBs), as described herein.

1. Identification Procedures

- All ballast manufactured through 1979 contain PCBs.
- Ballast manufactured after 1979 that do not contain PCBs are labeled "No PCBs", which means a PCB concentration of less than 50 ppm.
- If a ballast is not labeled "No PCBs," assume it contains PCBs.
- It is extremely important to determine if a ballast containing PCBs is leaking before it is removed from the fixture, so that it can be handled properly.

2. Disposal Options.

- a. Option 1: Ballast should not be disassembled for disposal. Non-PCB ballast may be disposed of in a municipal solid waste landfill; however, the best option for disposal of non-PCB ballast is recycling.
- b. Option 2: Non-leaking PCB ballast should be disposed of by high-temperature incineration, recycling or a chemical or hazardous waste landfill. The recommended option is to recycle the ballast at a facility with USEPA approval for recycling PCB ballast. A transporter with a PCB activity identification number from USEPA should be used to transport the

ballast to a recycling facility.

- c. Option 3: Leaking PCB ballast can occur if there is a puncture or other damage to ballast in a lighting system, which exposes an oily tar-like substance. If this substance contains PCBs, the ballast and all materials it contacts are considered PCB waste, and are subject to TSCA disposal requirements. Leaking PCB-containing ballast must be incinerated at an EPA-approved high-temperature incinerator. It is very important that the PCB-containing ballast be removed, handled, and disposed of properly. Precautions should be taken to prevent exposure of the leaking ballast, since all materials that contact the ballast or the leaking substance are also PCB wastes. An approved PCB contractor should be used to handle and dispose of leaking PCB-containing ballast.

3. Packaging

Ballast shall be packed in 55-gallon drums and manifested for transportation as follows:

- One drum holds 150 to 300 ballast depending on how tightly the ballast are packed.
- Fill void space with an absorbent packing material for safety reasons.
- Label drums according to Department of Transportation regulations.
- Note that tightly packed drums may weigh more than 1,000 pounds, which may present a safety risk, particularly when moving the drum for loading or unloading.

4. Notification

Contractor shall notify the National Response Center at 800/424-8802 if disposing of a pound or more of PCBs (roughly equivalent to 12-16 fluorescent ballasts) in a 24-hour period.

C. Thermostats

Contractor shall remove and dispose of non-digital thermostats containing mercury tilt switches associated with the HVAC system as prescribed herein.

1 Disposal Options.

- a. Non-Mercury Containing Thermostats: -
Thermostats that do not contain mercury shall be managed as a solid waste for disposal in a Municipal Solid Waste landfill, subject to local regulations and landfill operator approval.
- b. Mercury Containing Thermostats: -
Mercury-containing thermostats or mercury-containing ampoules that have been removed from these temperature control devices shall be considered a hazardous waste and shall be disposed of in a hazardous waste landfill or sent to a mercury recycling facility, but shall not be incinerated.

D. Batteries

Contractor shall remove and dispose of new and used batteries as prescribed herein.

1. Lead Acid Batteries

- Contain any battery that shows evidence of leakage, spillage, or damage that could cause leakage under reasonably foreseeable conditions in a container. The container must be closed, structurally sound, compatible with the contents of the battery, and must lack evidence of leakage, spillage or damage that could cause leakage under reasonably foreseeable conditions.
- Conduct the following activities as long as the casing of each individual battery cell is not breached and remains intact and closed (except that cells may be opened to remove electrolyte but must be immediately closed after removal):
 - Sorting batteries by type;
 - Mixing battery types in one container;
 - Discharging batteries so as to remove the electric charge;
 - Regenerating used batteries;
 - Disassembling battery packs into individual batteries or cells;
 - Removing batteries from consumer products; or
 - Removing electrolyte from batteries.

Batteries shall be shipped from the site to either a universal waste off-site collection site or to a universal waste destination facility. Off-site collection sites can include retail outlets that sell batteries, government-sponsored collection events, solid waste collection facilities that accept universal waste, as well as hazardous waste recycling and disposal firms. Universal waste destination facilities are businesses that recycle or dispose of universal waste and are subject to federal regulations governing hazardous waste recyclers and hazardous waste disposal facilities. In choosing a universal waste management company, the following information should be obtained: how the waste is going to be managed, both at the off-site collection site and destination facility, and how the batteries will ultimately be processed.

Recycling is the preferred management method for waste batteries. A certificate or receipt shall be obtained indicating when the batteries were recycled and the receipt submitted to the Owner.

If electrolyte is removed from batteries or other solid waste generated (e.g., battery pack materials, discarded consumer products) as a result of the activities listed above, it must be determined whether the electrolyte and/or other solid waste exhibits a characteristic of hazardous waste.

- If the electrolyte and/or other solid waste exhibits a characteristic of hazardous waste, it must be managed in compliance with all applicable

requirements of ADEM hazardous waste regulations. The handler is considered the generator of the hazardous electrolyte and/or other waste and is subject to the hazardous waste generator regulations.

- If the electrolyte or other solid waste is not hazardous, the handler may manage the waste in any way that is in compliance with applicable federal, State of Alabama or local solid waste regulations.

For transportation of the spent lead-acid batteries, the transporter must ensure that the batteries are loaded and braced properly so as to prevent any damage, leakage of lead dust or battery fluid, or short circuits. A bill of lading or Hazardous Waste Manifest is to accompany the shipment and must be retained for three years to record shipment.

Damaged batteries can be transported with intact batteries when properly contained. Battery reclaimers have recommended that damaged batteries be stored and transported in two six-millimeter polyethylene plastic bags. These batteries can be transferred along with intact spent batteries. If a cap is missing from a spent battery, it should be replaced.

Steps should be taken during the handling and storing of batteries to minimize risk. Management of waste batteries must comply with OSHA requirements and be consistent with the information provided with the battery material safety data sheet. For specific accumulation and shipping management instructions, the waste management firm should be contacted.

E. Plumbing and Pipes

All metal piping shall be removed before demolition, or separated from the demolition waste pile and recycled as scrap metal.

F. Freon

Contractor shall properly capture for reuse, all Freon from the building HVAC system and any remaining refrigeration units.

END OF SECTION

SECTION 02037 ASBESTOS REMOVAL – ROOFING MATERIAL**1.0 GENERAL**

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

1.1 EXECUTION

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

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 will provide a certified Asbestos Project Monitor to collect and analyze all air samples on this project. Results of all air monitoring shall be made available to the Owner on a daily basis.

1.1 BACKGROUND SAMPLING

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

1.2 FULL CONTAINMENT

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

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

1.2.1. Following initial visual inspection at least five (5) air samples will be collected from the Work area. Initial clearance passes when all samples indicate 0.02 fibers per cubic centimeter of air (f/cc) or less.

1.2.2. Following final visual inspection at least five (5) air samples will be collected from the Work area using an aggressive sampling technique. The aggressive sampling technique involves aggressively blowing down all vertical and horizontal surfaces with a one horsepower leaf blower and installing and operating a 20-inch box fan for each 10,000 cubic feet of Work area. Final clearance passes when all samples indicate 0.005 f/cc or less with a volume collected of at least 1,200 liters.

1.2.3 At Owner's option, 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.

1.2.4

1.3 Resilient Floor Covering Removal

Upon commencement of resilient floor covering (including mastic) removal, air sampling will be conducted as follows:

Barrier Sample:	At least 3 continuously during each shift (1 inside an adjacent classroom, 1 upwind and 1 downwind). All classroom barrier samples should indicate less than 0.01 f/cc. If not then work practices and barrier integrity shall be evaluated, classrooms cleaned and additional samples collected.
Work Area Sample:	At least 2 continuously during each shift.
Clearance	If all barrier and work area samples indicate less than 0.01 f/cc for the shift when work is completed, then final clearance passes. Otherwise, following visual clearance collect at least three samples from the work area.

1.4 DURING ANY ACM REMOVAL

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

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

2.0 PERSONAL AIR MONITORING

2.1 Asbestos Abatement

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

END OF SECTION

SECTION 02210 ASBESTOS DISPOSAL

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

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:

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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

SECTION 024100
BUILDING DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Demolition and removal of buildings and site improvements.
2. Abandoning in-place and/or removing below-grade construction.
3. Disconnecting, capping or sealing, and abandoning in-place and/or removing site utilities.
4. Salvaging items for reuse by Owner.

B. Related Requirements:

1. Section 011000 "Summary of the Work" for use of the premises and phasing requirements.
2. Section 020200 "Asbestos Abatement" for hazardous material removal scope of work.
3. Section 311000 "Site Clearing" for site clearing and removal of above- and below-grade site improvements not part of building demolition.

1.2 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged.
- B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and store. Include fasteners or brackets needed for reattachment elsewhere.

1.3 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.4 PRE-DEMOLITION MEETINGS

- A. Pre-demolition Conference: Conduct conference at Project site.
 - 1. Inspect and discuss condition of construction to be demolished.
 - 2. Review structural load limitations of existing structures.
 - 3. Review and finalize building demolition schedule and verify availability of demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 - 4. Review and finalize protection requirements.
 - 5. Review procedures for noise control and dust control.
 - 6. Review procedures for protection of adjacent buildings.
 - 7. Review items to be salvaged and returned to Owner.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For refrigerant recovery technician.
- B. Engineering Survey: Submit engineering survey of condition of building.
- C. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.
 - 1. Adjacent Buildings: Detail special measures proposed to protect adjacent buildings to remain including means of egress from those buildings.
- D. Schedule of Building Demolition Activities: Indicate the following:
 - 1. Detailed sequence of demolition work, with starting and ending dates for each activity.
 - 2. Temporary interruption of utility services.
 - 3. Shutoff and capping or re-routing of utility services.
- E. Pre-demolition Photographs or Video: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by salvage and demolition operations. Submit before the Work begins.
- F. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

1.6 CLOSEOUT SUBMITTALS

- A. Inventory: Submit a list of items that have been removed and salvaged.

1.7 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.

1.8 FIELD CONDITIONS

- A. Buildings to be demolished will be vacated and their use discontinued before start of the Work.
- B. Buildings immediately adjacent to demolition area will be occupied and/or under construction. Conduct building demolition so operations of occupied buildings and buildings under construction will not be disrupted.
 - 1. Provide not less than 72 hours' notice of activities that will affect operations of adjacent occupied or buildings under construction.
 - 2. Maintain access to existing walkways, exits, and other facilities used by occupants of adjacent buildings.
 - a. Do not close or obstruct walkways, exits, or other facilities used by occupants of adjacent buildings or construction sites without written permission from authorities having jurisdiction.
- C. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
 - 1. Before building demolition, Owner will remove the following items:
 - a. TV's, Phones, Intercom and head end equipment.
 - b. Furniture.
- D. Hazardous Materials: Present in buildings and structures to be demolished. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.
 - 1. Hazardous material remediation is specified elsewhere in the Contract Documents.
- E. On-site storage or sale of removed items or materials is not permitted.

1.9 COORDINATION

- A. Arrange demolition schedule so as not to interfere with Owner's on-site operations or operations of adjacent occupied and buildings under construction.

PART 2 - PRODUCTS**2.1 PERFORMANCE REQUIREMENTS**

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSP A10.6 and NFPA 241.

PART 3 - EXECUTION**3.1 EXAMINATION**

- A. Verify that hazardous materials have been remediated before proceeding with utilities disconnection and building demolition operations.
- B. Verify that utilities have been disconnected and capped before starting demolition operations.
- C. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- D. Verify Mosaics have been encapsulated, removed and transported offsite before starting demolition operations in areas surrounding the Mosaics.
- E. Inventory and record the condition of items to be removed and salvaged.

3.2 PREPARATION

- A. Refrigerant: Before starting demolition, remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction.
- B. Salvaged Items: Comply with the following:
 - 1. Clean salvaged items of dirt and demolition debris.
 - 2. Pack or crate items after cleaning. Identify contents of containers.
 - 3. Store items in a secure area until delivery to Owner.

4. Transport items to storage area designated by Owner.
5. Protect items from damage during transport and storage.

3.3 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Utilities to Be Disconnected: Locate, identify, disconnect, and seal or cap off utilities serving buildings and structures to be demolished. Abandoned utilities will be demolished back to the right of way.
1. Owner will arrange to shut off utilities when requested by Contractor.
 2. Arrange to shut off utilities with utility companies.
 3. If removal, relocation, or abandonment of utility services will affect adjacent occupied buildings, then provide temporary utilities that bypass buildings and structures to be demolished and that maintain continuity of service to other buildings and structures.
 4. Cut off pipe or conduit a minimum of 24 inches below grade. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing according to requirements of authorities having jurisdiction.
 5. Do not start demolition work until utility disconnecting and sealing have been completed and verified in writing.

3.4 PROTECTION

- A. Existing Facilities: Protect adjacent walkways, loading docks, building entries, and other building facilities during demolition operations. Maintain exits from existing buildings.
- B. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent unexpected movement or collapse of construction being demolished.
1. Strengthen or add new supports when required during progress of demolition.
- C. Existing Utilities to Remain: Maintain utility services to remain and protect from damage during demolition operations.
1. Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction.
 2. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and authorities having jurisdiction.
 - a. Provide at least 72 hours' notice to occupants of affected buildings if shutdown of service is required during changeover.
- D. Temporary Protection: Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction

and as indicated. Comply with requirements in Section 01 50 00 "Temporary Facilities and Controls."

1. Protect adjacent buildings and facilities from damage due to demolition activities.
 2. Protect existing site improvements, appurtenances, and landscaping to remain.
 3. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.
 4. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 5. Provide protection to ensure safe passage of people around building demolition area and to and from occupied portions of adjacent buildings and structures.
 6. Protect walls, windows, roofs, and other adjacent exterior construction that are to remain and that are exposed to building demolition operations.
 7. Erect and maintain dustproof partitions and temporary enclosures to limit dust, noise, and dirt migration to occupied portions of adjacent buildings.
- E. Remove temporary barriers and protections where hazards no longer exist. Where open excavations or other hazardous conditions remain, leave temporary barriers and protections in place.

3.5 DEMOLITION, GENERAL

- A. General: Demolish indicated buildings and site improvements completely. Use methods required to complete the Work within limitations of governing regulations and as follows:
1. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting operations.
 2. Maintain fire watch during and for at least 60 minutes after flame-cutting operations.
 3. Maintain adequate ventilation when using cutting torches.
 4. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- B. Site Access and Temporary Controls: Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
 2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
- C. Explosives: Use of explosives is not permitted.

3.6 DEMOLITION BY MECHANICAL MEANS

- A. Proceed with demolition of structural framing members systematically, from higher to lower level. Complete building demolition operations above each floor or tier before disturbing supporting members on the next lower level.
- B. Remove debris from elevated portions of the building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
 - 1. Remove structural framing members and lower to ground by method suitable to minimize ground impact and dust generation.
- C. Salvage: Items to be removed and salvaged are indicated below:
 - 1. Gas lamps on the north and east property.
- D. Below-Grade Construction: Demolish existing pile caps to eight (8) feet below grade. Demolish foundation walls and other below-grade construction that are within footprint of new construction and extend five (5) feet outside footprint indicated for new construction. Abandon below-grade construction outside this area.
 - 1. Remove below-grade construction, including basements, foundation walls, and footings, completely.
- E. Existing Utilities: Demolish existing utilities and below-grade utility structures that are within five (5) feet outside footprint indicated for new construction. Abandon utilities outside this area.

3.7 SITE RESTORATION

- A. At exposed pile cap removal locations, coordinate with Construction Manager to procure a new survey to reflect pile locations prior to backfilling and grading site.
- B. Below-Grade Areas: Completely fill below-grade areas and voids resulting from building demolition operations with satisfactory soil materials.
- C. Site Grading: Uniformly rough grade area of demolished construction to a smooth surface, free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades.

3.8 REPAIRS

- A. Promptly repair damage to adjacent buildings caused by demolition operations.

3.9 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Do not burn demolished materials.

3.10 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations began.
 - 1. Clean roadways adjacent to project site from debris caused by debris transport.

END OF SECTION 024100

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SECTION 310000**EARTHWORK****PART 1 - GENERAL****1.1 RELATED DOCUMENTS:**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Related work specified elsewhere includes:
 - .. Section 017700 – “Project Closeout”
 - .. Section 017839 – “Project Record Documents”
 - .. Section 024100 – “Building Demolition”
 - .. Section 310000 – “Site Clearing”
 - .. Section 314000 – “Shoring and Bracing”

1.2 SUMMARY:

- A. This Section includes the following:
 - 1. Complete removal of all above grade and below grade improvements and utilities within the limits of work, and preparing of subgrade for positive drainage, and for future building slabs, walks, and pavements.
 - 2. Environmental and erosion control measures, as indicated and as otherwise required by applicable codes, regulations, and authorities having jurisdiction.
 - a. Note that erosion controls put in place for this project shall be maintained in good and effective condition for the duration of the Work, and shall **REMAIN IN PLACE** at the completion of the Work of this Contract.
 - 3. The extent of earthwork is indicated on the Drawings, including in part, the following:
 - a. Backfilling excavations, voids, trenches, pits, etc., left from demolition operations of footings, foundation walls, basements, stumps, roots, underground utilities, pavements, etc., with select fill; And compaction to at least 95-percent Standard Proctor Density (SPD).
 - b. Re-grading of the site to achieve positive drainage, without puddles, standing water, etc.

4. Refer to the Drawings for requirements for grassing grade areas disturbed by the Work of this project.
 5. Design and provide all necessary supports, shoring, etc., as required to prevent settlement, collapse, and/or other damage to existing buildings, structures, and/or other improvements which are to remain.
 6. Stripping and stockpiling of topsoil (if any) is specified in Section 02110 - "Site Clearing."
 7. Removal of existing improvements is specified under various Division 2 Sections.
- C. Placement and compaction of topsoil at areas disturbed by this construction and up to finish grades is included in the work of this Section.
1. Provide required pricing for any sod which may be added to the Work of this project.
 2. Allow for thickness of topsoil and sod.
- D. Do not under-mine or excavate below footings, structures, and/or foundations which are to remain.
- E. Perform excavation by hand within 5'-0" of existing buildings and structures to remain. Design and provide all necessary supports, shoring, etc., as required to prevent settlement, collapse, and/or other damage to existing buildings and structures to remain.
1. DO NOT EXCAVATE BELOW THE EFFECTIVE BEARING AREA OF FOUNDATIONS OF ANY EXISTING BUILDINGS AND STRUCTURES TO REMAIN. In the event of conflict during construction, notify Architect prior to proceeding with work in the affected area.

1.3 **DEFINITIONS:**

- A. "Excavation" consists of removal of materials and existing improvements encountered to subgrade elevations indicated or otherwise required for removals, and subsequent legal disposal of materials removed.
- B. "Unauthorized" excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific direction of Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be at Contractor's expense.
1. Under footings, foundation bases, or retaining walls, fill unauthorized excavation by filling with "select fill", compacted to 98% S.P.D.
 2. In locations other than those above, backfill and compact unauthorized excavations as specified for authorized excavations of same classification, unless otherwise directed by Architect.
- C. "Additional Excavation": When excavation has reached required subgrade elevations, notify project Geotechnical Engineer and Architect, who will make an inspection of conditions. If project Geotechnical Engineer and Architect determine that bearing materials at required

subgrade elevations are unsuitable, continue excavation until suitable bearing materials are encountered and replace excavated material as directed by project Geotechnical Engineer and Architect.

1. The Contract Sum will be adjusted by Change Order, or as provided in General Conditions, for additional excavation and its replacement appropriately authorized in writing prior to beginning the work, and for which the Contractor is due payment from the Owner.
- D. "Subgrade": The undisturbed earth or the compacted soil layer immediately below pavement base course, drainage fill, or existing grade below building(s) and their foundations, which are to be demolished; and topsoil materials.
- E. "Structure": Buildings, foundations, footings, slabs, tanks, curbs, or other man-made stationary features occurring above or below ground surface.

1.4 SUBMITTALS:

- A. Test Reports: Submit the following reports directly to Architect, Civil Engineer, Structural Engineer, and the Owner, directly from the testing service, with copy to Contractor:
 1. Test reports on fill and borrow material.
 2. Verification of suitability of each foundation, floor slab and subgrade condition and material, in accordance with specified requirements.
 3. Field reports; and in-place soil density tests.
 4. Report of actual unconfined compressive strength and/or results of bearing tests of each strata tested.

1.5 QUALITY ASSURANCE:

- A. Codes and Standards: Perform excavation work on site and in right-of-ways in compliance with applicable requirements of authorities having jurisdiction.
- B. Testing and Inspection Service: All required testing shall be performed by a qualified independent geotechnical testing laboratory.
 1. Refer to Section 01015 - "Special Conditions", for additional information and requirements.

1.6 PROJECT CONDITIONS:

- A. Site Information: Refer to Section 311000 - "Site Clearing", and the Drawings, for additional information, and any recommendations.

- B. Existing Utilities: Locate existing underground utilities in areas of excavation work. If utilities are indicated to remain in place, provide adequate means of support and protection during earthwork operations in the vicinity, and as may also be required for other construction work.
1. Notify the Alabama Line Location Center at 1-800-292-8525 at least 2-full working days (48 hours), excluding weekends and holidays, prior to any excavation work. This organization will contact its member utility companies to locate and mark all of their own underground facilities.
 - a. Notify non-member companies directly, for them to perform this service.
 2. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult utility owner immediately for directions and record locations on as-built record drawings. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.
 3. Do not interrupt existing utilities serving facilities occupied by Owner or others, during occupied hours, except when permitted in writing by Architect and then only after acceptable temporary utility services have been provided.
 - a. Provide minimum of 48-hour notice to Owner and copy Architect, and receive written notice to proceed before interrupting any utility.
 4. Demolish and completely remove from the site any existing underground utilities within limits of work, and otherwise indicated to be removed. Coordinate with utility companies for shutoff of services if lines are active.
- C. Use of Explosives: Use of explosives *is not* permitted.
- D. Protection of Persons and Property:
1. Barricade open excavations occurring as part of this work and post with warning lights.
 2. Operate warning lights as recommended by authorities having jurisdiction.
 3. Comply with requirements of current regulations of OSHA, ADEM, applicable Codes, ordinances, and authorities having jurisdiction.
 4. Protect structures, utilities, sidewalks, pavements, and other facilities and improvements which are to remain from damage caused by settlement, lateral movement, undermining, washout, and other hazards which could be created by demolition and/or earthwork operations.
 5. Perform excavation by hand within dripline of large trees to remain. Protect root systems from damage or dryout to the greatest extent possible. Maintain moist

condition for root system and cover exposed roots with moistened burlap. Paint root cuts of 1-inch and larger with emulsified asphalt tree paint.

6. Do not under-mine or excavate below footings, structures, and/or foundations which are to remain.
7. Perform excavation by hand within 5'-0" of existing buildings and structures to remain. Design and provide all necessary supports, shoring, etc., as required to prevent settlement, collapse, and/or other damage to existing buildings and structures to remain.
 - a. DO NOT EXCAVATE BELOW THE EFFECTIVE BEARING AREA OF FOUNDATIONS OF EXISTING BUILDINGS AND STRUCTURES TO REMAIN. In the event of conflict during construction, notify Architect prior to proceeding with work in the effected area.

PART 2 – PRODUCTS

2.1 SOIL MATERIALS - DEFINITIONS:

- A. Satisfactory soil materials are defined as clean, non-saturated, non-organic sections of earth taken from on-site cuts (if allowed), and complying with ASTM D2487 soil classification groups CL and SC soil materials with P.I. of less than 25-percent will be satisfactory, subject to acceptance by the project Geotechnical Engineer.
 1. On-site soils shall not be used as select fill in building or controlled areas, unless tested and approved by project Geotechnical Engineer.
 2. Fill soil shall be compatible with existing soils at this projects site, to facilitate bonding of the soils together.
- B. Unsatisfactory soil materials are defined as those complying with ASTM D2487 soil classification groups other than CL and SC.
- C. Backfill and Fill Materials (Grassed areas only; Cuts and fills during general grading): Satisfactory soil materials from on-site excavations, free of clay, rock, or gravel larger than 2-inches in any dimension, debris, waste, frozen materials, vegetation and other deleterious matter. All fill soils must be compatible with existing soils, so they can bond together.
- D. Offsite Borrow Material (“Select” and/or “Structural Fill”): A non-expansive silty sand (SM), clayey sand (SC), or sandy clay (CL) that contains less than 25-percent sound aggregate (less than 3-inch diameter) retained on a #4 mesh sieve, 65-percent maximum passing a #200 mesh sieve, a liquid limit of 40-percent maximum, a plasticity index of less than 25-percent, a minimum dry unit weight (ASTM D-698) of 100 pcf, and acceptable to the project Geotechnical Engineer.

- E. Topsoil: Refer to Section 311000 - "Site Clearing."

PART 3 – EXECUTION

3.1 PROOFROLLING:

- A. Areas throughout significant slopes and beneath and 10'-0" beyond demolition areas, shall be designated as "controlled areas." Prior to placement of fill earth and following removal of cut earth, the controlled areas shall be proofrolled. Areas to be filled shall be proofrolled prior to any fill placement; cut areas shall be proofrolled after they are brought to existing grade level. Proofrolling shall be performed with a loaded truck with a rear single axle weight of 8 to 10 tons, or similarly weighted construction equipment. The proofroller shall make at least two passes over each section in perpendicular directions over the "controlled areas". Soft, organic, or excessively wet soils found during the proofrolling operations shall be excavated and replaced with suitable compacted fill. The exposed grade must be well drained to prevent the accumulation of water.
1. Proofrolling shall be conducted in the presence of testing lab's Geotechnical Engineer.
 2. Do not proofroll when the ground surface is wet or saturated with water.

3.2 EXCAVATION:

- A. Earth Excavation includes excavation of pavements and other obstructions visible on surface; underground structures, utilities, and other items indicated to be demolished and removed; together with earth and other materials encountered that are not classified as structures, foundations, rock or unauthorized excavation and which are required to be removed under the work of Section 024100 – "Building Demolition".

3.3 STABILITY OF EXCAVATIONS:

- A. General: Comply with local codes, ordinances, and requirements of agencies having jurisdiction.
- B. Slope sides of excavations to comply with local codes, ordinances, and requirements of agencies having jurisdiction. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated. Maintain sides and slopes of excavations in safe condition until completion of backfilling.
- C. Shoring and Bracing: Provide materials for shoring and bracing, such as sheet piling, uprights, stringers, and cross braces, in good serviceable condition. Maintain shoring and bracing in excavations regardless of time period excavations will be open. Extend shoring and bracing as excavation progresses. Refer to Section 314000 – "Shoring and Bracing" for additional information and requirements.

3.4 DEWATERING:

- A. Prevent surface water and subsurface or ground water from flowing into excavations and from flooding project site and surrounding area.
 - 1. Do not allow water to accumulate in excavations. Remove water to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to stability of subgrades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.
 - 2. Establish and maintain temporary drainage ditches and other diversions outside demolition and excavation limits to convey rainwater and water removed from excavations to collecting or runoff areas.

3.5 STORAGE OF EXCAVATED MATERIALS:

- A. Stockpile excavated materials acceptable for backfill and fill where directed. Place, grade, and shape stockpiles for proper drainage.
 - 1. Locate and retain soil materials away from edge of excavations. Do not store within drip line of trees indicated to remain.
 - 2. Dispose of excess excavated soil material by spreading at on-site location as directed by Owner and materials not wanted by the Owner and/or not acceptable for use as backfill or fill by removal and legal disposal off site.

3.6 BACKFILL AND FILL:

- A. General: Place soil material in layers to required subgrade elevations, for each area classification listed below, using materials specified in Part 2 of this Section.
 - 1. Under all areas, use satisfactory excavated or off-site borrow material, unless otherwise indicated.
 - 2. Backfill trenches with 3,000 psi concrete where trench excavations pass within 18-inches of existing columns or wall footings and that are carried below bottom of such footings or that pass under wall footings. Place concrete to level of bottom of adjacent footing.
 - a. Do not backfill trenches until inspections and any required testing have been made and backfilling is authorized by Architect or the accepted project Geotechnical Consultant.
- B. Backfill excavations as promptly as work permits, but not until completion of the following:

1. Acceptance of conditions below finish grade including, where applicable, required provisions for any slabs or foundations allowed to be left in place, etc.
2. Inspections, testing, approval, and recording locations of active and/or terminated underground utilities have been performed and recorded.
3. Removal of concrete formwork, if any.
4. Removal of shoring and bracing, and backfilling of voids with satisfactory materials.
 - a. Cut off temporary sheet piling driven to the lower elevation of either 48-inches below existing grade or below bottom of structures to remain (if any), and remove in manner to prevent settlement of the structure or utilities, or leave in place if required and identify location(s) on project Record Documents.
5. Removal of trash and debris from excavation.
6. Permanent or temporary horizontal bracing is in place on horizontally supported walls, where necessary.

3.7 PLACEMENT AND COMPACTION:

- A. Ground Surface Preparation:
 1. Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Plow strip, or break up sloped surfaces steeper than 1-vertical to 4-horizontal so that fill material will bond with existing surface.
 2. When existing ground surface has a density less than that specified under "Compaction" for particular area classification, break up ground surface, pulverize, moisture-condition to optimum moisture content, and compact to required depth and percentage of maximum density.
- B. Place backfill and fill materials in layers not more than 8-inches in loose depth for material compacted by heavy compaction equipment, and not more than 4-inches in loose depth for material compacted by hand-operated tampers.
- C. Before compaction, moisten or aerate each layer as necessary to provide optimum moisture content. Compact each layer to required percentage of maximum dry density or relative dry density for each area classification. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
- D. Place backfill and fill materials evenly adjacent to structures, piping, or conduit to required elevations. Prevent wedging action of backfill against structures or displacement of piping

or conduit by carrying material uniformly around structure, piping, or conduit to approximately same elevation in each lift.

- E. Control soil and fill compaction, providing minimum percentage of density specified for each area classification indicated below. Correct improperly compacted areas or lifts as directed by Architect if soil density tests indicate inadequate compaction.
1. Percentage of Maximum Density Requirements: Compact soil to not less than the following percentages of maximum density, in accordance with ASTM D 698:
 - a. Under demolished structures, building slabs and steps, sidewalks, pads, pavements, foundations, footings, etc., and in all "controlled areas", compact top 8-inches of subgrade and each layer of backfill or fill material at 98-percent maximum density. Compact the top 12-inches of the subgrade in both cut and fill areas to at least 98-percent maximum density.
 - b. Under lawn or unpaved areas, compact each layer of backfill or fill material at 95-percent maximum density.
 - c. Select and/or Structural Fill: 98-percent standard density.
 - d. Crushed Stone or Other Allowed Porous Fill: 98-percent standard density.
 2. Moisture Control:
 - a. Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade or layer of soil material. Apply water in minimum quantity as necessary to prevent free water from appearing on surface during or subsequent to compaction operations.
 - b. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.
 - c. Stockpile or spread soil material that has been removed because it is too wet to permit compaction. Assist drying by discing, harrowing, or pulverizing until moisture content is reduced to a satisfactory value.
 - d. At the time of densification, the moisture content of "engineered fill", "structural fill", and "select fill" should be within 3% of the materials' optimum moisture content.
 - e. Structural fill areas exposed to excessive wetting, drying or otherwise disturbed by the construction following acceptance for moisture and density should be retested followed by the correction of deficient areas just prior to the installation of additional fill.

- f. In no instance should placement of structural fill or ground supported structures be permitted if the ground surface soils contain a moisture content in excess of 3% of the materials optimum moisture content.
- g. In no case shall porous drainage backfill (except as specifically indicated at below grade slabs and/or foundations allowed to remain in place only) or masonry sand material be used as backfill or adjacent to foundation and similar items being demolished, excavated, and backfilled. Care shall also be taken to prevent masonry brick/block debris and other debris from demolition operations from being pushed into such excavations.

3.8 GRADING:

- A. General: Uniformly grade areas within limits of grading under this section, including adjacent transition areas. Smooth finished surface within specified tolerances, compact with uniform levels or slopes between points where elevations are indicated or between such points and existing grades.
- B. Grading Outside Demolition Work Lines: Grade areas adjacent to demolition work lines to drain away from area(s) and to prevent ponding. Finish surfaces free from irregular surface changes and as follows:
 - 1. Lawn or Unpaved Areas: Finish areas to receive topsoil to within not more than 0.10-foot above-or-below required subgrade elevations.
 - 2. Connection of Existing and New Work: Provide flush transition, unless specifically indicated otherwise.
- C. Grading Surface of Fill at "Controlled Areas": Grade smooth and even, free of voids, compacted as specified, and to required elevation. Provide final grades within a tolerance of 2-inch when tested with a 10-foot straightedge.
- D. Compaction: After grading, compact subgrade surfaces to the depth and indicated percentage of maximum or relative density for each area classification.

3.9 FIELD QUALITY CONTROL:

- A. Quality Control Testing During Construction:
 - 1. Allow testing service to inspect and approve each subgrade and fill layer before further backfill or construction work is performed.
 - 2. Perform field density tests in accordance with ASTM D 698 (sand cone method), or acceptable nuclear testing method, as applicable.
 - 3. Excavation Subgrade: For each strata of soil, perform at least one test per 100-square feet, to verify required design bearing capacities. Subsequent verification

and approval of each footing subgrade may be based on a visual comparison of each subgrade with related tested strata when acceptable to Architect and accepted project Geotechnical Consultant.

4. Trenches: Perform at least one field density test for every 100-linear feet for each 2-feet of vertical thickness of fill placed in utility or similar trenches, which extend through the “controlled areas”.
5. A laboratory soil particle size, Atterberg limit, and Proctor density test shall be performed on each different type of fill soil used in the “controlled areas”.
6. If in opinion of Architect, based on testing service reports and inspection, subgrade or fills that have been placed are below specified density, perform additional compaction and testing until specified density is obtained.

3.10 EROSION CONTROL:

- A. Provide erosion control methods in accordance with requirements of authorities having jurisdiction.

3.11 MAINTENANCE:

- A. Protection of Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades in settled, eroded, and rutted areas to specified tolerances.
- C. Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, reshape, and compact to required density prior to further construction.
- D. Settling: Where settling is measurable or observable at excavated areas during general project warranty period, remove surface (pavement, lawn, or other finish), add backfill material, compact, and replace surface treatment. Restore appearance, quality, and condition of surface or finish to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.12 DISPOSAL OF EXCESS AND WASTE MATERIALS:

- A. Removal from Owner’s Property:
 1. Remove excess and waste materials, including unacceptable excavated material, trash, debris, and waste materials, and legally dispose of off Owner’s property.

END OF EARTHWORK

SECTION 02110**SITE CLEARING****PART 1 - GENERAL****1.1 RELATED DOCUMENTS:**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Related work specified elsewhere includes Sections:
 - .. Section 02060 – “Building Demolition”
 - .. Section 02150 – “Shoring and Bracing”
 - .. Section 02200 – “Earthwork”

1.2 SUMMARY:

- A. This Section includes the following:
 - 1. Coordination of the Work, including in part, the Owner’s Environmental Consultant, and the work of all trades.
 - 2. Protection of existing trees and landscaping to remain, if any, and boundary and property line markers, bench marks, survey control points, and existing structures and improvements which are to remain.
 - 3. Environmental and erosion control measures, as indicated and as otherwise required by applicable codes, regulations, and authorities having jurisdiction.
 - a. Note that erosion controls put in place for this project shall be maintained in good and effective condition for the duration of the Work, and shall **REMAIN IN PLACE** at the completion of the Work of this Contract.
 - 4. Removal of trees and other vegetation, as indicated, and within “controlled areas.”
 - 5. Topsoil stripping, and stockpiling, as indicated, and within “controlled areas.”
 - 6. Removing above-grade improvements as indicated, and as required to accommodate new construction and demolition.
 - 7. Removing below-grade improvements as indicated, and as required to accommodate new construction and demolition.

- B. Stripping shall extend at least 10-feet beyond the limits of construction cut and fill.

1.3 PROJECT CONDITIONS:

- A. Traffic: Conduct site clearing operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks or other occupied or used facilities without permission from authorities having jurisdiction.
- B. Protection of Existing Improvements:
1. Provide protection necessary to prevent damage to existing improvements indicated to remain in place. Clearing, demolition and any excavation within 5'-0" of existing buildings and structures to remain shall be performed by hand.
 2. Protect improvements on adjoining properties and on Owner's property.
 3. Protect boundary and property line markers, benchmarks, and survey control points.
 4. Restore damaged improvements and markers to their original condition, as acceptable to property owners.
- C. Protection of Existing Trees and Vegetation:
1. Protect existing trees and other vegetation indicated to remain in place, against unnecessary cutting, breaking or skinning of roots, skinning or bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic, or parking of vehicles within drip line. Provide temporary fencing, barricades, and/or other precautions as necessary to protect trees and vegetation to be left standing.
 2. Water trees and other vegetation to remain within limits of contract work as required to maintain their health during course of construction operations.
 3. Provide protection for roots over 1-1/2-inch diameter that are cut during construction operations. Coat cut faces with an emulsified asphalt, or other acceptable coating, formulated for use on damaged plant tissues. Temporarily cover exposed roots with wet burlap to prevent roots from drying out; cover with earth as soon as possible.
 4. Repair or replace trees and vegetation indicated to remain which are damaged by construction operations, in a manner acceptable to Architect. Employ a licensed arborist to repair damages to trees and shrubs.

5. Replace trees which cannot be repaired and restored to full-growth status, as determined by arborist.
- D. Improvements on Adjoining Property:
1. Authority for performing any removal and alteration work on property adjoining Owner's property will be obtained by Owner prior to award of contract, if any is indicated or required.
 2. Extent of work on adjacent property is indicated on Drawings, if any.
- E. Salvageable Improvements: Carefully remove items indicated to be salvaged, and store on Owner's premises where indicated or directed.

PART 2 - PRODUCTS

- A. Not applicable to this Section.

PART 3 - EXECUTION

3.1 SITE CLEARING:

- A. General:
1. Remove trees, shrubs, grass and other vegetation, improvements, or obstructions as required to permit installation of new construction. Remove similar items elsewhere on site or premises as specifically indicated. "Removal" includes digging out and off-site disposing of stumps and roots.
 2. Cut minor roots and branches of trees indicated to remain in a clean and careful manner, where such roots and branches obstruct installation of new construction.
- B. Topsoil:
1. Topsoil is defined as friable clay loam surface soil found in a depth of not less than 4 inches. Satisfactory topsoil is reasonably free of subsoil, clay lumps, stones, and other objects over 2 inches in diameter, and without weeds, roots, and other objectionable material.
 2. Strip topsoil to whatever depths encountered in a manner to prevent intermingling with underlying subsoil or other objectionable material.
 - a. Remove heavy growths of grass from areas before stripping.

- b. Where existing trees are indicated to remain, leave existing topsoil in place within drip lines to prevent damage to root system.
 3. Stockpile topsoil in storage piles in areas indicated or directed. Construct storage piles to provide free drainage of surface water. Cover storage piles, as required, to prevent wind erosion.
 4. Dispose of unsuitable or excess topsoil same as specified for disposal of waste material.
 5. Fill depressions caused by site clearing operations with satisfactory soil material, unless further excavation or earthwork is indicated.
 - a. Place fill material in horizontal layers not exceeding 6 inches loose depth, and thoroughly compact to a density equal to adjacent original ground, unless specific compaction is otherwise indicated in Section 310000.
- C. Removal of Improvements:
 1. Remove existing above-grade and below-grade improvements as indicated and as necessary to facilitate new construction.
 2. Removal of abandoned underground piping or conduit interfering with construction is included under this Section.

3.2 DISPOSAL OF WASTE MATERIALS:

- A. Burning on Owner's Property: Burning is not permitted on Owner's property.
- B. Removal from Owner's Property: Remove waste materials, trash and debris, and legally dispose of same.
 1. Clean excess soil material without any construction debris, trash, tree roots over 1-inch in diameter, stumps, etc., shall be neatly spread and graded on site, as directed by the Architect and Owner.
 2. The Owner will remove any additional excess excavated material from the site. The Contractor's responsibility in this regard shall be to stockpile additional excess excavated earth materials at location(s) mutually agreed to with the Owner, and any related rough and finish grading required in that or those areas after the Owner has completed such removal work.

END OF SITE CLEARING

SECTION 02150
SHORING AND BRACING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.
- B. Related work specified elsewhere includes:
 - .. Section 02060 - "Building Demolition"
 - .. Section 02110 - "Site Clearing"
 - .. Section 02200 - "Earthwork"

1.2 DESCRIPTION OF WORK:

- A. If necessary or otherwise required, the extent of shoring and bracing work includes, but is not limited to, the following:
 - 1. Shoring and bracing necessary to protect existing buildings, streets, walkways, utilities, and other improvements and excavation against loss of ground, caving embankments, or any other damage.
 - 2. Maintenance of shoring and bracing.
 - 3. Removal of bracing, as required.
- B. Type of shoring and bracing system, if any, includes, but is not limited to the following, as designed, and provided by the Contractor:
 - 1. Soldier piles.
 - 2. Lagging.
 - 3. Other types, as required by project conditions.
- C. Restrictions:
 - 1. No driven piles will be allowed. H-piles, if any must be set in augered holes, in concrete.
 - 2. No internal bracing will be allowed, unless pre-approved by the Owner and Architect.

1.3 SUBMITTALS:

- A. Layout Drawings: Provide layout drawings for shoring and bracing system and other data prepared and sealed by a registered Professional Engineer licensed in the State where the project is located. System design and calculations must be acceptable to local authorities having jurisdiction and are subject to review and acceptance by this project's design consultants.
- B. Certification: Provide a survey of completed shoring and sheeting work, if any, certifying locations, elevations, conditions, etc.

1.4 QUALITY ASSURANCE:

- A. Provide design by a Structural Engineer currently licensed to practice in the project's jurisdiction. Design shall include, in part, installation and removals of shoring and bracing systems and components.
- B. Regulations: Comply with local codes and ordinances of governing authorities having jurisdiction, and adjacent surrounding or anticipated traffic and bearing loads, etc.
- C. Protection: Protect all persons, adjoining properties and utilities. Should any property damage occur repair and restore to original condition, subject to approval of the Architect, and that of its Owner.

1.5 JOB CONDITIONS:

- A. Before starting any demolition or other work, check and verify governing dimensions and elevations. Survey condition of adjoining properties. Take photographs to record any prior settlement or cracking of structures, pavements, and other improvements. Prepare a list of such damages, verified by dated photographs, and signed by Contractor and others conducting the investigation.
- B. Survey adjacent structures and improvements, establishing exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks and record existing elevations. Locate datum level used to establish benchmark elevations sufficiently distant so as not to be affected by movement resulting from excavation operations.
 - 1. Provide any stress and strain gauges on existing buildings to remain as necessary to detect and record any movement or no movement in Project log.

1.6 EXISTING UTILITIES:

- A. Protect existing active sewer, water, gas, electricity and other utility services and structures identified to remain.
- B. Notify municipal agencies and service utility companies having jurisdiction. Comply with requirements of governing authorities and agencies for protection, relocation, removal and

discontinuing of services, as affected by this work.

PART 2 - PRODUCTS

2.1 MATERIALS:

- A. General: Provide suitable shoring and bracing materials which will support loads imposed. Materials need not be new but should be in serviceable condition.
 - 1. If wood is part of shoring system near existing structures, use pressure preservative treated materials or remove before placement of backfill.
- B. Do not use excavation or borings spoils in work to remain, unless acceptable to the accepted project Geotechnical Consultant.

PART 3 - EXECUTION

3.1 SHORING:

- A. Wherever shoring is required, locate the system to clear permanent construction and to permit forming and finishing of concrete surfaces. Provide shoring system adequately anchored and braced to resist earth and hydrostatic pressures.
- B. Shoring systems retaining earth on which the support or stability of existing structures is dependent must be left in place at completion of work.
- C. Protect tops of walls as necessary (and forms, sheeting, etc.) as required to prevent water penetration, wash-out, etc.

3.2 BRACING:

- A. Locate bracing to clear columns, floor framing construction, and other permanent work. If necessary to move a brace, install new bracing prior to removal of original brace.
- B. Do not place bracing where it will be cast into or included in permanent concrete work, except as otherwise acceptable to Architect.
- C. Install internal bracing, if required, to prevent spreading or distortion to braced frames.
- D. Maintain bracing until structural elements are rebraced by other bracing or until permanent construction is able to withstand lateral earth and hydrostatic pressures.
- E. Remove sheeting, shoring and bracing in stages to avoid disturbance to underlying soils and damage to structures, pavements, facilities, and utilities.

- F. Repair or replace, as acceptable by Architect, adjacent work damaged or displaced through the installation or removal of shoring and bracing work.

END OF SHORING AND BRACING

PRE-Renovation Asbestos and Lead-Based Paint Survey

Prepared for: Goodwyn Mills Cawood

Mobile Civic Center Pre-Renovation Asbestos and Lead-Based Paint Survey

401 Civic Center Drive
Mobile, Alabama 36602

Project No: 23-1101-0140

September 2023



Edward J. Kryger, Jr.
Senior Environmental Specialist



Cade Burgin
Environmental Engineer



thompson
ENGINEERING

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1. INTRODUCTION

Thompson Engineering, Inc. (Thompson Engineering) was retained by Goodwyn Mills Cawood to conduct a Pre-Renovation asbestos and lead-based paint survey of the Mobile Civic Center facility located at 401 Civic Center Drive, Mobile, Alabama 36602. The report was prepared for the sole use of Goodwyn Mills Cawood and the City of Mobile and is considered Proprietary Information.

This survey was conducted on August 15, 16, 17, 21, 22, September 1, 11, 14, 15, and 18. The survey included a limited lead-based paint (LBP) survey, and a Pre-Renovation asbestos survey.

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

2. PROJECT INFORMATION

2.1 Project Information Data

I. Project Information

Site Name: Mobile Civic Center

Site Address: 401 Civic Center Drive
Mobile, Alabama 36602

II. Client Information

Client Name: Goodwyn Mills Cawood

Client Contact: Mr. Jim Walker,
Vice president, Architecture

Client Address: 11 North Water Street
Mobile, Alabama 36602

III. Investigation Personnel Data

Certified Asbestos Inspector: Edward J. Kryger Jr.

Certified Lead Inspector: Edward J. Kryger Jr.

3. SCOPE OF WORK

3.1 Limited Asbestos Survey

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

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

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

3.2 Limited Lead-Based Paint Survey

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

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

4. ASBESTOS/LEAD-BASED PAINT/HAZMAT SURVEY

4.1 Limited Asbestos Survey

29 CFR 1910.1001 defines ACM as any material containing more than 1% asbestos. Two Hundred and One (201) bulk samples of suspect ACM were collected and analyzed from inside and outside of each building. The survey included the collection and analysis of “friable” and “non-friable” materials. Seventy (70) samples tested positive for ACM and are noted in the Table(s) 1a-1c below. 16 positive test results are from samples taken in the Theater, 4 positive test results are from samples taken in the Expo Hall, and 50 positive test results are from samples taken in the Arena. Only positive test results and positive stop samples from a homogeneous area are listed below.

Based on sample data, all floor mastic under all floor coverings is assumed to be ACM.

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

Table 1a: Positive Asbestos Test Results – Civic Center Theater.

SAMPLE NO.	SAMPLE DESCRIPTION	SAMPLE LOCATION	RESULTS
T-5A	9”x9” Tile (pink)	Stock Room	10%**
T-5B	9”x9” Tile (pink)	Band Room	Positive stop
T-5C	9”x9” Tile (pink)	East Corridor	Positive stop
T-5D	9”x9” Tile (pink)	West Corridor	Positive stop
T-5E	9”x9” Tile (pink)	2 nd Fl W/ Corridor	Positive stop
T-5F	9”x9” Tile (pink)	2 nd fl W/Men’s Dressing Room	Positive stop
T-5G	9”x9” Tile (pink)	3 rd Fl Corridor	Positive stop
T-6	Black Mastic	Vestibule	3%**
T-8	9”x9” Tile (pink)	Check Room	10%**
T-8	Black Mastic	Check Room	3%**
T-13	Black Mastic	Ticket Booth	3%**
T-21	Black Mastic	Green Room	3%**
T-26	A/C Duct Black Mastic	3 rd fl Scene Shop	3%**
T-30	12x12 Inch Yellow Tile	2 nd fl E/ Men’s Dressing Room	2%**
T-30	Black Mastic	2 nd fl E/ Men’s Dressing Room	3%**
T-36	Roofing Mastic Black	4 th fl Roof Area.	15%**

Bold values indicate ACM samples which exceed a greater than 1% test result.

* None Detected

** Chrysotile

*** Amosite

The main fire curtain in the theater was reported to have been previously tested and determined to contain Asbestos, therefore due to the difficulty moving the curtain it was not resampled.

All sample locations are noted on drawings attached herewith in Appendix C.

Table 1b: Positive Asbestos Test Results – Expo Hall.

SAMPLE NO.	SAMPLE DESCRIPTION	SAMPLE LOCATION	RESULTS
EXP-10	Popcorn Ceiling	Promenade Hall	<1% **
EXP-11	Textured Construction Material	Promenade Hall	<1% **
EXP-13	12"x12" (white) Tile W/ Black Mastic	Box Office	2% **
EXP-16	Asphalt Wall Sealant	Roof	8% **

Bold values indicate ACM samples which exceed a greater than 1% test result.

* None Detected

** Chrysotile

*** Amosite

All sample locations are noted on drawings attached herewith in Appendix C.

Table 1c: Positive Asbestos Test Results – Civic Center Arena.

SAMPLE NO.	SAMPLE DESCRIPTION	SAMPLE LOCATION	RESULTS
CC-1	9"x9" Tile (pink)	Room 15	5% **
CC-1	Black Mastic	Room 15	2% **
CC-2	9"x9" Tile (pink)	Men's Bathroom	5% **
CC-2	Black Mastic	Men's Bathroom	2% **
CC-5	Black Mastic	Room 14	2% **
CC-6	Black Mastic	Room 14	2% **
CC-7	Black Mastic	Room 14	2% **
CC-11	9"x9" Tile (pink) 2 nd layer under 12"x12"(white)	Hall By Security	5% **
CC-11	Black Mastic	Hall By Security	2% **
CC-12	Black Mastic	Break Room	2% **
CC-14	9"x9" Tile (pink)	Hall behind Security	5% **
CC-14	Black Mastic	Hall behind Security	2% **
CC-15	Black Mastic	East Hall 1 st fl.	2% **
CC-16	Black Mastic	East Hall 1 st fl.	2% **
CC-17	Black Mastic	East Hall 1 st fl.	2% **
CC-18	Black Mastic	East Hall 1 st fl.	2% **
CC-19	9"x9" Tile (pink)	Concession	5% **
CC-19	Black Mastic	Concession	2% **
CC-20	9"x9" Tile (White)	First Aid Room	3% **
CC-20	Black Mastic	First Aid Room	2% **
CC-23	Black Mastic	East Hallway	2% **

SAMPLE NO.	SAMPLE DESCRIPTION	SAMPLE LOCATION	RESULTS
CC-24	Black Mastic	East Hallway	2% **
CC-25	Black Mastic	East Hallway	2% **
CC-26	Black Mastic	East Hallway	2% **
CC-30	9"x9" Tile (pink)	Room Behind West Stairwell 1 st Fl	3% **
CC-31	9"x9" Tile (tan)	Room Behind West Stairwell 1 st Fl	3% **
CC-32	Black Mastic	Room Behind West Stairwell 1 st Fl	2% **
CC-33	Black Mastic	West Hallway	3% **
CC-34	12"x12" (black) Tile	West Hallway	2% **
CC-35	Black Mastic	West Hallway	3% **
CC-36	Black Mastic	West Hallway	3% **
CC-39	9"x9" Tile (pink)	West Hallway	5% **
CC-39	Black Mastic	West Hallway	2% **
CC-40	12"x12" (black) Tile	West Hallway	2% **
CC-41	Black Mastic	West Hallway	2% **
CC-42	Black Mastic	West Hallway	2% **
CC-43	Black Mastic	West Hallway	2% **
CC-46	9"x9" Tile (pink)	Arena Stage	5% **
CC-46	Black Mastic	Arena Stage	2% **
CC-53	Black Mastic	Hall By AA-JJ	2% **
CC-54	9"x9" Tile (pink)	Hall By AA-JJ	5% **
CC-54	Black Mastic	Hall By AA-JJ	2% **
CC-56	9"x9" Tile (pink)	2nd Floor Hallway	5% **
CC-56	Black Mastic	2nd Floor Hallway	2% **
CC-57	9"x9" Tile (pink)	2nd Floor Hallway	5% **
CC-57	Black Mastic	2nd Floor Hallway	2% **
CC-58	9"x9" Tile (pink)	2nd Floor Hallway	5% **
CC-58	Black Mastic	2nd Floor Hallway	2% **
CC-62	9"x9" Tile (pink)	Light Control Booth	5% **
CC-62	Black Mastic	Light Control Booth	2% **

Bold values indicate ACM samples which exceed a greater than 1% test result.

* None Detected

** Chrysotile

*** Amosite

All sample locations are noted on drawings attached herewith in Appendix C.

4.2 Limited Lead-Based Paint Survey

The U.S. EPA definition of LBP states that paint with lead levels equal to or exceeding 1.0 mg/cm² is an LBP and is considered a potential hazard. Sample readings indicated levels from 0.00 mg/cm² to 34.0 mg/cm². One hundred and three (103) of the Six hundred and thirty-one (631) readings taken resulted in readings above the 1.0 mg/cm² threshold indicating the presence of LBP and are to be considered hazardous materials. No readings taken in the Expo Hall were above the 1.0 mg/cm² threshold. 52 positive readings (above 1.0 mg/cm²) were taken in the Theater and 51 positive readings (above 1.0 mg/cm²) were taken in the Arena. Readings above 1.0 mg/cm² are presented in Table(s) 2a and 2b, below.

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

Table 2a: Positive LBP Results – Civic Center Theater.

SAMPLE NUMBER	SUBSTRATE	COMPONENT	LOCATION	COLOR	XRF READING mg/cm ²
33	Metal	Handrail	SW Stairwell 1 st floor	Grey	11.2
34	Metal	Handrail	SW Stairwell 1 st floor	Grey	13.6
35	Metal	Stringer	SW Stairwell 1 st floor	Grey	19.0
41	Metal	Pipe	Chiller Room	Yellow	1.5
48	Metal	Fire Pipe	Back Stage Area	Red	3.6
49	Metal	Fire Valve	Back Stage Area	Red	3.7
52	Metal	Rub Rails	Exterior Roll up Door	Yellow	3.2
53	Metal	Sliding Fire Door	Back Stage Area West	Grey	13.6
54	Metal	Fire Door Frame	Back Stage Area West	Grey	8.8
55	Metal	Wall Ladder	Back Stage Area West	Grey	11.7
64	Metal	Column	Stage NE	Grey	20.4
65	Metal	Sliding Fire Door	Stage NE	Grey	15.6
66	Metal	Fire Door Frame	Stage NE	Grey	8.3
67	Metal	Sliding Fire Door	Stage SE to Stairs	Grey	13.1
68	Metal	Fire Door Frame	Stage SE to Stairs	Grey	9.7
71	Metal	Handrail	SE Stairwell 2nd floor	Grey	8.9
72	Metal	Handrail	SE Stairwell 2nd floor	Grey	13.4
74	Metal	Stringer	SE Stairwell 2nd floor	Grey	15.0
98	Metal	Handrail	N Stairwell 2nd floor	Grey	16.1
101	Metal	Stringer	N Stairwell 2nd floor	Grey	11.8
102	Metal	Handrail	N Stairwell 3rd floor	Grey	11.6
104	Metal	Stringer	N Stairwell 3rd floor	Grey	21.0
113	Metal	Roof Ladder	N Stairwell 3rd floor	Grey	15.2
114	Metal	Roof Ladder	East 3 rd floor	Grey	21.6
115	Metal	Handrail	N Stairwell 3rd floor	Grey	4.2
117	Metal	Stringer	E Stairwell 3rd floor	Grey	11.2

Table 2a: Positive LBP Results – Civic Center Theater.

SAMPLE NUMBER	SUBSTRATE	COMPONENT	LOCATION	COLOR	XRF READING mg/cm
118	Metal	Door	E Stairwell 3rd floor	Grey	40.4
121	Metal	Wall Hangers	E Mechanical 3rd floor	Red	7.1
122	Metal	Fire Pipe	E Mechanical 3rd floor	Red	2.7
128	Metal	Handrail	E Stairwell 2nd floor	Grey	9.9
129	Metal	Stringer	E Stairwell 2nd floor	Grey	14.5
151	Metal	Column	Mechanical 1 st Floor	Red	22.8
152	Metal	Handrail	2nd floor Lobby/Lounge	Beige	9.0
189	Metal	Handrail	2nd floor Lobby/Lounge	Grey	6.1
190	Metal	Handrail	2nd floor Lobby/Lounge	Grey	9.3
191	Metal	Stringer	2nd floor Lobby/Lounge	Grey	15.2
192	Metal	Bracing	2nd floor Lobby/Lounge	White	10.4
195	Metal	Handrail	W Stairwell 2nd floor	Grey	16.1
196	Metal	Riser	W Stairwell 2nd floor	Grey	3.0
197	Metal	Stringer	W Stairwell 2nd floor	Grey	15.4
200	Metal	Handrail	W Stairwell 3rd floor	Grey	12.1
210	Metal	Ladder	4 th Floor to Roof	Grey	6.6
222	Metal	Handrail	W Stairwell 4th floor	Grey	16.4
223	Metal	Stringer	W Stairwell 4th floor	Grey	23.5
225	Metal	Ladder	Roof Access Ladder	Grey	8.6
226	Metal	Handrail	Catwalk	Red	11.6
227	Metal	Decking	Catwalk	Red	18.2
228	Metal	Beam	Catwalk	Orange	27.0
229	Metal	Girder	Catwalk	Orange	29.8
236	Metal	Structural Girder	Catwalk	Orange	6.9
241	Metal	Ext. Lamp Post	Exterior Front	Tan	2.2
242	Metal	Ext. Lamp Post	Exterior Front	Tan	1.8

Table 2b: Positive LBP Results – Civic Center Arena

SAMPLE NUMBER	SUBSTRATE	COMPONENT	LOCATION	COLOR	XRF READING mg/cm ²
Civic Center Arena First Floor Readings					
013	Metal	Stringer	Civic Ctr Main Hall East	Tan	18.0
077	Metal	Stringer	West Hall	Beige	14.9
Civic Center Arena Second Floor Readings					
056	Concrete	Steps/Stripes	Second Floor Seating	Yellow	1.3
057	Concrete	Steps/Stripes	Second Floor Seating	Yellow	2.1
058	Concrete	Steps/Stripes	Second Floor Seating	Yellow	1.7
059	Concrete	Steps/Stripes	Second Floor Seating	Yellow	0.9
060	Concrete	Steps/Stripes	Second Floor Seating	Yellow	2.3
061	Concrete	Steps/Stripes	Second Floor Seating	Yellow	2.5
081	Metal	Riser	Catwalk	Black	14.4
082	Metal	Handrail	Catwalk	Black	25.3
083	Metal	Stringer	Catwalk	Black	15.8
084	Metal	Beam	Catwalk	Black	23.7
085	Metal	Beam	Catwalk	Black	34.0
086	Metal	Decking	Catwalk	Black	22.2
087	Metal	Decking	Catwalk	Black	27.0
088	Metal	Girder	Catwalk	Black	27.2
089	Metal	Girder	Catwalk	Black	22.5
090	Metal	Girder	Catwalk	Black	22.3
091	Metal	Decking	Catwalk	Black	19.7
093	Metal	Lamp Post	Exterior East	Beige	1.5
099	Metal	Trolley Car Bumper	Gazebo	Red	3.0
102	Metal	Trolley Car Bumper	Gazebo	Red	1.5
105	Metal	Lamp Post	Exterior East	Beige	2.4
106	Metal	Stringer	Exterior East	Beige	1.6
107	Metal	Handrail	Exterior East	Beige	1.7
115	Metal	Stringer	West Main Lobby Stairwell	Black	12.3
116	Metal	Stringer	2 nd fl. West Main Lobby Stairwell	Black	15.8
117	Metal	Handrail	2 nd fl. West Lobby Stairwell	Grey	21.2
118	Metal	Roof Ladder	2 nd fl. West Lobby Stairwell	Grey	6.8
120	Metal	Stringer	1st fl. West Lobby Stairwell	Grey	26.0
121	Metal	Handrail	1st fl. West Lobby Stairwell	Grey	18.2
122	Metal	Stringer	1st fl. West Lobby Stairwell	Grey	11.8
124	Metal	Handrail	2 nd fl. Stairwell by Box 17	Grey	14.1
125	Metal	Stringer	2 nd fl. Stairwell by Box 17	Grey	10.8
127	Metal	Handrail	1st fl. Stairwell by Box 17	Grey	8.7
128	Metal	Stringer	1st fl. Stairwell by Box 17	Grey	14.1
130	Metal	Stringer	2 nd fl. Stairwell by JJ K KK	Grey	14.7
132	Metal	Stringer	1st fl. Stairwell by JJ K KK	Grey	7.8
135	Metal	Handrail	2 nd fl. Stairwell by Box 9	Grey	9.3
136	Metal	Stringer	2 nd fl. Stairwell by Box 9	Grey	11.7

Table 2b: Positive LBP Results – Civic Center Arena


SAMPLE NUMBER	SUBSTRATE	COMPONENT	LOCATION	COLOR	XRF READING mg/cm ²
Civic Center Arena Second Floor Readings					
138	Metal	Handrail	1st fl. Stairwell by Box 9	Grey	10.3
139	Metal	Stringer	1 st fl. Stairwell by Box 9	Grey	14.9
140	Metal	Riser	1 st fl. Stairwell by Box 9	Grey	6.2
141	Metal	Roof Ladder	2nd fl. Stairwell by Box 3	Grey	6.2
143	Metal	Handrail	2nd fl. Stairwell by Box 3	Grey	13.4
144	Metal	Stringer	1st fl. Stairwell by Box 3	Grey	10.6
146	Metal	Handrail	1st fl. Stairwell by Box 3	Grey	13.9
147	Metal	Stringer	1st fl. Stairwell by Box 3	Grey	11.7
149	Metal	Stringer	East Main Lobby Stairwell	Black	11.9
150	Metal	Stringer	East Main Lobby Stairwell	Black	15.9

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.
Senior Environmental Specialist


Cade Burgin, P.E.
Environmental Engineer

APPENDIX A

ASBESTOS CHAIN OF CUSTODY/LABORATORY DATA SHEETS

Asbestos Chain of Custody (Air, Bulk, Soil)

EMSL Analytical, Inc.
19501 NE 10th Ave. Sky Lake, FL



EMSL Order Number / Lab Use Only

172304627

North Miami Beach, FL 33179
PHONE: (305) 850-0577
EMAIL: miamilab@emsl.com

EMSL ANALYTICAL, INC.
LABORATORY PRODUCTS • TRAINING

If Bill-To is the same as Report-To leave this section blank. Third-party billing requires written authorization.

Customer Information	Customer ID:	Billing ID:
	Company Name: Thompson Engineering, Inc.	Company Name: Thompson Engineering, Inc.
	Contact Name: Ed Kryger	Billing Contact: Ed Kryger
	Street Address: 2970 Cottage Hill Road Suite 190	Street Address: 2970 Cottage Hill Road, Suite 190
	City, State, Zip: Mobile AL 36688 Country: US	City, State, Zip: Mobile AL 36606 Country: US
Phone: 251-404-2085	Phone: 251-666-2443	
Email(s) for Report: ekryger@thompsonengineering.com	Email(s) for Invoice:	

Project Information

Project Name/No: **2311010140** Purchase Order:

EMSL LIMS Project ID: (if applicable, EMSL will provide) US State where samples collected: **AL** State of Connecticut (CT) must select project location: Commercial (Taxable) Residential (Non-Taxable)

Sampled By Name: **Ed Kryger** Sampled By Signature: *[Signature]* No. of Samples in Shipment:

Turn-Around-Time (TAT)

3 Hour 4-4.5 Hour 6 Hour 24 Hour 32 Hour 48 Hour 72 Hour 96 Hour 1 Week 2 Week

TEM Air 3-6 Hour, please call ahead to schedule. 32 Hour TAT available for select tests only; samples must be submitted by 11:30 a.m.

Test Selection

PCM Air

NIOSH 7400
 NIOSH 7400 w/ 8hr. TWVA

PLM - Bulk (reporting limit)

PLM EPA 600/R-93/116 (<1%)
 PLM EPA NOB (<1%)
 POINT COUNT
 400 (<0.25%) 1,000 (<0.1%)
POINT COUNT w/ GRAVIMETRIC
 400 (<0.25%) 1,000 (<0.1%)
 NIOSH 9002 (<1%)
 NYS 198.1 (Friable - NY)
 NYS 198.6 NOB (Non-Friable - NY)
 NYS 198.8 (Vermiculite SM-V)

TEM - Air

AHERA 40 CFR, Part 763
 NIOSH 7402
 EPA Level II
 ISO 10312*

TEM - Bulk

TEM EPA NOB
 NYS NOB 198.4 (Non-Friable-NY)
 TEM EPA 600/R-93/116 w Milling Prep (0.1%)

TEM - Settled Dust

Microvac - ASTM D5765
 Wipe - ASTM D6480
 Qualitative via Filtration Prep
 Qualitative via Drop Mount Prep

Soil - Rock - Vermiculite (reporting limit)*

PLM EPA 600/R-93/116 with milling prep (<0.25%)
 PLM EPA 600/R-93/116 with milling prep (<0.1%)
 TEM EPA 600/R-93/116 with milling prep (<0.1%)
 TEM Qualitative via Filtration Prep
 TEM Qualitative via Drop Mount Prep

Other Test (please specify)

**Please call with your project-specific requirements.*

Positive Stop - Clearly Identified Homogeneous Areas (HA) Filter Pore Size (Air Samples) 0.8um 0.45um

Sample Number	Sample Location / Description	Volumes, Area or Homogeneous Area	Date / Time Sampled (Air Monitoring Only)
<i>See ATTACHED</i>			

Special Instructions and/or Regulatory Requirements (Sample Specifications, Processing Methods, Limits of Detection, etc.)

Method of Shipment: **FedEx** Sample Condition Upon Receipt: **RECEIVED**

Relinquished by: **Edward Kryger** Date/Time: **8/18/23** Received by: **[Signature]** Date/Time: **AUG 21 2023**

Relinquished by: **[Signature]** Date/Time: **[Signature]** Date/Time: **9:40am**

Controlled Document - COC-05 Asbestos R15 4/23/2021 AGREE TO ELECTRONIC SIGNATURE (By checking, I consent to signing this Chain of Custody document by electronic signature.)

EMSL Analytical, Inc.'s 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 by Customer.



EMSL ANALYTICAL, INC.
LABORATORY PRODUCTS TRAINING

Asbestos Chain of Custody (Air, Bulk, Soil)

EMSL Order Number / Lab Use Only

EMSL Analytical, Inc.
19501 NE 10th Ave. Sky Lake Ind. (FL)

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

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Special Instructions and/or Regulatory Requirements (Sample Specifications, Processing Methods, Limits of Detection, etc.)

1ST FLOOR

Sample Number	Sample Location / Description	Volume, Area or Homogeneous Area	Date / Time Sampled (Air Monitoring Only)
T-1	EAST ENTRY / Ceiling Tile (white) ^{2'x2'}	2'x2'	8/15/23 @ 0929
T-2	EAST Entry / PLASTER / SKIM COAT.		8/15/23
T-3	EAST Entry / Joint compound		8/15/23
T-4	EAST Entry / Drywall		8/15/23
T-5A	Stock Room / 9x9 Pink Tile + Black Mastic	Homogeneous	8/15/23
T-6	Vestibule / 12x12 light gray tile + Black Mastic		8/15/23
T-7	Lounge / Popcorn ceiling		8/15/23
T-8	CHECK ROOM / ^{2 layers} 12x12 Gray Tile + 9x9 Pink Tile w/ Black Mastic		8/15/23
T-9	CHECK ROOM / Baseboard Mastic (Brown)		8/15/23
T-10	Orchestra Floor / Joint Compound		8/15/23
T-11	Orchestra Floor / Dry Wall - sheetrock		8/15/23
T-12	Promenade / Plaster		8/15/23
T-13	Tickets / 12x12 Dark Gray tile w/ Black Mastic		8/15/23
T-14	Band Room / 12x12 White Ceiling Tile		8/15/23
T-5B	Band Room / 9x9 Pink Tile + Black Mastic		8/15/23
T-15	Band Room / Black ceiling Tile Mastic		8/15/23
T-16	Band Room / yellow ceiling tile Mastic		8/15/23
T-5C	East Corridor / 9x9 Pink Tile + Black Mastic		8/15/23
T-17	Band Room / Mottled white ceiling Tile		8/15/23
T-18	Stage / Floor Cover		8/15/23
T-19	EAST Pipe Space / Black Insulation		8/15/23
T-20	Green ROOM / Baseboard Mastic		8/15/23
T-21	Green ROOM / ^{Yellow carpet glue w/ Black Mastic mixture} Mastic Yellow carpet		8/15/23
T-5D	West Corridor / 9x9 Pink Tile + Black Mastic		8/15/23
T-22	Add-on Mech room / Pipe Wrap		8/15/23

Method of Shipment:		Sample Condition Upon Receipt:	
Relinquished by:	Date/Time:	Received by:	Date/Time:
Relinquished by:	Date/Time:	Received by:	Date/Time:

Controlled Document - COC-05 Asbestos R15 4/23/2021

AGREE TO ELECTRONIC SIGNATURE (By checking, I consent to signing this Chain of Custody document by electronic signature.)

EMSL Analytical, Inc.'s 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 by Customer.



EMSL ANALYTICAL, INC.
LABORATORY • PRODUCTS • TRAINING

Asbestos Chain of Custody (Air, Bulk, Soil)

EMSL Order Number / Lab Use Only

EMSL Analytical, Inc.
19501 NE 10th Ave. Sky Lake Ind. (FL)

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

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Special Instructions and/or Regulatory Requirements (Sample Specifications, Processing Methods, Limits of Detection, etc.)

Sample Number	Sample Location / Description	Volume, Area or Homogeneous Area	Date / Time Sampled (Air Monitoring Only)
T-23	Boiler Room / Pipe Wrap		8/15/23
T-24	Boiler Room / Pipe Wrap		8/15/23
T-25 T-5E	2 nd Floor - ^{West} Passage / 12' x 2' ^(EK) ceiling tile [←] 9" x 9" PINK TILE w/ mastic		8/16/23
T-26 T-25	2 nd Floor - ^(EK) Female Dressing Room / Plaster - West		8/16/23
T-26	3 rd Floor - Scenery Storage / A/C duct Black		8/16/23
T-27	3 rd Floor - Scenery Storage / Valve joint Compound		8/16/23
T-28	3 rd Floor - Scenery Storage / Black Pipe Insulation		8/16/23
T-29	3 rd Floor - Mech Room No. 1 / White A/C duct		8/16/23
T-30	2 nd Floor - Men's Dressing Room - 12' x 12' Yellow Floor Tiles		8/16/23
T-5F	2 nd Floor Men's Dressing Rm - 9x9 Pink Tile w/ Black mastic -		8/16/23
T-31	BEEBOARD MASTIC 2 nd FL. MEN'S DRESSING RM		8/16/23
T-32	PLASTER 2 nd FLOOR E. DRESSING ROOM.		8/16/23
T-33	2 nd FLOOR E MECH ROOM INSULATION		
T-5G	3 rd Floor Passage / 5x5 Pink Tile		↓
T-34	4 th Floor Plaster	4 th Floor	8/17
T-35	12x12 WHITE TILE w/ BLACK MASTIC	4 th Floor	
T-36	BLACK MASTIC ROOFING 4 th	1 st Level	
T-37	ROOFING MULTILAYER / INSULATION 4 th	1 st Level	
T-38	ROOFING MULTI LAYER / INSULATION 4 th	2 nd Level	
T-39	ROOF VENT FLASHING ASPHALT / INSULATION	2 nd Level	
T-40	12x12 WHITE TILE.	MECH ROOM 4 th	
T-41	BROWN MASTIC	MECH ROOM 4 th	↓

Method of Shipment:		Sample Condition Upon Receipt:	
Relinquished by:	Date/Time:	Received by:	Date/Time:
Relinquished by:	Date/Time:	Received by:	Date/Time:

Controlled Document - COC-05 Asbestos R16 4/23/2021

AGREE TO ELECTRONIC SIGNATURE (By checking, I consent to signing this Chain of Custody document by electronic signature.)

EMSL Analytical, Inc.'s 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 by Customer.



Asbestos Chain of Custody (Air, Bulk, Soil)

EMSL Order Number / Lab Use Only

EMSL Analytical, Inc.
19501 NE 10th Ave. Sky Lake, FL

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

EMSL ANALYTICAL, INC.
LABORATORY • PRODUCTS • TRAINING

172304687

If Bill-To is the same as Report-To leave this section blank. Third-party billing requires written authorization.

Customer Information	Customer ID:	Billing ID:
	Company Name: Thompson Engineering, Inc.	Company Name: Thompson Engineering, Inc.
	Contact Name: Ed Kryger	Billing Contact: Ed Kryger
	Street Address: 2970 Cottage Hill Road Suite 190	Street Address: 2970 Cottage Hill Road, Suite 190
	City, State, Zip: Mobile AL 36688 Country: US	City, State, Zip: Mobile AL 36606 Country: US
Phone: 251-665-5526	Phone: 251-665-5526	
Email(s) for Report: ekryger@thompsonengineering.com	Email(s) for Invoice:	

Project Information

Project Name/No: **23-1101-0140** Purchase Order:

EMSL LIMS Project ID: **Edward Kryger** US State where samples collected: **AL** State of Connecticut (CT) must select project location: Commercial (Taxable) Residential (Non-Taxable)

Sampled By Name: **Edward Kryger** Sampled By Signature: *[Signature]* No. of Samples in Shipment: **18**

Turn-Around-Time (TAT)

3 Hour 4-4.5 Hour 6 Hour 24 Hour 32 Hour 48 Hour 72 Hour 96 Hour 1 Week 2 Week

TEM Air 3-4 Hour, please call ahead to schedule. 32 Hour TAT available for select tests only; samples must be submitted by 11:30 am.

Test Selection

PCM Air

NIOSH 7400
 NIOSH 7400 w/ 8hr. TWA

PLM - Bulk (reporting limit)

PLM EPA 600/R-93/116 (<1%)
 PLM EPA NOB (<1%)
 POINT COUNT
 400 (<0.25%) 1,000 (<0.1%)
POINT COUNT w/ GRAVIMETRIC
 400 (<0.25%) 1,000 (<0.1%)
 NIOSH 9002 (<1%)
 NYS 198.1 (Friable - NY)
 NYS 198.6 NOB (Non-Friable - NY)
 NYS 198.8 (Vermiculite SM-V)

TEM - Air

AHERA 40 CFR, Part 763
 NIOSH 7402
 EPA Level II
 ISO 10312*

TEM - Bulk

TEM EPA NOB
 NYS NOB 198.4 (Non-Friable-NY)
 TEM EPA 600/R-93/116 w Milling Prep (0.1%)

TEM - Settled Dust

Microvac - ASTM D5755
 Wipe - ASTM D6480
 Qualitative via Filtration Prep
 Qualitative via Drop Mount Prep

Soil - Rock - Vermiculite (reporting limit)*

PLM EPA 600/R-93/116 with milling prep (<0.25%)
 PLM EPA 600/R-93/116 with milling prep (<0.1%)
 TEM EPA 600/R-93/116 with milling prep (<0.1%)
 TEM Qualitative via Filtration Prep
 TEM Qualitative via Drop Mount Prep

Other Test (please specify)

*Please call with your project-specific requirements.

Positive Stop - Clearly Identified Homogeneous Areas (HA) Filter Pore Size (Air Samples) 0.8um 0.45um

Sample Number	Sample Location / Description	Volume, Area or Homogeneous Area	Date / Time Sampled (Air Monitoring Only)
Exp-1	Dry wall	Main hall	8/21 ↓
Exp-2	Joint compound	Main hall	
Exp-3	12'x12' tile(white) w/mastic	Main hall	
Exp-4	Ceiling tile (white)	Main hall	
Exp-5	Dry wall	Main hall	
Exp-6	Joint compound	Main hall	
Exp-7	Baseboard mastic (brown)	Concession area	
Exp-8	2'x3' Ceiling tile (black)	Court room	

Special Instructions and/or Regulatory Requirements (Sample Specifications, Processing Methods, Limits of Detection, etc.)

Method of Shipment: **Fedex** Sample Condition Upon Receipt:

Relinquished by: **Edward Kryger** *[Signature]* Date/Time: **8/23/23 1800** Received by: **[Signature]** Date/Time: **AUG 24 2023 9:50am**

Relinquished by: Date/Time: Received by: Date/Time:

Controlled Document - COC-05 Asbestos R16 4/23/2021 AGREE TO ELECTRONIC SIGNATURE (By checking, I consent to signing this Chain of Custody document by electronic signature.)

EMSL Analytical, Inc.'s 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 by Customer.



EMSL ANALYTICAL, INC.
LABORATORY PRODUCTS TRAINING

Asbestos Chain of Custody (Air, Bulk, Soil)

EMSL Order Number / Lab Use Only

EMSL Analytical, Inc.
19501 NE 10th Ave. Sky Lake Ind. #4

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

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Special Instructions and/or Regulatory Requirements (Sample Specifications, Processing Methods, Limits of Detection, etc.)

Sample Number	Sample Location / Description	Volume, Area or Homogeneous Area	Date / Time Sampled (Air Monitoring Only)	
Exp-9	2'x3' Ceiling tile (white)	Concession area	8/21	
Exp-10	Popcorn ceiling	Promenade Hall	8/22	
Exp-11	Textured construction Material	Promenade Hall	↓	
Exp-12	Spray on Fireproofing	Mech. rm off promenade		
Exp-13	12'x12' tile (white) w/mastic	Box office		
Exp-14	Baseboard mastic (brown)	Box office		
Exp-15	Plaster ceiling w/skim coat	Promenade Hall		
Exp-16	Asphalt wall sealant	Roof 1st level		
Exp-17	Roofing asphalt	Roof 1st level		
Exp-18	Roofing asphalt	Roof 2nd level		

Method of Shipment: Fedex		Sample Condition Upon Receipt:	
Relinquished by: Edward Kryger <i>EKryger</i>	Date/Time: 8/23/23 1800	Received by:	Date/Time:
Relinquished by:	Date/Time:	Received by:	Date/Time:

Controlled Document - COC-06 Asbestos R16 4/23/2021 AGREE TO ELECTRONIC SIGNATURE (By checking, I consent to signing this Chain of Custody document by electronic signature)

EMSL Analytical, Inc.'s 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 by Customer.

Asbestos Chain of Custody (Air, Bulk, Soil)

EMSL Analytical, Inc.
200 Route 130 North



EMSL Order Number / Lab Use Only

172304936

Cinnaminson, NJ 08077
PHONE: 1-800-220-3675
EMAIL: c@emsl.com

EMSL ANALYTICAL, INC.
LABORATORY PRODUCTS - TRAINING

If Bill-To is the same as Report-To leave this section blank. Third-party billing requires written authorization.

Customer Information	Customer ID:	Billing ID:
	Company Name: Thompson Engineering, Inc.	Company Name: Thompson Engineering, Inc.
	Contact Name: Ed Kryger	Billing Contact: Ed Kryger
	Street Address: 2970 Cottage Hill Road Suite 190	Street Address: 2970 Cottage Hill Road, Suite 190
	City, State, Zip: Mobile AL 36606 Country: US	City, State, Zip: Mobile AL 36606 Country: US
Phone: 251-665-5526	Phone: 251-665-5526	
Email(s) for Report: ekryger@thompsonengineering.com	Email(s) for Invoice:	

Project Information

Project Name/No: 2311010140	Purchase Order:
EMSL LIMS Project ID: (If applicable, EMSL will provide)	US State where samples collected: AL
State of Connecticut (CT) must select project location: <input type="checkbox"/> Commercial (Taxable) <input type="checkbox"/> Residential (Non-Taxable)	
Sampled By Name: Edward Kryger	Sampled By Signature: <i>[Signature]</i>
No of Samples in Shipment: 29	

Turn-Around-Time (TAT)

3 Hour 4-4.5 Hour 6 Hour 24 Hour 32 Hour 48 Hour 72 Hour 86 Hour 1 Week 2 Week

TEM Air 3-6 Hour, please call ahead to schedule. 32 Hour TAT available for select tests only; samples must be submitted by 11:30 am.

Test Selection

PCM Air

NIOSH 7400
 NIOSH 7400 w/ 8hr. TWA
 PLM - Bulk (reporting limit)
 PLM EPA 600/R-93/116 (<1%)
 PLM EPA NOB (<1%)
 POINT COUNT
 400 (<0.25%) 1,000 (<0.1%)
 POINT COUNT w/ GRAVIMETRIC
 400 (<0.25%) 1,000 (<0.1%)
 NIOSH 9002 (<1%)
 NYS 198.1 (Friable - NY)
 NYS 198.6 NOB (Non-Friable - NY)
 NYS 198.8 (Vermiculite SM-V)

TEM - Air

AHERA 40 CFR, Part 763
 NIOSH 7402
 EPA Level II
 ISO 10312*

TEM - Bulk

TEM EPA NOB
 NYS NOB 198.4 (Non-Friable-NY)
 TEM EPA 600/R-93/116 w Milling Prep (0.1%)

TEM - Settled Dust

Microvac - ASTM D5755
 Wipe - ASTM D6480
 Qualitative via Filtration Prep
 Qualitative via Drop Mount Prep

Soil - Rock - Vermiculite (reporting limit)*

PLM EPA 600/R-93/116 with milling prep (<0.25%)
 PLM EPA 600/R-93/116 with milling prep (<0.1%)
 TEM EPA 600/R-93/116 with milling prep (<0.1%)
 TEM Qualitative via Filtration Prep
 TEM Qualitative via Drop Mount Prep

Other Test (please specify)

*Please call with your project-specific requirements.

Positive Step - Clearly Identified Homogeneous Areas (HA) Filter Pore Size (Air Samples) 0.8um 0.45um

Sample Number	Sample Location / Description	Volume, Area or Homogeneous Area	Date / Time Sampled (Air Monitoring Only)
<i>See sheet ATTACHED</i>			

Special Instructions and/or Regulatory Requirements (Sample Specifications, Processing Methods, Limits of Detection, etc.)

RECEIVED
SEP 08 2023

Method of Shipment: Fed ex	Sample Condition Upon Receipt: 0
Relinquished by: Edward Kryger <i>[Signature]</i>	Date/Time: 9/7/23
Relinquished by:	Date/Time:
Received by: <i>[Signature]</i>	Date/Time: 10/10/23
Received by: <i>[Signature]</i>	Date/Time:

Controlled Document - C0C-05 Asbestos R15 4/23/2021

AGREE TO ELECTRONIC SIGNATURE (By checking, I consent to signing this Chain of Custody document by electronic signature.)

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EMSL ANALYTICAL, INC.
LABORATORY PRODUCTS TRAINING

Asbestos Chain of Custody (Air, Bulk, Soil)

EMSL Order Number / Lab Use Only

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

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

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Special Instructions and/or Regulatory Requirements (Sample Specifications, Processing Methods, Limits of Detection, etc.)

Sample Number	Sample Location / Description	Volume, Area or Homogeneous Area	Date / Time Sampled (Air Monitoring Only)
CC-1	9X9 PINK TILE w/MASTIC	Room 15	8/22
CC-2	" " "	mens BATH ROOM	8/22
CC-3	Drywall	Room 15	8/22
CC-4	JOINT Compound	Room 15	8/22
CC-5	12X12 TILE w/MASTIC (Grey)	Room 14	8/22
CC-6	" " " (BLACK)	Room 14	8/22
CC-7	" " " (WHITE)	Room 14	8/22
CC-8	2'X2' ceiling tile WHITE	Room 16	9/1
CC-9	Drywall	HALL By 16	9/1
CC-10	JOINT Compound.	" "	9/1
CC-11	WHITE 12X12 w/yellow mastic PINK/BLK	HALL By security	9/1
CC-12	12X12 Grey	BREAK ROOM	
CC-13	12X12 BLACK	" "	
CC-14	9X9 PINK BLK/MASTIC	HALL ↓	
CC-15	12X12 Grey w/BLK MASTIC	EAST HALL 1ST	
CC-16	" BLACK	" " "	
CC-17	" TAN	" " "	
CC-18	" WHITE	" " "	
CC-19	9X9 PINK BLACK MASTIC	CONCESSION RM	
CC-20	9X9 WHITE w/BLK mastic	FIRST Aid ROOM	
CC-21	2'X2' ceiling tile WHITE	MEETING RM 3	
CC-22	Base Board SEALANT.	HALLWAY EAST.	
CC-23	12X12 Grey w/MASTIC	HALLWAY EAST	
CC-24	12X12 TAN w/MASTIC	" "	
CC-25	12X12 WHITE w/MASTIC	" "	

Method of Shipment:		Sample Condition Upon Receipt:	
Relinquished by:	Date/Time:	Received by:	Date/Time:
Relinquished by:	Date/Time:	Received by:	Date/Time:

Controlled Document - DOC-05 Asbestos R15 4/23/2021

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EMSL ANALYTICAL, INC.
LABORATORY PRODUCTS TRAINING

Asbestos Chain of Custody (Air, Bulk, Soil)

EMSL Order Number / Lab Use Only

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

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

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information.

Special Instructions and/or Regulatory Requirements (Sample Specifications, Processing Methods, Limits of Detection, etc.)

Sample Number	Sample Location / Description	Volume, Area or Homogeneous Area	Date / Time Sampled (Air Monitoring Only)
CC-26	12X12 Block w/mastic	HALLWAY EAST.	9/1 ↓
CC-27	Plaster / SKIN COAT	ENHALL By Room 1	
CC-28	Drywall	ROOM 4	
CC-29	JOINT compound.	" "	

<small>Method of Shipment:</small>		<small>Sample Condition Upon Receipt:</small>	
<small>Relinquished by:</small>	<small>Date/Time:</small>	<small>Received by:</small>	<small>Date/Time:</small>
<small>Relinquished by:</small>	<small>Date/Time:</small>	<small>Received by:</small>	<small>Date/Time:</small>

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Asbestos Chain of Custody (Air, Bulk, Soil)

EMSL Analytical, Inc.
200 Route 130 North



EMSL Order Number / Lab Use Only

M72305046

Cinnaminson, NJ 08077
PHONE: 1-800-220-3675
EMAIL: c@emsl.com

EMSL ANALYTICAL, INC.
LABORATORY PRODUCTS - TRADING

If Bill-To is the same as Report-To leave this section blank. Third-party billing requires written authorization.

Customer Information	Customer ID:	Billing ID:
	Company Name: Thompson Engineering, Inc.	Company Name: Thompson Engineering, Inc.
	Contact Name: Ed Kryger	Billing Contact: Ed Kryger
	Street Address: 2970 Cottage Hill Road Suite 190	Street Address: 2970 Cottage Hill Road, Suite 190
	City, State, Zip: Mobile AL 36606 Country: US	City, State, Zip: Mobile AL 36606 Country: US
Phone: 251-665-5526	Phone: 251-665-5526	
Email(s) for Report: ekryger@thompsonengineering.com	Email(s) for Invoice:	

Project Information

Project Name/No: 2311010140	Purchase Order:
EMSL LIMS Project ID: (If applicable, EMSL will provide)	US State where samples collected: AL
State of Connecticut (CT) must select project location: <input type="checkbox"/> Commercial (Taxable) <input type="checkbox"/> Residential (Non-Taxable)	No. of Samples in Shipment: 33
Sampled By Name: Edward Kryger	Sampled By Signature: <i>[Signature]</i>

Turn-Around-Time (TAT)

3 Hour
 4-4.5 Hour
 6 Hour
 24 Hour
 32 Hour
 48 Hour
 72 Hour
 96 Hour
 1 Week
 2 Week

TEM Air 3-6 Hour, please call ahead to schedule. 32 Hour TAT available for select tests only; samples must be submitted by 11:30 am.

Test Selection

<p>PCM Air</p> <p><input type="checkbox"/> NIOSH 7400</p> <p><input type="checkbox"/> NIOSH 7400 w/ 8hr. TWA</p> <p><input checked="" type="checkbox"/> PLM - Bulk (reporting limit)</p> <p><input checked="" type="checkbox"/> PLM EPA 600/R-93/116 (<1%)</p> <p><input type="checkbox"/> PLM EPA NOB (<1%)</p> <p><input type="checkbox"/> POINT COUNT</p> <p><input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1,000 (<0.1%)</p> <p>POINT COUNT w/ GRAVIMETRIC</p> <p><input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1,000 (<0.1%)</p> <p><input type="checkbox"/> NIOSH 9002 (<1%)</p> <p><input type="checkbox"/> NYS 198.1 (Friable - NY)</p> <p><input type="checkbox"/> NYS 198.6 NOB (Non-Friable - NY)</p> <p><input type="checkbox"/> NYS 198.8 (Vermiculite SM-V)</p>	<p>TEM - Air</p> <p><input type="checkbox"/> AHERA 40 CFR, Part 763</p> <p><input type="checkbox"/> NIOSH 7402</p> <p><input type="checkbox"/> EPA Level II</p> <p><input type="checkbox"/> ISO 10312*</p> <p>TEM - Bulk</p> <p><input type="checkbox"/> TEM EPA NOB</p> <p><input type="checkbox"/> NYS NOB 198.4 (Non-Friable-NY)</p> <p><input type="checkbox"/> TEM EPA 600/R-93/116 w Milling Prep (0.1%)</p>	<p>TEM - Settled Dust</p> <p><input type="checkbox"/> Microvac - ASTM D5755</p> <p><input type="checkbox"/> Wipe - ASTM D6480</p> <p><input type="checkbox"/> Qualitative via Filtration Prep</p> <p><input type="checkbox"/> Qualitative via Drop Mount Prep</p> <p>Soil - Rock - Vermiculite (reporting limit)*</p> <p><input type="checkbox"/> PLM EPA 600/R-93/116 with milling prep (<0.25%)</p> <p><input type="checkbox"/> PLM EPA 600/R-93/116 with milling prep (<0.1%)</p> <p><input type="checkbox"/> TEM EPA 600/R-93/116 with milling prep (<0.1%)</p> <p><input type="checkbox"/> TEM Qualitative via Filtration Prep</p> <p><input type="checkbox"/> TEM Qualitative via Drop Mount Prep</p>
---	--	--

Other Test (please specify)

*Please call with your project-specific requirements.

Positive Stop - Clearly Identified Homogeneous Areas (HA) Filter Pore Size (Air Samples) 0.8um 0.45um

Sample Number	Sample Location / Description	Volume, Area or Homogeneous Area	Date / Time Sampled (Air Monitoring Only)
See ATTACHED			

Special Instructions and/or Regulatory Requirements (Sample Specifications, Processing Methods, Limits of Detection, etc.)

Method of Shipment: Fedex	Sample Condition Upon Receipt:
Relinquished by: Edward Kryger <i>[Signature]</i> Date/Time: 9/12/23	Received by: <i>[Signature]</i> Date/Time: 9:35am
Relinquished by:	Received by:

Controlled Document - CDC-05 Asbestos R19 4/23/2021

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EMSL ANALYTICAL, INC.
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North Miami Beach, FL 33179
PHONE: (305) 650-0577
EMAIL: miamilab@emsl.com

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Special Instructions and/or Regulatory Requirements (Sample Specifications, Processing Methods, Limits of Detection, etc.)

Sample Number	Sample Location / Description	Volume, Area or Homogeneous Area	Date / Time Sampled (Air Monitoring Only)
CC-30	PINK 9x9" w/mastic	Room Behind stairs WEST	
CC-31	TAN 9x9" w/mastic	" "	
CC-32	WHITE 12"x12" w/mastic (2nd layer in Bulk)	" "	
CC-33	Grey 12"x12" w/mastic	WEST HALLWAY	
CC-34	Black " "	" "	
CC-35	TAN " "	" "	
CC-36	White tile wall	" "	
CC-37	Plaster	WEST HALL	
CC-38	PAGE Board MASTIC Black	MEETING ROOM?	
CC-39	9x9 PINK? w/mastic-	" "	
CC-40	Black 12x12 w/mastic	WEST HALL	
CC-41	Grey " "	" "	
CC-42	TAN " "	" "	
CC-43	White " "	" "	
CC-44	LT grey 12x12 w/mastic-	" "	
CC-45	ceiling tile 24"x24"	M. ROOM 12	
CC-46	9x9 PINK w/mastic-	STAGE AREA	
CC-47	12x12 PINK	GREEN ROOM HALL	
CC-48	12x12 PINK	EAST green room	
CC-49	24"x24" white ceiling tile	2nd Floor Admin.	9/11/23
CC-50	Dry wall	" " "	
CC-51	Joint compound.	2ND FLOOR	
CC-52	White Plaster/Skim coat	AA-JJ HALL. Lobby	
CC-53	12x12 white tile	AA-JJ HALL	
CC-54	9x9 PINK w/mastic-	" " "	

Method of Shipment:		Sample Condition Upon Receipt:	
Relinquished by:	Date/Time:	Received by:	Date/Time:
Relinquished by:	Date/Time:	Received by:	Date/Time:

Controlled Document - CDD-05 Asbestos R15 4/23/2021

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LABORATORY PRODUCTS TRAINING

Asbestos Chain of Custody (Air, Bulk, Soil)

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North Miami Beach, FL 33179
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Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Special Instructions and/or Regulatory Requirements (Sample Specifications, Processing Methods, Limits of Detection, etc.)

Sample Number	Sample Location / Description	Volume, Area or Homogeneous Area	Date / Time Sampled (Air Monitoring Only)
CC-55	BASEBOARD & MASTIC	2nd / ADMIN OFFICE	9/11
CC-56	9x9" PINK w/ BLACK MASTIC	2nd FLOOR PAHL	↓ ✓
CC-57	" " " "	" " "	
CC-58	" " " "	" " "	
CC-59	SPRAY INSULATION SOUND PROOF	3rd CAT WALK	
CC-60	" " "	3rd CAT WALK	
CC-61	CEILING TILE 24" X 24"	LIGHT BOOTH	
CC-62	9x9 Tile w/ mastic	" "	

Method of Shipment:		Sample Condition Upon Receipt:	
Relinquished by:	Date/Time:	Received by:	Date/Time:
Relinquished by:	Date/Time:	Received by:	Date/Time:

Controlled Document - COC-05 Asbestos R15 4/23/2021

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EMSL Analytical, Inc.

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Tel/Fax: (305) 650-0577 / (305) 650-0578

http://www.EMSL.com / miamilab@emsl.com

EMSL Order: 172304627

Customer ID: THOM50

Customer PO:

Project ID:

Attention: Ed Kryger
Thompson Engineering, Inc.
2970 Cottage Hill Road
Suite 190
Mobile, AL 36606

Phone: (251) 665-5526

Fax: (251) 665-5505

Received Date: 08/21/2023 9:40 AM

Analysis Date: 08/21/2023

Collected Date: 08/15/2023

Project: 2311010140

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos % Type
			% Fibrous	% Non-Fibrous	
T-1 172304627-0001	Ceiling Tile	Tan/White Fibrous Heterogeneous	60% Cellulose	40% Non-fibrous (Other)	None Detected
T-2-Skim Coat 172304627-0002	Plaster / Skim Coast	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
T-2-Base Coat 172304627-0002A	Plaster / Skim Coast	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
T-3 172304627-0003	Joint Compound	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
T-4 172304627-0004	Drywall	Brown/White Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
T-5A-Floor Tile 172304627-0005	Tile + Mastic	Pink Non-Fibrous Homogeneous		90% Non-fibrous (Other)	10% Chrysotile
T-5A-Mastic 172304627-0005A	Tile + Mastic	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
T-6-Floor Tile 172304627-0006	Tile + Mastic	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
T-6-Mastic 172304627-0006A	Tile + Mastic	Black Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
T-7 172304627-0007	Popcorn Ceiling	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
T-8-Floor Tile 172304627-0008	Tile + Tile w/ Mastic	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
T-8-Mastic 172304627-0008A	Tile + Tile w/ Mastic	Black Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
T-8-Floor Tile 172304627-0008B	Tile + Tile w/ Mastic	Pink Non-Fibrous Homogeneous		90% Non-fibrous (Other)	10% Chrysotile
T-8-Mastic 172304627-0008C	Tile + Tile w/ Mastic	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
T-9 172304627-0009	Baseboard Mastic	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
T-10 172304627-0010	Orchestra Floor / Joint Compound	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial report from: 08/22/2023 09:01:19



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Tel/Fax: (305) 650-0577 / (305) 650-0578

<http://www.EMSL.com> / miamilab@emsl.com

EMSL Order: 172304627
 Customer ID: THOM50
 Customer PO:
 Project ID:

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
T-11 172304627-0011	Orchestra Floor / Drywall - Sheetrock	Brown/White Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
T-12-Skim Coat 172304627-0012	Plaster	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
T-12-Base Coat 172304627-0012A	Plaster	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
T-13-Floor Tile 172304627-0013	Tile w/ Mastic	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
T-13-Mastic 172304627-0013A	Tile w/ Mastic	Black Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
T-14 172304627-0014	Ceiling Tile	Brown/White Fibrous Heterogeneous	98% Cellulose	2% Non-fibrous (Other)	None Detected
T-5B-Floor Tile 172304627-0015	Tile + Mastic				Positive Stop (Not Analyzed)
T-5B-Mastic 172304627-0015A	Tile + Mastic	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
T-15 172304627-0016	Ceiling Tile Mastic	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
T-16 172304627-0017	Ceiling Tile Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
T-5C-Floor Tile 172304627-0018	Tile + Mastic				Positive Stop (Not Analyzed)
T-5C-Mastic 172304627-0018A	Tile + Mastic	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
T-17 172304627-0019	Ceiling Tile	Gray/White Fibrous Heterogeneous	40% Cellulose 20% Glass	40% Non-fibrous (Other)	None Detected
T-18 172304627-0020	Floor Cover	Brown Fibrous Homogeneous	100% Cellulose		None Detected
T-19 172304627-0021	Pipe Space / Insulation	Black Fibrous Homogeneous	98% Cellulose	2% Non-fibrous (Other)	None Detected
T-20 172304627-0022	Baseboard Mastic	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
T-21-Glue 172304627-0023	Carpet Glue w/ Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
T-21-Mastic 172304627-0023A	Carpet Glue w/ Mastic	Black Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
T-5D-Floor Tile 172304627-0024	Tile + Mastic				Positive Stop (Not Analyzed)

Initial report from: 08/22/2023 09:01:19



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<http://www.EMSL.com> / miamilab@emsl.com

EMSL Order: 172304627

Customer ID: THOM50

Customer PO:

Project ID:

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos % Type
			% Fibrous	% Non-Fibrous	
T-5D-Mastic <small>172304627-0024A</small>	Tile + Mastic	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
T-22 <small>172304627-0025</small>	Pipe Wrap	White Non-Fibrous Homogeneous	10% Glass	90% Non-fibrous (Other)	None Detected
T-23 <small>172304627-0026</small>	Pipe Wrap	White Non-Fibrous Homogeneous	10% Glass	90% Non-fibrous (Other)	None Detected
T-24 <small>172304627-0027</small>	Pipe Wrap	White Non-Fibrous Homogeneous	10% Glass	90% Non-fibrous (Other)	None Detected
T-5E-Floor Tile <small>172304627-0028</small>	Tile w/ Mastic				Positive Stop (Not Analyzed)
T-5E-Mastic <small>172304627-0028A</small>	Tile w/ Mastic	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
T-25 <small>172304627-0029</small>	Plaster	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
T-26 <small>172304627-0030</small>	A/C Duct	Black Fibrous Heterogeneous	25% Glass	72% Non-fibrous (Other)	3% Chrysotile
T-27 <small>172304627-0031</small>	Joint Compound	White Fibrous Heterogeneous	30% Cellulose 3% Glass	67% Non-fibrous (Other)	None Detected
T-28 <small>172304627-0032</small>	Pipe Insulation	Black Fibrous Heterogeneous	5% Glass	95% Non-fibrous (Other)	None Detected
T-29 <small>172304627-0033</small>	A/C Duct	White Non-Fibrous Homogeneous	5% Glass 15% Wollastonite	80% Non-fibrous (Other)	None Detected
T-30-Floor Tile <small>172304627-0034</small>	Floor Tiles	Yellow Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
T-30-Mastic <small>172304627-0034A</small>	Floor Tiles	Black Non-Fibrous Heterogeneous		97% Non-fibrous (Other)	3% Chrysotile
T-5F-Floor Tile <small>172304627-0035</small>	Tile w/ Mastic				Positive Stop (Not Analyzed)
T-5F-Mastic <small>172304627-0035A</small>	Tile w/ Mastic	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
T-31 <small>172304627-0036</small>	Baseboard Mastic	Brown/Beige Fibrous Heterogeneous	<1% Synthetic	100% Non-fibrous (Other)	None Detected
T-32-Skim Coat <small>172304627-0037</small>	Plaster	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
T-32-Base Coat <small>172304627-0037A</small>	Plaster	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
T-33 <small>172304627-0038</small>	Insulation	Black Fibrous Homogeneous	90% Cellulose	10% Non-fibrous (Other)	None Detected

Initial report from: 08/22/2023 09:01:19



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EMSL Order: 172304627
Customer ID: THOM50
Customer PO:
Project ID:

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos % Type
			% Fibrous	% Non-Fibrous	
T-5G-Floor Tile	Tile				Positive Stop (Not Analyzed)
172304627-0039					
T-5G-Mastic	Tile	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
172304627-0039A					
T-34-Skim Coat	Plaster	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
172304627-0040					
T-34-Base Coat	Plaster	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
172304627-0040A					
T-35-Floor Tile	Tile w/ Mastic	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
172304627-0041					
T-35-Mastic	Tile w/ Mastic	Brown/Black Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
172304627-0041A					
T-36	Mastic Roofing	Black Fibrous Homogeneous	5% Glass	80% Non-fibrous (Other)	15% Chrysotile
172304627-0042					
T-37	Roofing Multi layer / Insulation	Brown/Black Fibrous Heterogeneous	25% Cellulose 5% Glass	70% Non-fibrous (Other)	None Detected
172304627-0043					
T-38	Roofing Multi layer / Insulation	Brown/Black Fibrous Heterogeneous	15% Cellulose 15% Synthetic	70% Non-fibrous (Other)	None Detected
172304627-0044					
T-39	Roof Vent Flashing Asphalt / Insulation	Brown/Black Fibrous Heterogeneous	15% Cellulose 15% Synthetic 10% Glass	60% Non-fibrous (Other)	None Detected
172304627-0045					
T-40	Tile	White/Yellow Fibrous Heterogeneous	90% Glass	10% Non-fibrous (Other)	None Detected
172304627-0046					
T-41	Mastic	Brown Non-Fibrous Homogeneous	10% Glass	90% Non-fibrous (Other)	None Detected
172304627-0047					

Analyst(s)

Derick Jiron (24)
Kim Wallace (36)

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: 08/22/2023 09:01:19



EMSL Analytical, Inc.

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EMSL Order: 172304687
Customer ID: THOM50
Customer PO:
Project ID:

Attention: Ed Kryger
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Project: 23-1101-0140

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Received Date: 08/24/2023 9:50 AM
Analysis Date: 08/24/2023 - 08/25/2023
Collected Date: 08/21/2023

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
Exp-1 172304687-0001	Drywall	Brown/White Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
Exp-2 172304687-0002	Joint Compound	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
Exp-3-Floor Tile 172304687-0003	Tile w/ Mastic	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
Exp-3-Mastic 172304687-0003A	Tile w/ Mastic	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
Exp-4 172304687-0004	Ceiling Tile	Tan/White Fibrous Heterogeneous	20% Cellulose 40% Glass	40% Non-fibrous (Other)	None Detected
Exp-5-Drywall 172304687-0005	Drywall	Brown/White Fibrous Heterogeneous	10% Cellulose <1% Glass	90% Non-fibrous (Other)	None Detected
Exp-5-Joint Compound 172304687-0005A	Drywall	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
Exp-6 172304687-0006	Joint Compound	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
Exp-7 172304687-0007	Baseboard Mastic	Beige Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
Exp-8 172304687-0008	Ceiling Tile	Tan/Black Fibrous Heterogeneous	30% Cellulose 30% Glass	40% Non-fibrous (Other)	None Detected
Exp-9 172304687-0009	Ceiling Tile	Tan/White Fibrous Heterogeneous	60% Cellulose	40% Non-fibrous (Other)	None Detected
Exp-10 172304687-0010	Popcorn Ceiling	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	<1% Chrysotile
Exp-11 172304687-0011	Textured Construction Material	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	<1% Chrysotile
Exp-12 172304687-0012	Spray on Fireproofing	Red Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
Exp-13-Floor Tile 172304687-0013	Tile w/ Mastic	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
Exp-13-Mastic 172304687-0013A	Tile w/ Mastic	Black Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile

Initial report from: 08/25/2023 09:42:58



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Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos % Type
			% Fibrous	% Non-Fibrous	
Exp-14 172304687-0014	Baseboard Mastic	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
Exp-15-Skim Coat 172304687-0015	Plaster Ceiling w/ Skim Coat	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
Exp-15-Base Coat 172304687-0015A	Plaster Ceiling w/ Skim Coat	Beige Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
Exp-16 172304687-0016	Asphalt Wall Sealant	Black Fibrous Heterogeneous	15% Glass	77% Non-fibrous (Other)	8% Chrysotile
Exp-17 172304687-0017	Roofing Asphalt	Black Fibrous Heterogeneous	5% Synthetic 10% Glass	85% Non-fibrous (Other)	None Detected
Exp-18 172304687-0018	Roofing Asphalt	Black Fibrous Heterogeneous	10% Cellulose 10% Glass	80% Non-fibrous (Other)	None Detected

Analyst(s)

Alexander Pena (22)

Kimberly Wallace, Laboratory Manager
or Other Approved Signatory

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

Initial report from: 08/25/2023 09:42:58



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Received Date: 09/08/2023 10:10 AM

Analysis Date: 09/08/2023 - 09/11/2023

Collected Date: 08/22/2023

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos % Type
			% Fibrous	% Non-Fibrous	
CC-1-Floor Tile 172304936-0001	Tile w/ Mastic	Pink Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
CC-1-Mastic 172304936-0001A	Tile w/ Mastic	Black Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
CC-1-Mastic 2 172304936-0001B	Tile w/ Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
CC-2-Floor Tile 172304936-0002	Tile w/ Mastic	Pink Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
CC-2-Mastic 172304936-0002A	Tile w/ Mastic	Black Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
CC-2-Mastic 2 172304936-0002B	Tile w/ Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
CC-3 172304936-0003	Drywall Joint Compound	Brown/White Fibrous Heterogeneous	10% Cellulose <1% Glass	90% Non-fibrous (Other)	None Detected
CC-4 172304936-0004	Drywall Joint Compound	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
CC-5-Floor Tile 172304936-0005	Tile w/ Mastic	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
CC-5-Mastic 172304936-0005A	Tile w/ Mastic	Black Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
CC-6-Floor Tile 172304936-0006	Tile w/ Mastic	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
CC-6-Mastic 172304936-0006A	Tile w/ Mastic	Black Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
CC-7-Floor Tile 172304936-0007	Tile w/ Mastic	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
CC-7-Mastic 172304936-0007A	Tile w/ Mastic	Black Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
CC-8 172304936-0008	Ceiling Tile	Tan/White Fibrous Heterogeneous	50% Cellulose 10% Glass	40% Non-fibrous (Other)	None Detected
CC-9 172304936-0009	Drywall Joint Compound	Brown/White Fibrous Heterogeneous	10% Cellulose <1% Glass	90% Non-fibrous (Other)	None Detected

Report amended: 09/18/2023 13:53:17 Replaces initial report from: 09/11/2023 11:22:31 Reason Code: Client-Change to Sample ID #24 color 11 1 & 2 laye



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EMSL Order: 172304936

Customer ID: THOM50

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Project ID:

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos % Type
			% Fibrous	% Non-Fibrous	
CC-10 <small>172304936-0010</small>	Drywall Joint Compound	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
CC-11-Vinyl Floor Tile 2nd Layer <small>172304936-0011</small>	9x9 w/ Mastic	Pink Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
CC-11-Mastic <small>172304936-0011A</small>	9x9 w/ Mastic	Black Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
CC-11-Vinyl Floor Tile 1st Layer <small>172304936-0011B</small>	12x12 w/ Mastic	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
CC-11-Mastic <small>172304936-0011C</small>	12x12 w/ Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
CC-12-Floor Tile <small>172304936-0012</small>	12x12 w/ Mastic	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
CC-12-Mastic <small>172304936-0012A</small>	12x12 w/ Mastic	Black Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
CC-13-Floor Tile <small>172304936-0013</small>	12x12 w/ Mastic	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
CC-13-Mastic <small>172304936-0013A</small>	12x12 w/ Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
CC-14-Floor Tile <small>172304936-0014</small>	9x9 w/ Mastic	Pink Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
CC-14-Mastic <small>172304936-0014A</small>	9x9 w/ Mastic	Black Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
CC-15-Floor Tile <small>172304936-0015</small>	12x12 w/ Mastic	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
CC-15-Mastic <small>172304936-0015A</small>	12x12 w/ Mastic	Black Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
CC-16-Floor Tile <small>172304936-0016</small>	12x12 w/ Mastic	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
CC-16-Mastic <small>172304936-0016A</small>	12x12 w/ Mastic	Black Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
CC-17-Floor Tile <small>172304936-0017</small>	12x12 w/ Mastic	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
CC-17-Mastic <small>172304936-0017A</small>	12x12 w/ Mastic	Black Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
CC-18-Floor Tile <small>172304936-0018</small>	12x12 w/ Mastic	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Report amended: 09/18/2023 13:53:17 Replaces initial report from: 09/11/2023 11:22:31 Reason Code: Client-Change to Sample ID #24 color 11 1 & 2 layer



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EMSL Order: 172304936

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Project ID:

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
CC-18-Mastic 172304936-0018A	12x12 w/ Mastic	Black Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
CC-19-Floor Tile 172304936-0019	9x9 w/ Mastic	Pink Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
CC-19-Mastic 172304936-0019A	9x9 w/ Mastic	Black Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
CC-20-Floor Tile 172304936-0020	9x9 w/ Mastic	White Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
CC-20-Mastic 172304936-0020A	9x9 w/ Mastic	Black Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
CC-21 172304936-0021	Ceiling Tile	Tan/White Fibrous Heterogeneous	60% Cellulose	40% Non-fibrous (Other)	None Detected
CC-22 172304936-0022	Baseboard Sealant	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
CC-23-Floor Tile 172304936-0023	12x12 w/ Mastic	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
CC-23-Mastic 172304936-0023A	12x12 w/ Mastic	Black Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
CC-24-Floor Tile 172304936-0024	12x12 w/ Mastic	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
CC-24-Mastic 172304936-0024A	12x12 w/ Mastic	Black Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
CC-25-Floor Tile 172304936-0025	12x12 w/ Mastic	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
CC-25-Mastic 172304936-0025A	12x12 w/ Mastic	Black Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
CC-26-Floor Tile 172304936-0026	12x12 w/ Mastic	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
CC-26-Mastic 172304936-0026A	12x12 w/ Mastic	Black Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
CC-27-Plaster 172304936-0027	Plaster / Skim Coat	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
CC-27-Skim Coat 172304936-0027A	Plaster / Skim Coat	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
CC-28 172304936-0028	Drywall Joint Compound	Brown/White Non-Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
CC-29 172304936-0029	Drywall Joint Compound	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Report amended: 09/18/2023 13:53:17 Replaces initial report from: 09/11/2023 11:22:31 Reason Code: Client-Change to Sample ID #24 color 11 1 & 2 laye



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Analyst(s)

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Mary Hamel (8)

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Received Date: 09/13/2023 9:35 AM

Analysis Date: 09/13/2023 - 09/14/2023

Collected Date: 09/11/2023

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
CC-30-Floor Tile 172305046-0001	Floor Tile w/Mastic	Pink Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
CC-30-Mastic 172305046-0001A	Mastic				Insufficient Material
CC-31-Floor Tile 172305046-0002	Floor Tile w/Mastic	Tan Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
CC-31-Mastic 172305046-0002A	Floor Tile w/Mastic				Insufficient Material
CC-32-Floor Tile 172305046-0003	Floor Tile w/Mastic	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
CC-32-Mastic 172305046-0003A	Floor Tile w/Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
CC-32-Floor Tile 172305046-0003B	Floor Tile w/Mastic	Black Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
CC-32-Mastic 172305046-0003C	Floor Tile w/Mastic	Black Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
CC-33-Floor Tile 172305046-0004	Floor Tile w/Mastic	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
CC-33-Mastic 172305046-0004A	Floor Tile w/Mastic	Black Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
CC-34-Floor Tile 172305046-0005	Floor Tile w/Mastic	Black Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
CC-34-Mastic 172305046-0005A	Floor Tile w/Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
CC-35-Floor Tile 172305046-0006	Floor Tile w/Mastic	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
CC-35-Mastic 172305046-0006A	Floor Tile w/Mastic	Black Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
CC-36-Floor Tile 172305046-0007	Floor Tile w/Mastic	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
CC-36-Mastic 172305046-0007A	Floor Tile w/Mastic	Black Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile

Initial report from: 09/14/2023 09:23:46



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Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos % Type
			% Fibrous	% Non-Fibrous	
CC-37-Skim Coat <small>172305046-0008</small>	Plaster	Tan/White Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
CC-37-Base Coat <small>172305046-0008A</small>	Plaster	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
CC-38 <small>172305046-0009</small>	Base Board Mastic	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
CC-39-Floor Tile <small>172305046-0010</small>	Floor Tile w/Mastic	Pink Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
CC-39-Mastic <small>172305046-0010A</small>	Floor Tile w/Mastic	Black Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
CC-40-Floor Tile <small>172305046-0011</small>	Floor Tile w/Mastic	Black Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
CC-40-Mastic <small>172305046-0011A</small>	Floor Tile w/Mastic	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
CC-41-Floor Tile <small>172305046-0012</small>	Floor Tile w/Mastic	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
CC-41-Mastic <small>172305046-0012A</small>	Floor Tile w/Mastic	Black Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
CC-42-Floor Tile <small>172305046-0013</small>	Floor Tile w/Mastic	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
CC-42-Mastic <small>172305046-0013A</small>	Floor Tile w/Mastic	Black Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
CC-43-Floor Tile <small>172305046-0014</small>	Floor Tile w/Mastic	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
CC-43-Mastic <small>172305046-0014A</small>	Floor Tile w/Mastic	Black Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
CC-44-Floor Tile <small>172305046-0015</small>	Floor Tile w/Mastic	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
CC-44-Mastic <small>172305046-0015A</small>	Floor Tile w/Mastic	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
CC-45 <small>172305046-0016</small>	Ceiling Tile	Tan/White Fibrous Heterogeneous	60% Cellulose	40% Non-fibrous (Other)	None Detected
CC-46-Floor Tile <small>172305046-0017</small>	Floor Tile w/Mastic	Pink Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
CC-46-Mastic <small>172305046-0017A</small>	Floor Tile w/Mastic	Black Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
CC-47-Floor Tile <small>172305046-0018</small>	Floor Tile w/Mastic	Pink Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial report from: 09/14/2023 09:23:46



EMSL Analytical, Inc.

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Tel/Fax: (305) 650-0577 / (305) 650-0578

<http://www.EMSL.com> / miamilab@emsl.com

EMSL Order: 172305046

Customer ID: THOM50

Customer PO:

Project ID:

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos % Type
			% Fibrous	% Non-Fibrous	
CC-47-Mastic <small>172305046-0018A</small>	Floor Tile w/Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
CC-48-Floor Tile <small>172305046-0019</small>	Floor Tile w/Mastic	Pink Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
CC-48-Mastic <small>172305046-0019A</small>	Floor Tile w/Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
CC-49 <small>172305046-0020</small>	Ceiling Tile	Gray/White Fibrous Heterogeneous	2% Cellulose 80% Glass	18% Non-fibrous (Other)	None Detected
CC-50 <small>172305046-0021</small>	Drywall Joint Compound	Brown/White Fibrous Heterogeneous	10% Cellulose <1% Glass	90% Non-fibrous (Other)	None Detected
CC-51 <small>172305046-0022</small>	Drywall Joint Compound	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
CC-52-Skim Coat <small>172305046-0023</small>	Plaster / Skim Coat	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
CC-52-Plaster <small>172305046-0023A</small>	Plaster / Skim Coat	White Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
CC-53-Floor Tile <small>172305046-0024</small>	Tile	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
CC-53-Mastic <small>172305046-0024A</small>	Tile	Black Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
CC-54-Floor Tile <small>172305046-0025</small>	Floor Tile w/Mastic	Pink Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
CC-54-Mastic <small>172305046-0025A</small>	Floor Tile w/Mastic	Black Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
CC-55 <small>172305046-0026</small>	Baseboard Mastic	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
CC-56-Floor Tile <small>172305046-0027</small>	Floor Tile w/Mastic	Pink Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
CC-56-Mastic <small>172305046-0027A</small>	Floor Tile w/Mastic	Black Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
CC-57-Floor Tile <small>172305046-0028</small>	Floor Tile w/Mastic	Pink Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
CC-57-Mastic <small>172305046-0028A</small>	Floor Tile w/Mastic	Black Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
CC-58-Floor Tile <small>172305046-0029</small>	Floor Tile w/Mastic	Pink Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
CC-58-Mastic <small>172305046-0029A</small>	Floor Tile w/Mastic	Black Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile

Initial report from: 09/14/2023 09:23:46



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Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
CC-59 <i>172305046-0030</i>	Spray Insulation Sound Proof	Black Fibrous Homogeneous	90% Cellulose	10% Non-fibrous (Other)	None Detected
CC-60 <i>172305046-0031</i>	Spray Insulation Sound Proof	Black Fibrous Homogeneous	90% Cellulose	10% Non-fibrous (Other)	None Detected
CC-61 <i>172305046-0032</i>	Ceiling Tile	Gray/White Fibrous Heterogeneous	2% Cellulose 80% Glass	18% Non-fibrous (Other)	None Detected
CC-62-Floor Tile <i>172305046-0033</i>	Tile w/ Mastic	Pink Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
CC-62-Mastic <i>172305046-0033A</i>	Tile w/ Mastic	Black Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile

Analyst(s)

Kim Wallace (57)

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: 09/14/2023 09:23:46

APPENDIX B

LBP TESTING DATA SHEETS/CALIBRATION SHEETS

LEAD-BASED PAINT - FIELD DATA SHEET

Site: City of Mobile

Date: August 2023

Job No.: 23-1101-0140

CIVIC THEATER

XRF Operator: Ed Kryger

SAMPLE NUMBER	SUBSTRATE	COMPONENT	LOCATION	COLOR	XRF READING mg/cm ²
001	Metal	Door	WEST EXT. DOOR 2	Black	0.1
002	METAL	Door frame	WEST EXT. DOOR 2	Black	0.6
003	Wood	Door	1st Green Room	Black	0.0
004	Metal	Door frame	1st Green Room	Black	0.4
005	CMU	Wall	Green Room N	Beige	0.0
006	↓	↓	" " W	"	0.1
007	↓	↓	" " W	"	0.0
008	↓	↓	" " W	"	0.1
009	↓	↓	" " W	"	0.1
010	↓	↓	" " S	"	0.2
011	↓	↓	" " S	"	0.0
012	↓	↓	" " S	"	0.1
013	↓	↓	" " E	"	0.2
014	↓	↓	" " E	"	0.1
015	↓	↓	" " E	"	0.2
016	↓	↓	" " E	"	0.0
017	Wood Metal	GR to West Cor Door	GR to W Corridor	Beige	0.1
018	Metal	Door frame	" "	"	0.5
019	CMU	Wall	Corridor	Beige	0.0
020	↓	↓	↓	↓	0.0
021	↓	↓	↓	↓	0.0
022	↓	↓	↓	↓	0.1
023	↓	↓	↓	↓	0.0
024	↓	↓	Dressing Room	Beige	0.2
025	↓	↓	↓	↓	0.2
026	Metal	Door	Dressing Room 9	↓	0.2
027	Metal	Door frame	↓	↓	0.5
028	CMU	Wall	Dressing Room 5	↓	0.1
029	CMU	Wall	Dressing Room 5	↓	0.2
030	Metal	Pipe	West Corridor - Fire Pipe	Red	0.1
031	Metal	Door	Stage Door West	Black	0.1
032	Metal	Door frame	↓	Black	0.6
033	↓	Hand Rail	Stairwell Handrail	Gray	11.2
034	↓	Hand Rail	↓	↓	13.6
035	↓	Stringer	SW - Stringer	↓	19.0
036	↓	Riser	SW - Riser	↓	0.5
037	↓	Door	SW - Ext Door	↓	0.2
038	↓	Door frame	↓	↓	0.5
039	CMU	Wall	SW - West Stage	Beige	0.0
040	↓	↓	↓	↓	0.1
041	Metal	Pipe	Chilling Room	Yellow	1.5
042	↓	Pipe coupling	"	Black	0.3
043	↓	Door	Chilling Room Boiler Room	Gray	0.0
044	↓	Door frame	↓	↓	0.2
045	↓	Ext. Door	Boiler Room	↓	0.2

LEAD-BASED PAINT - FIELD DATA SHEET

Site: City of Mobile

Date: August 2023

Job No.: 23-1101-0140

CIVIC THEATRE

XRF Operator: Ed Kryger

SAMPLE NUMBER	SUBSTRATE	COMPONENT	LOCATION	COLOR	XRF READING mg/cm ²
046	↓	Door frame Ext	↓	↓	0.6
047	CMU	Column Base	Chill/ty Room	Red	0.3
048	Metal	Pipe - Fire Protection	Back Stage	Red	3.6
049	Metal	Fire Prot. - Valve	↓	Red	3.7
050	Metal	Door	↓	Gray	0.1
051	Metal	Door frame	↓	↓	0.2
052	Metal	Exterior Yellow Rubrail	Exterior b/h backstage	Yellow	3.2
053	↓	Sliding Door	Stage - West side	Gray	13.6
054	↓	Door frame	↓	↓	8.8
055	Metal	Wall ladder	↓	↓	11.7
056	Metal	Pull Rack	Stage - West wall	Blue	0.1
057	↓	↓	↓	↓	0.2
058	↓	↓	↓	↓	0.1
059	↓	↓	↓	↓	0.1
060	↓	↓	↓	↓	0.2
061	Metal	Pipe - Fire	Stage SW	Red	0.1
062	Metal	I-beam/column	Stage NW	Blue	0.2
063	↓	↓	↓	↓	0.3
064	Metal	Column support	Stage NE	Gray	20.4
065	↓	Sliding Door	↓	↓	15.6
066	↓	frame	↓	↓	8.3
067	↓	Door Sliding Door	Stage SE to stairs	↓	13.1
068	↓	Sliding Door frame	↓	↓	9.7
069	↓	Door	Stairwell 2	↓	0.2
070	↓	Door frame	↓	↓	0.4
071	↓	Handrail	↓	↓	8.9
072	↓	↓	↓	↓	13.4
073	↓	Riser	↓	↓	0.5
074	↓	Stinner	↓	↓	15.0
075	↓	Ext Door	↓	↓	0.0
076	↓	Ext. Door frame	↓	↓	0.5
077	CMU	Wall	↓	N	0.2
078	↓	↓	↓	↓	0.1
079	↓	↓	↓	↓	0.2
080	↓	↓	↓	↓	0.1
081	↓	Wall	↓	W Brick	0.2
082	↓	↓	↓	S	0.1
083	↓	↓	↓	↓	0.0
084	↓	↓	2nd Floor - West Passage	↓	—
085	Metal	Door	stair to Passage	Bigge	0.2
086	↓	Door frame	↓	↓	0.3
087	CMU	Door frame Wall	Passage - West (E)	↓	0.1
088	↓	Door frame	Female Dressing Rm	↓	0.0
089	↓	Door frame	↓	S	0.0
090	↓	↓	↓	W	0.0
091	↓	↓	↓	↓	0.1

8/16/23 →

LEAD-BASED PAINT - FIELD DATA SHEET

Site: City of Mobile

Date: August 2023

Job No.: 23-1101-0140

CIVIC THEATER

XRF Operator: Ed Kryger

SAMPLE NUMBER	SUBSTRATE	COMPONENT	LOCATION	COLOR	XRF READING mg/cm ²
092	↓	↓	↓	↓	0.0
093	Metal	Door Ext	Female Dressing Rm	↓	0.2
094	↓	Door frame	↓	↓	0.5
095	Wood	Mirror frame	Female Dressing Rm	↓	0.1
096	↓	↓	↓	↓	0.1
097	↓	↓	↓	↓	0.1
098	Metal	Stairwell - 2nd FL	Handrail	Beige Gray	16.1
099	↓	Red Fire Pipe	2 nd FL Passage	Red	0.1
100	↓	Riser	Stairwell 2 nd Floor	Beige Gray	0.5
101	↓	Stringer	↓	↓	11.8
102	↓	Handrail	Stairwell 3 rd FL	Beige Gray	11.6
103	↓	Riser	↓	↓	0.5
104	↓	Stringer	↓	↓	21.0
105	CMU	Wall	2 nd FL Stairwell	Beige	0.0
106	↓	↓	↓	↓	0.1
107	↓	↓	↓	↓	0.1
108	↓	↓	↓	↓	0.0
109	Metal	Door	3 rd FL Stairwell	Gray	0.3
110	↓	Door frame	↓	↓	0.3
111	↓	Pipe - Fire Pipe	3 rd Floor Mech. Stairs	Red	0.1
112	↓	Valve - Fire Pipe	↓	↓	0.2
113	↓	Roof ladder	3 rd FL Stairwell	Gray	15.2
114	Metal	Roof ladder	EAST 3 rd FL Stairwell	Gray	21.6
115	↓	Handrail	↓	↓	4.2
116	↓	Riser	↓	↓	0.5
117	↓	Stringer	↓	↓	11.2
118	Metal	Door	↓	↓	10.5
119	↓	Door frame	↓	↓	0.6
120	CMU	Wall	3 rd Floor to 2 nd FL	Beige	0.0
121	↓	Wall Hangers	Stairwell 3 rd FL Mech Rm	Red	7.1
122	Metal	Fire - Pipe	3 rd FL Mech Rm 2	Red	2.7
123	CMU	Wall	2 nd Floor Stairwell	Beige	0.0
124	↓	↓	↓	↓	0.4
125	↓	↓	↓	↓	0.3
126	↓	↓	↓	↓	0.0
127	↓	↓	↓	↓	0.1
128	Metal	Stair Handrail	2 nd Floor Stairwell (E)	Gray	9.9
129	↓	Stringer	↓	↓	14.5
130	↓	Riser	↓	↓	0.4
131	↓	Fire Pipe	2 nd FL Passage	Red	0.1
132	↓	Door	2 nd FL Stairs to Mens DR	Gray	0.1
133	↓	Door frame	↓	Gray	0.7
134	CMU	Wall	Mens Dressing Rm (S)	Beige	0.0
135	↓	↓	↓	↓	0.1
136	↓	↓	↓	↓	0.1
137	↓	↓	↓	↓	0.1
138	Wood	Wood frame	↓	↓	0.2
139	CMU	Wall	Corridor (E) 1 st FL	Beige	0.0
140	↓	↓	↓	↓	0.1
141	↓	↓	↓	↓	0.

LEAD-BASED PAINT - FIELD DATA SHEET

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SAMPLE NUMBER	SUBSTRATE	COMPONENT	LOCATION	COLOR	XRF READING mg/cm ²
142		Wall	Corridor		0.0
143		Door	Dressing Rm	↓	0.1
144	Sheet Rock	Door Frame			0.5
145	Sheet Rock	Sheet Rock Wall	Band Rm	↓	0.1
146	Sheet Rock	↓			0.8
147	CMU	Wall	Band Rm	↓	0.0
148	↓		↓		0.1
149	Metal	Ext. Door	Vestibule	Black	0.1
150	↓	Ext Doorframe	↓	↓	0.0
151	metal	Column/Born	meat Rm	Red	22.8
152		Handrail	Band room to Orchest	Blue	9.0
153		Door	Orchestra	Black	0.1
154		Door frame			0.2
155		Rail	↓		0.0
156		Wall Rail/Rail	↓		0.3
157	Wood	Wall	Audience/orchestra FL	↓	0.0
158	↓	↓			0.1
159	Plaster	Wall	↓	Dk Gray	6.0
160			↓	↓	0.1
161			↓	↓	0.2
162			↓	↓	6.2
163			↓	↓	0.0
164	Wood	Wall	↓	Blue	0.1
165			↓	↓	0.1
166			↓	↓	0.1
167			↓	↓	0.0
168			↓	↓	0.2
169	Metal	Door	Orchestra FL to Lobby	Black	0.1
170	↓	Door frame	↓	↓	0.2
171	Metal	Column	Lobby	Black Blue	0.1
172	Metal	Wall		↓	0.1
173	Sheet Rock	Wall			
174			↓	↓	0.1
175			↓	↓	0.0
176			↓	Gray	0.2
177			↓	↓	0.1
178			↓	↓	0.0
179	Metal	Door	2nd FL lobby to	Gray	0.4
180	↓	Door Frame	Promenade	↓	0.3
181	Plaster	Wall	2nd FL Promenade	Gray	0.1
182			↓	↓	0.2
183			↓	↓	0.2
184	Sheet Rock		↓	Blue	0.0
185			↓	↓	0.0
186			↓	↓	0.0
187	Plaster	Wall	2nd Fl Lobby	Gray	0.6
188		↓	↓	↓	0.2
189	Metal	Handrail	2nd FL lobby to	Gray	6.1
190		Stringer	Lounge	↓	4.3
191		Stringer	↓	↓	15.2
192		Bracing (BRACING)	↓	White	10.4

LEAD-BASED PAINT - FIELD DATA SHEET

Site: City of Mobile

Date: August 2023

Job No.: 23-1101-0140

CIVIC THEATER

XRF Operator: Ed Kryger

SAMPLE NUMBER	SUBSTRATE	COMPONENT	LOCATION	COLOR	XRF READING mg/cm ²
193	Concrete	Floor	2nd Floor Stairwell	Coraly	0.1
194	↓	↓	↓	↓	0.2
195	Metal	HR Rail	-	↓	16.1
196	↓	Riser	↓	↓	3.2
197	↓	Stringer	↓	↓	15.4
198	CMU	Walls	2nd FL to 3rd FL	↓	0.1
199	↓	" "	" "	↓	0.3
200	↓	HR	2nd Top FL Stairwell	↓	22.1
201	CMU	Wall	4TH FLOOR	Pink	0.0
202	↓	↓	↓	↓	0.1
203	↓	↓	↓	↓	0.2
204	↓	↓	↓	↓	0.1
205	↓	↓	↓	green	0.1
206	↓	↓	↓	↓	0.0
207	↓	↓	↓	↓	0.2
208	Metal	Door	Mech Room	Pink	0.5
209	metal	Door Frame	↓	↓	0.3
210	metal	Ladder	4TH Floor Roof	Grey	6.6
211	metal	Door	Sound Booth	Brown	0.3
212	metal	Door Frame	" "	↓	0.4
213	CMU	Wall	↓	↓	0.0
214	↓	↓	↓	↓	0.1
215	↓	↓	↓	↓	0.0
216	↓	↓	↓	↓	0.2
217	↓	↓	↓	↓	0.1
218	CMU	Base Board Wall	HALL WAY	Black	0.1
219	" "	" "	" "	↓	0.0
220	Metal	Door	Mech Room	green	0.2
221	" "	Door Frame	" "	" "	0.2
222	↓	Hand Rail	West Stairwell 4th	gray	16.4
223	↓	Stringer	↓	↓	23.5
224	↓	Riser	↓	↓	0.6
225	metal	Ladder	Roof Access Ladder	gray	8.6
226	↓	Rail	Attic Walkway	Red	11.6
227	↓	Decking	↓	Red	18.2
228	↓	Beam	↓	Orange	27.0
229	↓	Girder	↓	↓	29.8
230	↓	Rail	Catwalk	Brown	0.2
231	↓	Stringer	Catwalk	↓	0.1
232	↓	Tread	" "	↓	0.3
233	↓	Hand Rail	↓	White	0.1
234	↓	Baffle Girder	↓	Brown	0.1
235	↓	Hand Rail	↓	White	0.0
236	↓	Structural girder	↓	Orange	6.9
237	CC	Aud. Floor	Auditorium	gray	0.9
238	CC	" "	↓	↓	0.0
239	↓	" "	↓	↓	0.1
240	↓	" "	↓	↓	0.2
241	metal	Lamp Post	Exterior Front	TAN	2.2
242	↓	" "	↓	" "	1.8
243	↓	Hand Rail	↓	↓	0.1

LEAD-BASED PAINT - FIELD DATA SHEET

Site: City of Mobile

Date: August 2023

Job No.: 23-1101-0140

Civic Theater.

XRF Operator: Ed Kryger

SAMPLE NUMBER	SUBSTRATE	COMPONENT	LOCATION	COLOR	XRF READING mg/cm ²
244	Metal	Mud Rail	ext. FBH	TAN	0.2
245	CC	Column	" "	TAN	0.1
246	CC	"	" "	TAN	0.0
247	CC	DOORJAM	" "	YELLOW	0.3
248					
249					
250					
251					
252					

SAMPLE NUMBER	SUBSTRATE	COMPONENT	LOCATION	COLOR	XRF READING mg/cm ²
253					
254					
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LEAD-BASED PAINT - FIELD DATA SHEET

Site: City of Mobile Civic Ctr.

Date: August 2023

Job No.: 23-1101-0140

EXP HALL

XRF Operator: Ed Kryger

SAMPLE NUMBER	SUBSTRATE	COMPONENT	LOCATION	COLOR	XRF READING mg/cm ²
001	Drywall	WALL	main hall	Beige	0.00
002	↓	↓	↓	↓	0.10
003	↓	↓	↓	↓	0.20
004	↓	↓	↓	↓	0.1
005	↓	↓	↓	↓	0.1
006	↓	↓	↓	↓	0.3
007	↓	↓	↓	↓	0.1
008	↓	↓	↓	↓	0.0
009	↓	↓	↓	gray	0.2
010	↓	↓	↓	↓	0.2
011	↓	↓	↓	↓	0.1
012	↓	↓	↓	↓	0.1
013	↓	↓	↓	↓	0.0
014	↓	↓	↓	↓	0.3
015	metal	Door	Ext. Box office	Beige	0.1
016	metal	Door frame	" "	"	0.0
017	CMU	WALL	↓	Red	0.2
018	↓	↓	↓	Red	0.1
019	↓	↓	↓	Red	0.3
020	↓	↓	↓	Red	0.2
021	CMU	WALL	Ext. Box office lobby	Beige	0.1
022	↓	↓	↓	↓	0.2
023	↓	↓	↓	↓	0.0
024	↓	↓	↓	↓	0.1
025	↓	↓	↓	↓	0.3
026	metal	Door	Court Room	Beige	0.2
027	metal	Door frame	" "	"	0.3
028	Drywall		↓	White	0.1
029	↓		↓	↓	0.0
030	↓		↓	↓	0.1
031	↓		↓	↓	0.2
032	↓		↓	↓	0.1
033	↓		↓	↓	0.1
034	↓		↓	↓	0.0
035	metal	Stringer	↓	Black	0.0
036	"	Hand rail	↓	↓	0.1
037	"	Tread/Riser	↓	↓	0.1
038	6x12 Brick	WALL	West Hallway	Beige	0.1
039	↓	↓	↓	↓	0.1
040	↓	↓	↓	↓	0.1
041	↓	↓	↓	↓	0.0
042	↓	↓	↓	↓	0.2
043	↓	↓	↓	↓	0.1
044	metal	Door	↓	gray	0.2
045	"	Door frame	↓	↓	0.3

LEAD-BASED PAINT - FIELD DATA SHEET

Site: City of Mobile Civic Ctr.

Date: August 2023

Job No.: 23-1101-0140

Expo Hall

XRF Operator: Ed Kryger

SAMPLE NUMBER	SUBSTRATE	COMPONENT	LOCATION	COLOR	XRF READING mg/cm ²
046	6x12 Brick	WALL	Promenade	Beige	0.1
047	↓	↓	Promenade	↓	0.1
048	↓	↓	↓	↓	0.3
049	↓	↓	↓	↓	0.1
050	↓	↓	↓	↓	0.3
051	↓	↓	↓	↓	0.1
052	↓	↓	↓	↓	0.2
053	↓	↓	↓	↓	0.3
054	metal	DOOR	check ramp	Beige	0.2
055	metal	DOOR FRAME	↓	↓	0.3
056	cmu	WALL	BOX OFFICE	Beige	0.1
057	↓	↓	↓	↓	0.0
058	↓	↓	↓	↓	0.1
059	↓	↓	↓	↓	0.1
060	↓	↓	↓	↓	0.2
061	Plaster	ceiling	MAIN ENTRANCE	White	0.0
062	↓	↓	↓	↓	0.1
063	↓	↓	↓	↓	0.1
064	↓	↓	↓	↓	0.0
065	6x12 Brick	WALL	↓	Beige	0.2
066	↓	↓	↓	↓	0.2
067	↓	↓	↓	↓	0.1
068	↓	↓	↓	↓	0.3
069	↓	↓	↓	↓	0.2
070	↓	↓	↓	↓	0.3
071	↓	↓	↓	↓	0.1
072	↓	↓	↓	↓	0.3
073	↓	↓	↓	↓	0.2
074					
075					
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LEAD-BASED PAINT - FIELD DATA SHEET

Site: City of Mobile Civic Ctr.

CCenter

Date: August 2023

Job No.: 23-1101-0140

1ST Floor

XRF Operator: Ed Kryger

SAMPLE NUMBER	SUBSTRATE	COMPONENT	LOCATION	COLOR	XRF READING mg/cm ²
001	METAL	DOOR	CC MAIN HALL E	Grey	0.1
002	↓	DOOR FRAME		Green	0.1
003	BRICK	(6X12) WALL		Tan	0.1
004		↓			0.1
005					0.3
006					0.3
007					0.2
008					0.1
009					0.1
010					0.6
011	METAL	DOOR FRAME		E Grey	0.3
012	Roll up D Met	Roll up Door		E Green	0.1
013	METAL	STRINGER		N TAN	18.0
014	METAL	Riser		N TAN	0.4
015	BRICK	WALL		N TAN	0.2
016	↓	↓			0.1
017					0.1
018					0.4
019					0.1
020					0.3
021	METAL	DOOR	Storage Room		0.3
022	METAL	DOOR FRAME	" "		0.5
023	BRICK	WALL	MENS BATH	Beige	0.3
024	↓	↓		Brown	0.1
025				Beige	0.2
026				Brown	0.1
027	METAL	COLUMN	E Hallway N	Red	0.0
028	↓	DOOR	First Aid	TAN	0.1
029	↓	DOOR FRAME	↓	TAN	0.6
030	CMU	WALL	MEETING RM 1	Beige	0.1
031	↓				0.1
032					0.2
033			MEETING RM 2		0.3
034					0.4
035					0.1
036	METAL	DOOR	MEETING RM 3	grey	
037	↓	DOOR FRAME		grey	0.6
038	CMU	WALL		Beige	0.1
039	↓				0.1
040					0.1
041			MEETING RM 4		0.1
042					0.1
043					0.2
044					0.1
045	↓	↓			0.2

LEAD-BASED PAINT - FIELD DATA SHEET

Site: City of Mobile Civic Ctr.
 Job No.: 23-1101-0140

1ST FL

Date: August 2023
 XRF Operator: Ed Kryger

SAMPLE NUMBER	SUBSTRATE	COMPONENT	LOCATION	COLOR	XRF READING mg/cm ²
046	CMU	WALL	meeting room 5	Beige	0.3
047	↓	↓	↓	↓	0.0
048	↓	↓	↓	↓	0.1
049	↓	↓	meeting room 6	↓	0.1
050	↓	↓	↓	↓	0.2
051	↓	↓	↓	↓	0.1
052	↓	DOOR	M. Room 6	gray	0.1
053	↓	DOOR FRAME	↓	↓	0.6
054	Brick	6x12 WALL	HALL way Behind security	Beige	0.2
055	↓	↓	↓	↓	0.0
056	↓	↓	↓	↓	0.3
057	Dry wall	WALL	↓	Beige	0.1
058	↓	↓	↓	Tan	0.2
059	↓	↓	↓	Beige	0.2
060	↓	↓	↓	Tan	0.3
061	↓	↓	Break Room	Green	0.2
062	↓	↓	↓	↓	0.1
063	metal	EXT. DOOR	↓	Beige	0.1
064	↓	DOOR FRAME	↓	↓	0.6
065	Brick	6x12 BRICK WALL	EAST HALL Exit.	gray	0.2
066	↓	↓	↓	↓	0.2
067	↓	↓	↓	↓	0.2
068	Brick	6x12 B. WALL	WEST HALL	Tan	0.0
069	↓	↓	↓	↓	0.4
070	↓	↓	↓	↓	0.1
071	↓	↓	↓	↓	0.3
072	↓	↓	↓	↓	0.1
073	↓	↓	↓	Brown	0.3
074	↓	↓	↓	↓	0.1
075	↓	↓	↓	↓	0.1
076	↓	↓	↓	↓	0.0
077	metal	Stairs	↓	Beige	14.9
078	↓	Riser	↓	↓	0.5
079	↓	Door	↓	gray	0.1
080	↓	Door Frame	↓	↓	0.1
081	CMU	WALL	M. Room 12	Beige	0.3
082	↓	↓	↓	↓	0.0
083	↓	↓	↓	↓	0.1
084	↓	↓	M Room 11	↓	0.1
085	↓	↓	↓	↓	0.1
086	↓	↓	M	↓	0.2
087	↓	↓	M Room 10	↓	0.0
088	↓	↓	↓	↓	0.1
089	↓	↓	↓	↓	0.1
090	metal	Door	"	gray	0.0
091	"	Door Frame	"	↓	0.2

LEAD-BASED PAINT - FIELD DATA SHEET

Site: City of Mobile Civic Ctr.

Date: August 2023

Job No.: 23-1101-0140

1ST FL.

XRF Operator: Ed Kryger

SAMPLE NUMBER	SUBSTRATE	COMPONENT	LOCATION	COLOR	XRF READING mg/cm ²
092	CMU	WALL	meeting room 7	Beige	0.2
093			" "		0.1
094			" "		0.3
095			" "		0.0
096			MEETING ROOM 8		0.3
097			" "		0.1
098			" "		0.3
099			meeting room 9		0.0
100			" "		0.2
101			" "		0.1
102	6X12 BRICK	WALL	GREEN ROOM 10	Beige	0.2
103					0.2
104					0.1
105					0.0
106					0.2
107	Phyton	WALL	Dressing Room	TAN	0.4
108					0.0
109					0.2
110					0.1
111			2. " "		0.1
112					0.2
113					0.1
114					0.0
115			3. " "		0.3
116					0.1
117					0.1
118					0.0
119			4		0.3
120					0.2
121					0.1
122			5		0.1
123					0.0
124					0.2
125			6		0.1
126					0.1
127					0.1
128			7		0.0
129					0.2
130	METAL	FLOOR			0.1
131	METAL	DOOR FRAME		grey	0.2
132	6X12 BRICK	WALL	BACKSTAGE HAL	TAN	0.5
133					0.3
134					0.1
135					0.1
136					0.2
137					0.1
138				BROWN	0.3
139					0.3
140					0.4
141					0.1

LEAD-BASED PAINT - FIELD DATA SHEET

Site: City of Mobile Civic Ctr.

Date: August 2023

Job No.: 23-1101-0140

1ST FL.

XRF Operator: Ed Kryger

SAMPLE NUMBER	SUBSTRATE	COMPONENT	LOCATION	COLOR	XRF READING mg/cm ²
142	METAL	EXT. DOOR FRAME	BACK STAGE EXT.	Black	0.1
143	METAL	EXT. DOOR FRAME		Black	0.2
144	Drywall	WALL		TAN	0.1
145					0.3
146					0.3
147	WOOD	WAINSCOTT			0.3
148					0.0
149					0.1
150	CC	FLOOR		yellow	0.0
151	CC	FLOOR STRIP		grey	0.1
152	CC BRICK	WALL (DECORATIVE)	MAIN HALL CTR	grey	0.0
153					0.3
154					0.1
155					0.1
156					0.1
157					0.2
158					0.0
159	8 X 6 BRICK	WALL BRICK		grey	0.1
160					0.3
161					0.3
162					0.1
163					0.0
164					0.2
165					0.2
166	<hr/>				
167	CC	wall	MAIN HALL CTR	Beige	0.3
168					0.1
169					0.0
170					0.1
171					0.0
172					
173					
174					
175					
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LEAD-BASED PAINT - FIELD DATA SHEET

Site: City of Mobile Civic Ctr.

Date: August 2023

Job No.: 23-1101-0140

*CCWA
2nd Floor -*

XRF Operator: Ed Kryger

SAMPLE NUMBER	SUBSTRATE	COMPONENT	LOCATION	COLOR	XRF READING mg/cm ²
001	Drywall	wall	ADMIN'S OFFICE	Blue/gray	0.1
002	↓	↓	↓	↓	0.0
003	↓	↓	↓	↓	0.2
004	↓	↓	↓	↓	0.1
005	↓	↓	↓	↓	0.0
006	↓	↓	↓	↓	0.2
007	lead metal	DOOR	*	white	0.0
008	metal	DOOR FRAME	*	white	0.3
009	6x12 Brick	WALL	2nd WEST	TAN	0.4
010	↓	↓	↓	↓	0.3
011	↓	↓	↓	↓	0.1
012	↓	↓	↓	↓	0.2
013	↓	↓	↓	↓	0.3
014	↓	↓	↓	↓	0.4
015	↓	↓	↓	Beige	0.5
016	↓	↓	↓	↓	0.3
017	↓	↓	↓	↓	0.2
018	↓	↓	↓	↓	0.1
019	metal	DOOR	↓	TAN	0.2
020	metal	DOOR FRAME	↓	TAN	0.3
021	6x12 Brick	WALL	↓	Red	0.4
022	↓	↓	↓	↓	0.3
023	↓	↓	↓	↓	0.2
024	↓	↓	↓	↓	0.4
025	↓	↓	↓	↓	0.4
026	↓	↓	↓	↓	0.3
027	metal	DOOR	↓	gray	0.1
028	"	DOOR FRAME	↓	gray	0.4
029	6x12 Brick	WALL	2nd HALL EAST	TAN	0.3
030	↓	↓	↓	↓	0.4
031	↓	↓	↓	↓	0.1
032	↓	↓	↓	↓	0.3
033	↓	↓	↓	↓	0.2
034	↓	↓	↓	↓	0.4
035	↓	↓	↓	↓	0.4
036	↓	↓	↓	↓	0.3
037	↓	WALL	↓	Beige	0.2
038	↓	↓	↓	↓	0.4
039	↓	↓	↓	↓	0.0
040	↓	↓	↓	↓	0.3
041	↓	↓	↓	Red	0.4
042	↓	↓	↓	↓	0.3
043	↓	↓	↓	↓	0.2
044	↓	↓	↓	↓	0.4
045	↓	↓	↓	↓	0.3

LEAD-BASED PAINT - FIELD DATA SHEET

Site: City of Mobile Civic Ctr.

Date: August 2023

Job No.: 23-1101-0140

2nd

XRF Operator: Ed Kryger

SAMPLE NUMBER	SUBSTRATE	COMPONENT	LOCATION	COLOR	XRF READING mg/cm ²
046	METAL	DOOR	2ND HALL EAST.	gray	0.4
047	METAL	DOOR FRAME	"	"	0.3
048	CC.	FLOOR	2ND SEATING.	gray	0.2
049	↓	↓	↓	↓	0.3
050	↓	↓	↓	↓	0.3
051	↓	↓	↓	↓	0.2
052	↓	↓	↓	↓	0.1
053	↓	↓	↓	↓	0.3
054	↓	↓	↓	↓	0.2
055	↓	↓	↓	↓	0.3
056	CC	FLOOR STRIPE	2ND SEATING.	Floz. Yell	1.3
057	↓	STEPS	↓	↓	2.1
058	↓	↓	↓	↓	1.7
059	↓	↓	↓	↓	0.9
060	↓	↓	↓	↓	2.3
061	↓	↓	↓	↓	2.5
062	CC	WALL	2ND FLOOR CTR	Brk.	0.3
063	↓	↓	↓	↓	0.3
064	↓	↓	↓	↓	0.3
065	↓	↓	↓	↓	0.2
066	↓	↓	↓	↓	0.3
067	↓	↓	↓	↓	0.4
068	↓	↓	↓	↓	0.4
069	↓	↓	↓	↓	0.4
070	↓	↓	↓	open	0.3
071	↓	↓	↓	↓	0.4
072	↓	↓	↓	↓	0.2
073	↓	↓	↓	↓	0.3
074	↓	↓	↓	↓	0.3
075	↓	↓	↓	↓	0.4
076	CC BLOCK CONCRETE	DECORATE WALL	2ND FLOOR CTR EAST	gray	0.3
077	↓	X BLOCK	↓	↓	0.4
078	↓	↓	↓	↓	0.3
079	↓	↓	↓	↓	0.2
080	↓	↓	↓	↓	0.4
081	METAL	RISER	CAT WALK	Black	14.4
082	↓	HAND RAIL	↓	↓	25.3
083	↓	STRINGER	↓	↓	15.8
084	↓	BEAM	↓	↓	23.7
085	↓	BEAM	↓	↓	34.0
086	↓	DECK JOG	↓	↓	22.2
087	↓	DECK JOG	↓	↓	27.0
088	↓	GINDER	↓	↓	27.2
089	↓	"	↓	↓	27.5
090	↓	"	↓	↓	22.3
091	↓	DECKING	↓	↓	19.7

LEAD-BASED PAINT - FIELD DATA SHEET

Site: City of Mobile Civic Ctr.

Date: August 2023

Job No.: 23-1101-0140

2nd-

XRF Operator: Ed Kryger

6

SAMPLE NUMBER	SUBSTRATE	COMPONENT	LOCATION	COLOR	XRF READING mg/cm ²
092	METAL	Hand Rail.	BY THEATER - EXT.	Beige	0.1
093		Lamp Post	BY THEATER - EXT.	Beige	1.5
094		Door			0.1
095		Door Frame			0.5
096		column.	GAZEBO		0.1
097		COLUMN			
098		RAIL.			0.1
099		Trolley Case		Red	3.0
100	WOOD	" "		Yellow	0.1
101	"	Window		Red	0.1
102	Metal	Bumper		Red	1.5
103	CC	Plow		White	0.1
104	"	"		"	0.1
105	Metal	Lamp Post	EAST EXT.	Beige	2.4
106		Stringer	Stair		1.6
107		Hand Rail			1.7
108		Decorative Column			0.3
109			CIVICCTR.		
110	Metal	Hand Rail	SOUTH EXT.	Beige	0.1
111					0.1
112			WEST Expo.	Black	0.1
113					0.2
114					0.5
115	Metal	Stringer	W/ LOBBY Stairwell	Black	12.3
116		"	W/2nd "	"	15.8
117		Hand Rail	W/2nd stairwell	gray	21.2
118		Hand Rail	W/2nd Roof ladder	"	6.8
119		Riser	W/2nd Stairwell		0.0
120		Stringer	W/1st Stairwell		26.0
121		H. Rail			13.2
122		Stringer			11.8
123		Riser			0.1
124		H Rail	2nd SW By Box 17		14.1
125		Stringer			10.8
126		Riser			0.1
127		H Rail	1st.		8.7
128		Stringer			14.1
129		Riser			0.2
130		Stringer	2nd By JJKKK	14.7	14.7
131		Stringer	2nd Riser		0.1
132		Stringer	1st "		7.2
133		Riser	1st "		0.1
134		Fireline	STOREROOM By Box 12	Red	0.1
135		H Rail	2nd stairwell By Box 9	gray	9.3
136		Stringer			11.7
137		Riser			0.1
138		H Rail	1st		10.3
139		Stringer	1st		14.9
140		Riser	1st		6.2
141		Roof ladder	2nd Stairwell Box 3		6.2

LEAD-BASED PAINT - FIELD DATA SHEET

Site: City of Mobile Civic Ctr.

Date: August 2023

Job No.: 23-1101-0140

2nd.

XRF Operator: Ed Kryger

SAMPLE NUMBER	SUBSTRATE	COMPONENT	LOCATION	COLOR	XRF READING mg/cm ²
142	metal	Handrail	2nd Stairwell Box 3	gray	15.4
143	metal	Handrail	2nd Stairwell Box 3		13.4
144		Stringer			10.6
145		Risch			0.1
146		Handrail			13.9
147		Stringer			11.7
148		Risch			0.2
149		Stringer	2nd Lobby SW Est	Black	11.9
150		Stringer	1st. " " "	"	15.9
151					
152					
153					
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157					
158					
159					
160					
161					
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163					
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Calibration Check Test Results

Project name/Address.: Mobile Civic Center Facility

Project Number: 23-1101-0140

Device: XRF Lead Paint Analyzer XRF Serial No.: 3457

Date: 8/15/23

Operator Name: Edward Kryger

NIST SRM Used 1.04 mg/cm² Acceptable Range 0.8 to 1.2 mg/cm²

First Calibration Check

NIST SRM			First Average	Difference Between First Average and NIST SRM
First Reading	Second Reading	Third Reading		
1.0	1.1	1.0	3.1	1.03

Second Calibration Check

NIST SRM			Second Average	Difference Between Second Average and NIST SRM
First Reading	Second Reading	Third Reading		
1.0	1.0	1.0	3.0	1.0

Third Calibration Check (if required)

NIST SRM			Third Average	Difference Between Third Average and NIST SRM
First Reading	Second Reading	Third Reading		

Fourth Calibration Check (if required)

NIST SRM			Fourth Average	Difference Between Fourth Average and NIST SRM
First Reading	Second Reading	Third Reading		

Calibration Check Test Results

Project name/Address.: Mobile Civic Center Facility

Project Number: 23-1101-0140

Device: XRF Lead Paint Analyzer XRF Serial No.: 3457

Date: 8/16/23

Operator Name: Edward Kryger

NIST SRM Used 1.04 mg/cm² Acceptable Range 0.8 to 1.2 mg/cm²

First Calibration Check

NIST SRM			First Average	Difference Between First Average and NIST SRM
First Reading	Second Reading	Third Reading		
1.0	1.0	1.1	3.1	1.03

Second Calibration Check

NIST SRM			Second Average	Difference Between Second Average and NIST SRM
First Reading	Second Reading	Third Reading		
1.0	1.0	9.	2.9	.96

Third Calibration Check (if required)

NIST SRM			Third Average	Difference Between Third Average and NIST SRM
First Reading	Second Reading	Third Reading		

Fourth Calibration Check (if required)

NIST SRM			Fourth Average	Difference Between Fourth Average and NIST SRM
First Reading	Second Reading	Third Reading		

Calibration Check Test Results

Project name/Address.: Mobile Civic Center Facility

Project Number: 23-1101-0140

Device: XRF Lead Paint Analyzer XRF Serial No.: 3457

Date: 8/17/23

Operator Name: Edward Kryger

NIST SRM Used 1.04 mg/cm² Acceptable Range 0.8 to 1.2 mg/cm²

First Calibration Check

NIST SRM			First Average	Difference Between First Average and NIST SRM
First Reading	Second Reading	Third Reading		
1.0	1.0	1.0	3.0	1.0

Second Calibration Check

NIST SRM			Second Average	Difference Between Second Average and NIST SRM
First Reading	Second Reading	Third Reading		
1.0	1.0	.9	2.9	-.96

Third Calibration Check (if required)

NIST SRM			Third Average	Difference Between Third Average and NIST SRM
First Reading	Second Reading	Third Reading		

Fourth Calibration Check (if required)

NIST SRM			Fourth Average	Difference Between Fourth Average and NIST SRM
First Reading	Second Reading	Third Reading		

Calibration Check Test Results

Project name/Address.: Mobile Civic Center Facility

Project Number: 23-1101-0140

Device: XRF Lead Paint Analyzer XRF Serial No.: 3457

Date: 8/21/23

Operator Name: Edward Kryger

NIST SRM Used 1.04 mg/cm² Acceptable Range 0.8 to 1.2 mg/cm²

First Calibration Check

NIST SRM			First Average	Difference Between First Average and NIST SRM
First Reading	Second Reading	Third Reading		
1.0	1.0	1.0	3.0	1.0

Second Calibration Check

NIST SRM			Second Average	Difference Between Second Average and NIST SRM
First Reading	Second Reading	Third Reading		
.9	1.0	1.0	2.9	.96

Third Calibration Check (if required)

NIST SRM			Third Average	Difference Between Third Average and NIST SRM
First Reading	Second Reading	Third Reading		

Fourth Calibration Check (if required)

NIST SRM			Fourth Average	Difference Between Fourth Average and NIST SRM
First Reading	Second Reading	Third Reading		

Calibration Check Test Results

Project name/Address.: Mobile Civic Center Facility

Project Number: 23-1101-0140

Device: XRF Lead Paint Analyzer XRF Serial No.: 3457

Date: 8/22/03

Operator Name: Edward Kryger

NIST SRM Used 1.04 mg/cm² Acceptable Range 0.8 to 1.2 mg/cm²

First Calibration Check

NIST SRM			First Average	Difference Between First Average and NIST SRM
First Reading	Second Reading	Third Reading		
1.1	1.1	1.0	3.2	1.06

Second Calibration Check

NIST SRM			Second Average	Difference Between Second Average and NIST SRM
First Reading	Second Reading	Third Reading		
1.0	1.0	1.0	3.0	1.0

Third Calibration Check (if required)

NIST SRM			Third Average	Difference Between Third Average and NIST SRM
First Reading	Second Reading	Third Reading		

Fourth Calibration Check (if required)

NIST SRM			Fourth Average	Difference Between Fourth Average and NIST SRM
First Reading	Second Reading	Third Reading		

Calibration Check Test Results

Project name/Address.: Mobile Civic Center Facility

Project Number: 23-1101-0140

Device: XRF Lead Paint Analyzer XRF Serial No.: 3457

Date: 9/1/23

Operator Name: Edward Kryger

NIST SRM Used 1.04 mg/cm² Acceptable Range 0.8 to 1.2 mg/cm²

First Calibration Check

NIST SRM			First Average	Difference Between First Average and NIST SRM
First Reading	Second Reading	Third Reading		
1.1	1.0	1.0	3.1	1.03

Second Calibration Check

NIST SRM			Second Average	Difference Between Second Average and NIST SRM
First Reading	Second Reading	Third Reading		
.90	1.0	1.0	2.96	.96

Third Calibration Check (if required)

NIST SRM			Third Average	Difference Between Third Average and NIST SRM
First Reading	Second Reading	Third Reading		

Fourth Calibration Check (if required)

NIST SRM			Fourth Average	Difference Between Fourth Average and NIST SRM
First Reading	Second Reading	Third Reading		

Calibration Check Test Results

Project name/Address.: Mobile Civic Center Facility

Project Number: 23-1101-0140

Device: XRF Lead Paint Analyzer XRF Serial No.: 3457

Date: 9/11/23

Operator Name: Edward Kryger

NIST SRM Used 1.04 mg/cm² Acceptable Range 0.8 to 1.2 mg/cm²

First Calibration Check

NIST SRM			First Average	Difference Between First Average and NIST SRM
First Reading	Second Reading	Third Reading		
1.1	1.1	1.0	3.2	1.06

Second Calibration Check

NIST SRM			Second Average	Difference Between Second Average and NIST SRM
First Reading	Second Reading	Third Reading		
.9	1.0	1.0	2.9	.96

Third Calibration Check (if required)

NIST SRM			Third Average	Difference Between Third Average and NIST SRM
First Reading	Second Reading	Third Reading		

Fourth Calibration Check (if required)

NIST SRM			Fourth Average	Difference Between Fourth Average and NIST SRM
First Reading	Second Reading	Third Reading		

Calibration Check Test Results

Project name/Address.: Mobile Civic Center Facility

Project Number: 23-1101-0140

Device: XRF Lead Paint Analyzer XRF Serial No.: 3457

Date: 9/14/23

Operator Name: Edward Kryger

NIST SRM Used 1.04 mg/cm² Acceptable Range 0.8 to 1.2 mg/cm²

First Calibration Check

NIST SRM			First Average	Difference Between First Average and NIST SRM
First Reading	Second Reading	Third Reading		
1.0	1.0	1.1	3.1	1.03

Second Calibration Check

NIST SRM			Second Average	Difference Between Second Average and NIST SRM
First Reading	Second Reading	Third Reading		
1.0	.9	.9	2.8	.93

Third Calibration Check (if required)

NIST SRM			Third Average	Difference Between Third Average and NIST SRM
First Reading	Second Reading	Third Reading		

Fourth Calibration Check (if required)

NIST SRM			Fourth Average	Difference Between Fourth Average and NIST SRM
First Reading	Second Reading	Third Reading		

Calibration Check Test Results

Project name/Address.: Mobile Civic Center Facility

Project Number: 23-1101-0140

Device: XRF Lead Paint Analyzer XRF Serial No.: 3457

Date: 9/15/23

Operator Name: Edward Kryger

NIST SRM Used 1.04 mg/cm² Acceptable Range 0.8 to 1.2 mg/cm²

First Calibration Check

NIST SRM			First Average	Difference Between First Average and NIST SRM
First Reading	Second Reading	Third Reading		
1.0	1.1	1.0	3.1	1.03

Second Calibration Check

NIST SRM			Second Average	Difference Between Second Average and NIST SRM
First Reading	Second Reading	Third Reading		
1.0	.9	1.0	2.9	.96

Third Calibration Check (if required)

NIST SRM			Third Average	Difference Between Third Average and NIST SRM
First Reading	Second Reading	Third Reading		

Fourth Calibration Check (if required)

NIST SRM			Fourth Average	Difference Between Fourth Average and NIST SRM
First Reading	Second Reading	Third Reading		

Calibration Check Test Results

Project name/Address.: Mobile Civic Center Facility

Project Number: 23-1101-0140

Device: XRF Lead Paint Analyzer XRF Serial No.: 3457

Date: 9/18/23

Operator Name: Edward Kryger

NIST SRM Used 1.04 mg/cm² Acceptable Range 0.8 to 1.2 mg/cm²

First Calibration Check

NIST SRM			First Average	Difference Between First Average and NIST SRM
First Reading	Second Reading	Third Reading		
1.1	1.1	1.0	3.2	1.06

Second Calibration Check

NIST SRM			Second Average	Difference Between Second Average and NIST SRM
First Reading	Second Reading	Third Reading		
1.0	1.0	1.0	3.	1.0

Third Calibration Check (if required)

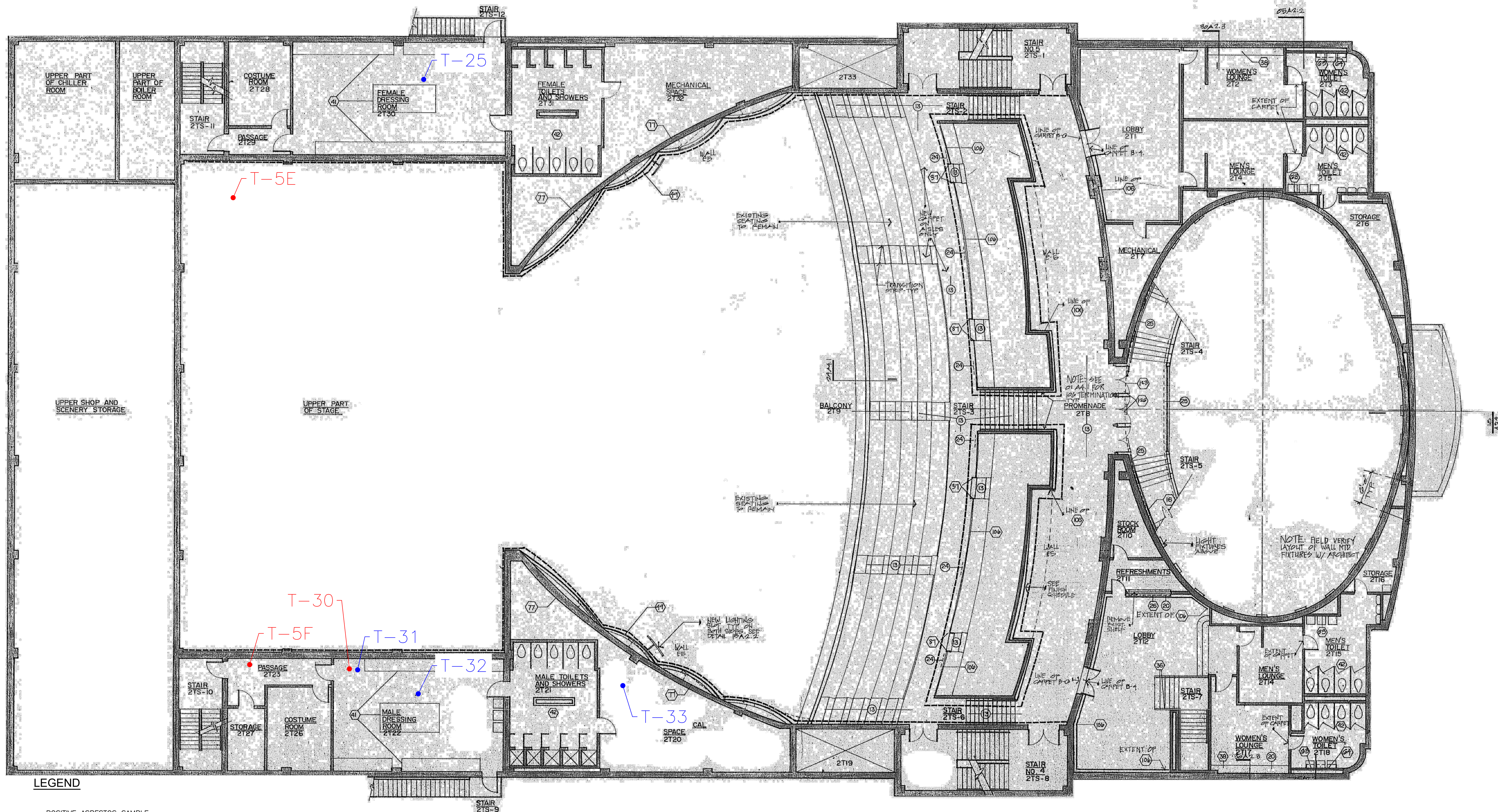
NIST SRM			Third Average	Difference Between Third Average and NIST SRM
First Reading	Second Reading	Third Reading		

Fourth Calibration Check (if required)

NIST SRM			Fourth Average	Difference Between Fourth Average and NIST SRM
First Reading	Second Reading	Third Reading		

APPENDIX C

Asbestos Sample Location Drawings



LEGEND

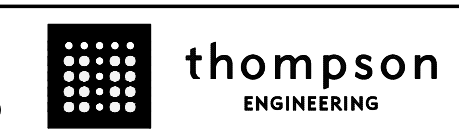
- POSITIVE ASBESTOS SAMPLE
- ASBESTOS SAMPLE LOCATION

THIS DRAWING REPRESENTS DESIGNS PREPARED BY THOMPSON ENGINEERING FOR SPECIFIC USE ON THIS PROJECT AND IS NOT TO BE COPIED, REPRODUCED, OR ALTERED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE THOMPSON ENGINEERING REPRESENTATIVE AUTHORIZED TO APPROVE THIS USE. UNAUTHORIZED USE IS SUBJECT TO LEGAL ACTION UNDER STATE AND FEDERAL LAW.

REVISION NO.	DESCRIPTION	DATE	BY:
A		09/20/23	KMC

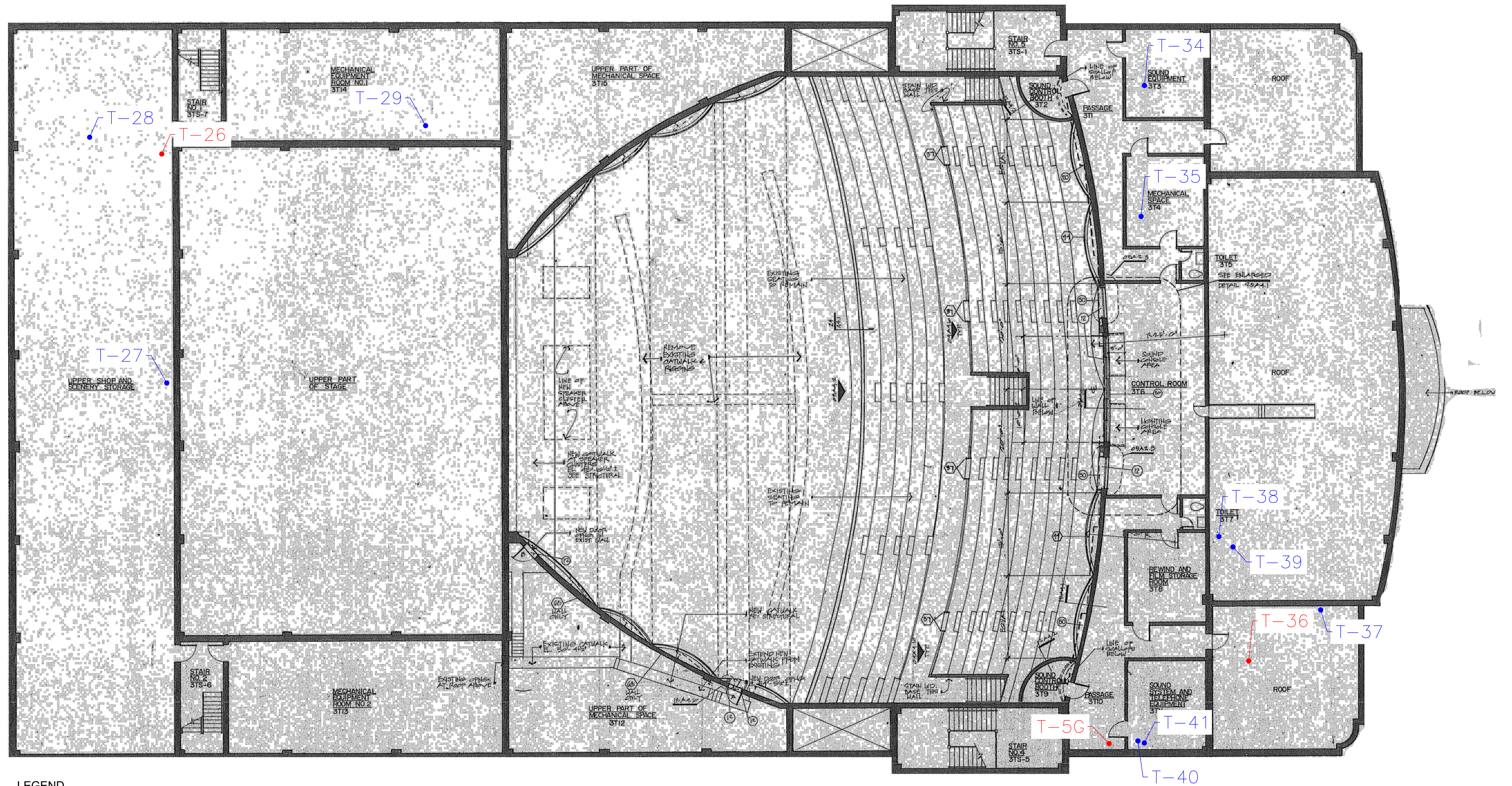
CITY OF MOBILE
MOBILE, ALABAMA

HAZARDOUS MATERIAL SURVEY



THEATRE SITE PLAN

2970 COTTAGE HILL RD., STE. 190 MOBILE, ALABAMA 36606	SCALE: 1" = 50'	PLOT SCALE: 1:1	DRAWN BY: KMC	CHECKED BY: CAB	APPROVED BY: MCR	DATE: SEPTEMBER 2023	JOB NO.: 2023-1101-0140	DRAWING NO.: C100	REVISION NO.: A
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REVISION NO.	DESCRIPTION	DATE	BY:
A		09/20/23	KMC

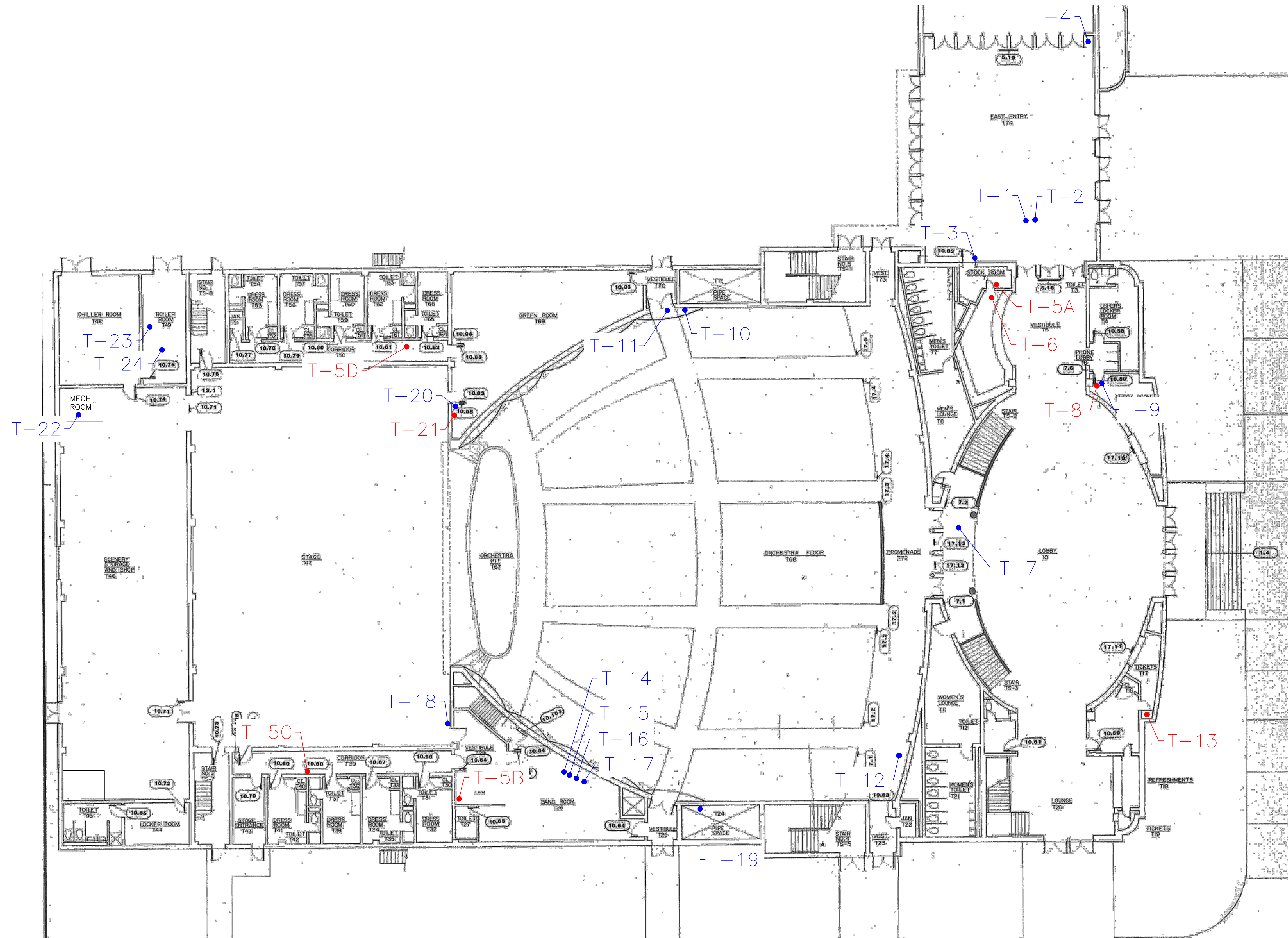
CITY OF MOBILE
MOBILE, ALABAMA

HAZARDOUS MATERIAL SURVEY



THEATRE SITE PLAN

2970 COTTAGE HILL RD., STE. 190 MOBILE, ALABAMA 36606	SCALE: 1" = 50'	PLLOT SCALE: 1:1	DRAWN BY: KMC	CHECKED BY: CAB	APPROVED BY: MCR	DATE: SEPTEMBER 2023	JOB NO.: 2023-1101-0140	DRAWING NO.: C101	REVISION NO.: A
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— POSITIVE ASBESTOS SAMPLE

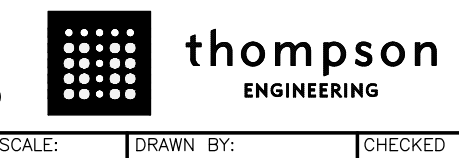
— ASBESTOS SAMPLE LOCATION

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REVISION NO.	DESCRIPTION	DATE	BY:
A		09/20/23	KMC

CITY OF MOBILE
MOBILE, ALABAMA

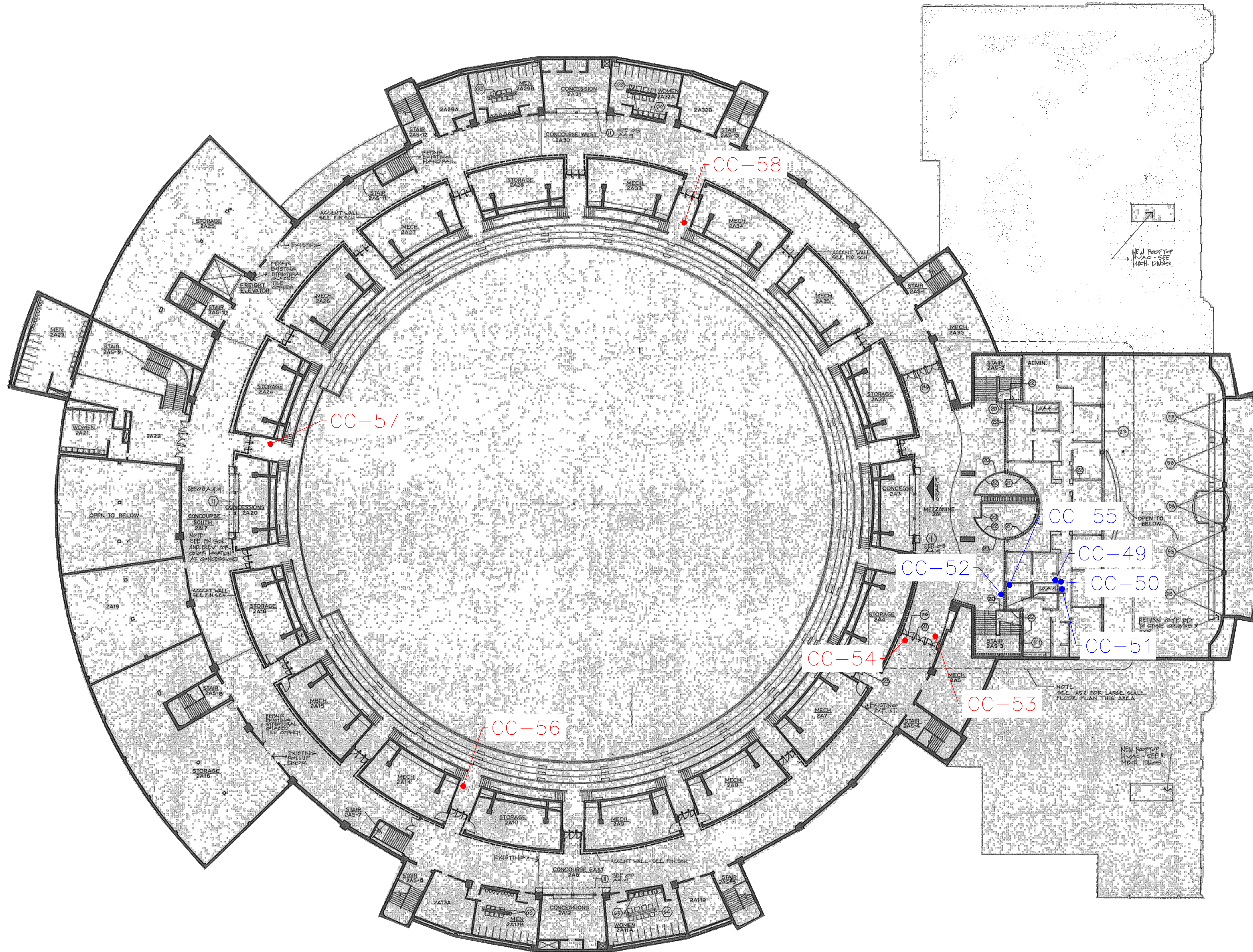
HAZARDOUS MATERIAL SURVEY



THEATRE SITE PLAN

2970 COTTAGE HILL RD., STE. 190 MOBILE, ALABAMA 36606	SCALE: 1" = 50'	PLOT SCALE: 1:1	DRAWN BY: KMC	CHECKED BY: CAB	APPROVED BY: MCR	DATE: SEPTEMBER 2023	JOB NO.: 2023-1101-0140	DRAWING NO.: C102	REVISION NO.: A
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TEL: (251) 666-2443
FAX: (251) 666-6422



LEGEND

- POSITIVE ASBESTOS SAMPLE
- ASBESTOS SAMPLE LOCATION

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REVISION NO.	DESCRIPTION	DATE	BY:
A		09/20/23	KMC

CITY OF MOBILE
MOBILE, ALABAMA

HAZARDOUS MATERIAL SURVEY

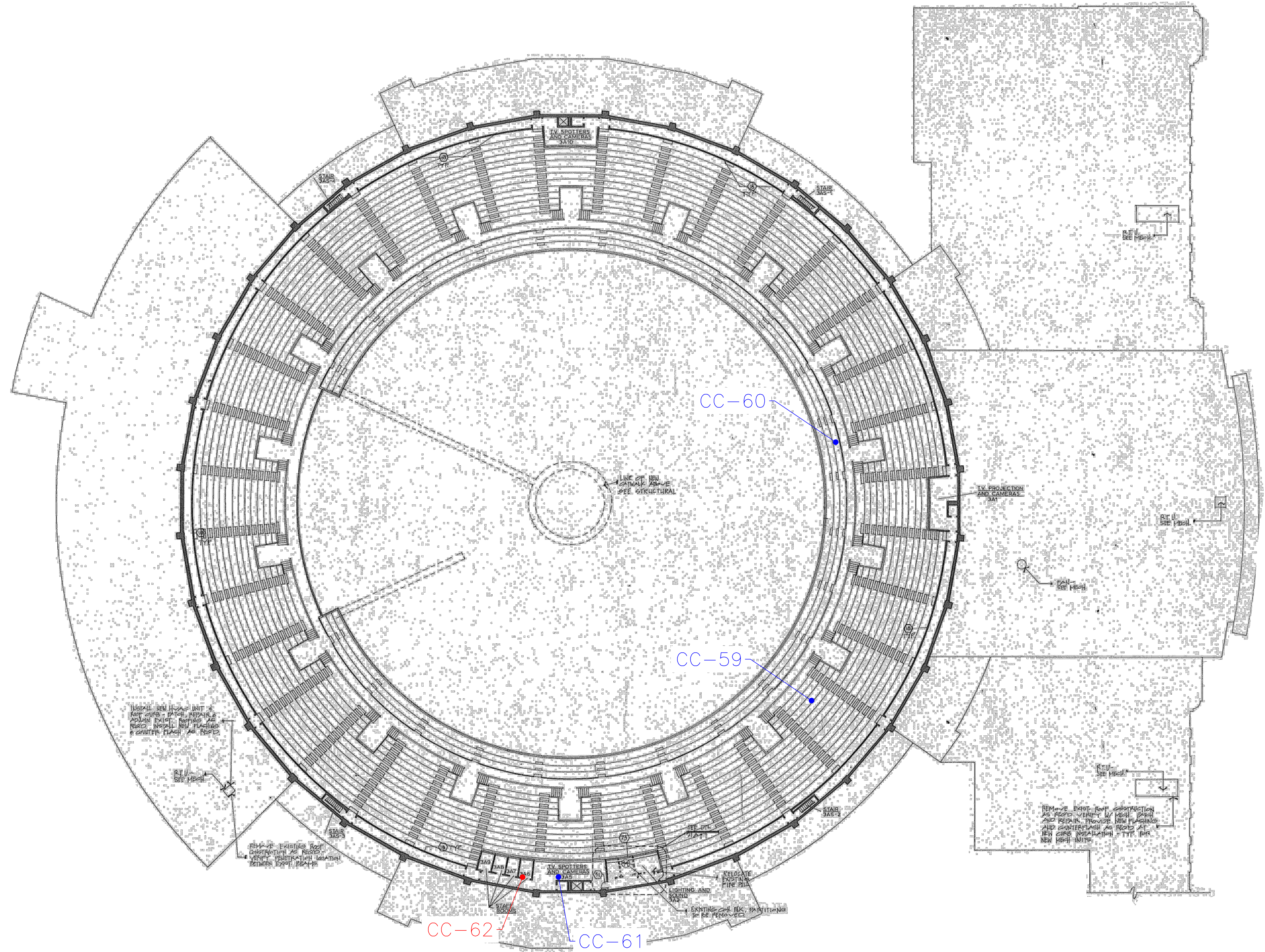


CIVIC CENTER SITE PLAN

2970 COTTAGE HILL RD., STE. 190
MOBILE, ALABAMA 36606

TEL: (251) 666-2443
FAX: (251) 666-6422

SCALE: 1" = 50'	PLOT SCALE: 1:1	DRAWN BY: KMC	CHECKED BY: CAB	APPROVED BY: MCR	DATE: SEPTEMBER 2023	JOB NO.: 2023-1101-0140	DRAWING NO.: C103	REVISION NO.: A
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REVISION NO.	DESCRIPTION	DATE	BY:
A		09/20/23	KMC

CITY OF MOBILE
MOBILE, ALABAMA

HAZARDOUS MATERIAL SURVEY

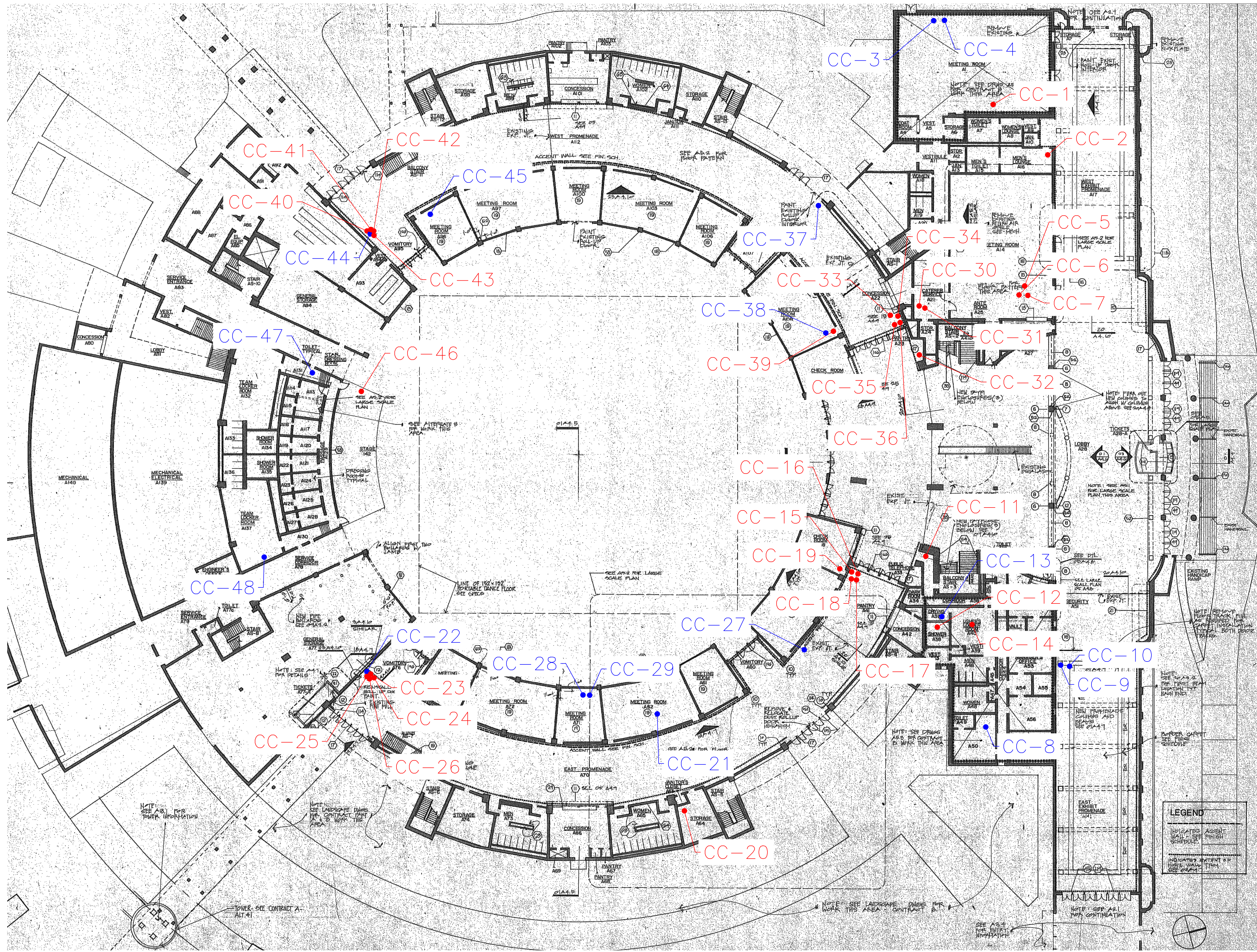


CIVIC CENTER SITE PLAN

2970 COTTAGE HILL RD., STE. 190
MOBILE, ALABAMA 36606

TEL: (251) 666-2443
FAX: (251) 666-6422

SCALE: 1" = 50'	PLOT SCALE: 1:1	DRAWN BY: KMC	CHECKED BY: CAB	APPROVED BY: MCR	DATE: SEPTEMBER 2023	JOB NO.: 2023-1101-0140	DRAWING NO.: C104	REVISION NO.: A
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- POSITIVE ASBESTOS SAMPLE
- ASBESTOS SAMPLE LOCATION

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REVISION NO.	DESCRIPTION	DATE	BY:
A		09/20/23	KMC

CITY OF MOBILE
MOBILE, ALABAMA



2970 COTTAGE HILL RD., STE. 190
MOBILE, ALABAMA 36606
TEL: (251) 666-2443
FAX: (251) 666-6422

HAZARDOUS MATERIAL SURVEY

CIVIC CENTER SITE PLAN

SCALE: 1" = 50'	PLOT SCALE: 1:1	DRAWN BY: KMC	CHECKED BY: CAB	APPROVED BY: MCR	DATE: SEPTEMBER 2023	JOB NO.: 2023-1101-0140	DRAWING NO.: C105	REVISION NO.: A
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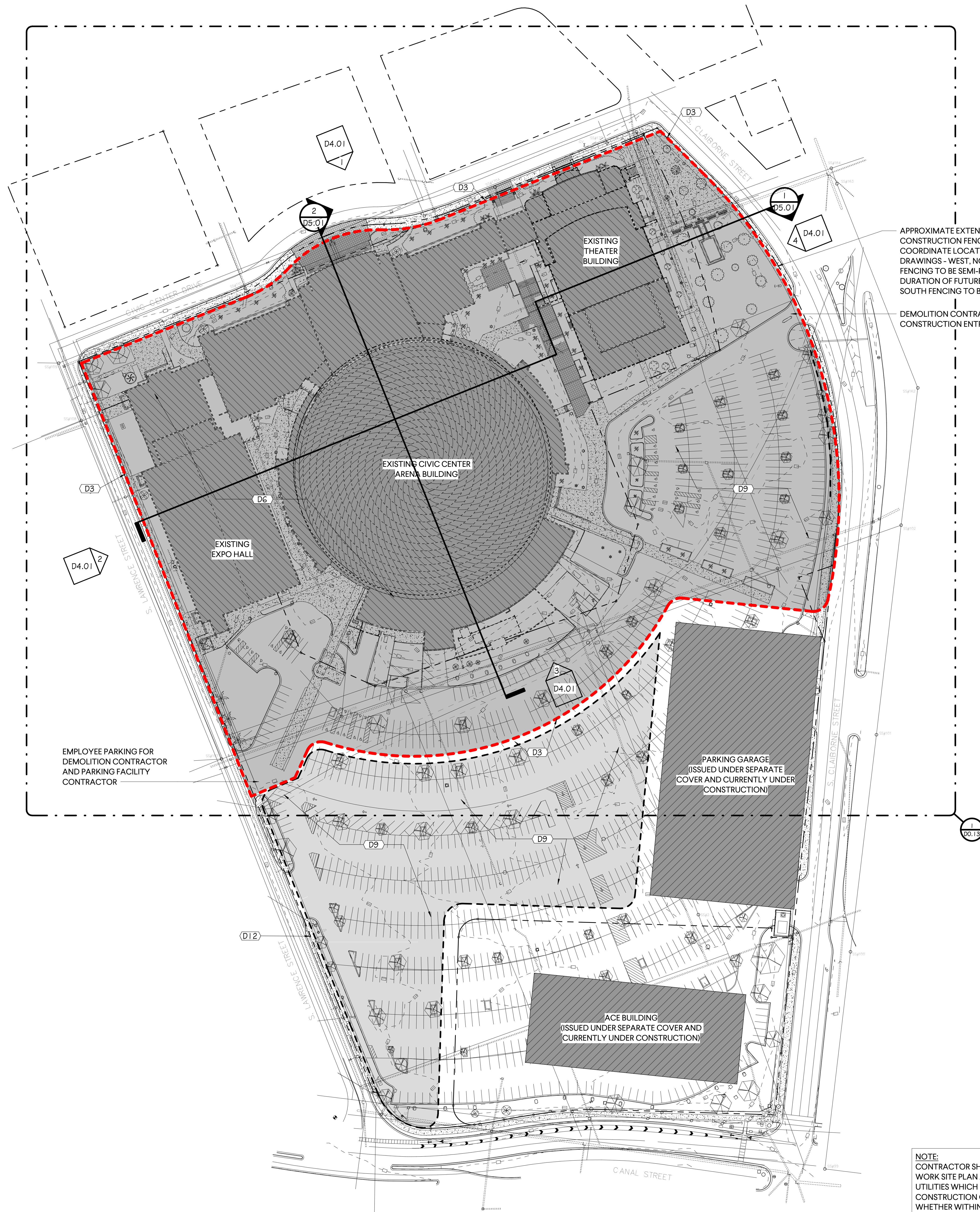
APPENDIX D

CERTIFICATIONS OF ENVIRONMENTAL PROFESSIONAL

PRIVATE / PROPRIETARY

Not for use or disclosure outside CLIENT NAME or any of its subsidiaries and affiliates, except under written agreement.

6/5/2024 10:53:49 AM TEMPLATE VERSION: 20221



KEY NOTES	
KEY	KEYNOTE
D3	8' HIGH CONSTRUCTION FENCE BY CONTRACTOR; PROVIDE GATES FOR ACCESS TO SITE AS REQUIRED - REUSE WEST, NORTH AND EAST SIDE FENCES FOR NEW CONSTRUCTION. SOUTH FENCE TO BE TEMPORARY AND REMOVED FOLLOWING DEMOLITION.
D6	CONTRACTOR SHALL PROVIDE AND INSTALL FINE GRADING, SEEDING AND SOD THIS AREA FOLLOWING DEMOLITION - FOR LIMITS OF SEED AND SODDING - REFERENCE CIVIL DRAWINGS
D8	ASPHALT TO REMAIN THIS AREA AND USED FOR CONTRACTOR STAGING
D12	EXISTING BUS STOP SHALL REMAIN IN PLACE AND REMAIN IN OPERATION.

APPROXIMATE EXTENTS OF CONSTRUCTION FENCING - COORDINATE LOCATION WITH CIVIL DRAWINGS - WEST, NORTH AND EAST FENCING TO BE SEMI-PERMANENT FOR DURATION OF FUTURE PROJECT AND SOUTH FENCING TO BE TEMPORARY

DEMOLITION CONTRACTOR CONSTRUCTION ENTRANCE

NOTE:
CONTRACTOR SHALL REFERENCE NEW WORK SITE PLAN AND SHALL REMOVE ALL UTILITIES WHICH INTERFERE IN THE CONSTRUCTION OF ALL NEW WORK, WHETHER WITHIN CONSTRUCTION LIMITS OR NOT.

- GENERAL NOTES - SITE WORK**
- CALL ALABAMA 811 (800-292-8525 IF CALLING OUTSIDE OF ALABAMA) PRIOR TO EXCAVATING ON OR OFF R.O.W.
 - REFER TO CIVIL DOCUMENTS FOR SUPPLEMENTAL DEMOLITION INFORMATION THAT MAY OR MAY NOT BE REFLECTED ON ARCHITECTURAL SHEETS.
 - IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REMOVE AND RESET FENCING TO ORIGINAL CONDITION WHERE REQUIRED AT NO ADDITIONAL COST.
 - COMBINATIONS OF SILT FENCING AND WATTLES SHALL BE USED AS PROJECT CONDITIONS WARRANT TO PREVENT SEDIMENT RUNOFF FROM REACHING CREEKS, STREAMS, AND OTHER SURFACE WATER ADJACENT TO AND WITHIN THE PROJECT AREA IN ACCORDANCE WITH "BEST MANAGEMENT PRACTICES" EROSION CONTROL DEVICES INDICATED ON THE PROJECT PLANS SHALL BE CONSIDERED A MINIMUM TO BE IMPLEMENTED
 - THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY TEMPORARY DIVERSION OF RUNOFF WATER, AS REQUIRED TO FACILITATE DEMOLITION OR AS DIRECTED BY THE ENGINEER. THIS TEMPORARY DRAINAGE OF RUNOFF IS CONSIDERED INCIDENTAL TO THE BID.
 - SAFETY PRECAUTIONS, INCLUDING TRAFFIC CONTROL, INSTITUTED ALONG CITY OF MOBILE, MOBILE COUNTY, AND ALDOT RIGHT-OF-WAYS SHALL CONFORM TO THE REQUIREMENTS OF THE GOVERNING AGENCY AT ALL TIMES.
 - ANY SOLID WASTE ENCOUNTERED DURING DEMOLITION (I.E., WOOD, STUMPS, ETC.) MUST BE DISPOSED OF IN ACCORDANCE WITH APPLICABLE REGULATIONS OF THE ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT (ADEM).
 - TRAFFIC CONTROL PLAN SHALL BE IN CONFORMANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. IN THE EVENT ACTUAL PHYSICAL CONDITIONS WARRANT ADDITIONAL TRAFFIC CONTROL DEVICES, THEY SHALL BE INSTALLED IN CONFORMANCE WITH THE ALDOT AS DIRECTED BY THE ALABAMA DEPARTMENT OF TRANSPORTATION DISTRICT ENGINEER, OR MOBILE COUNTY, OR THE CITY OF MOBILE.
 - CONTRACTOR SHALL MINIMIZE THE DISTURBANCE TO ANY EXISTING LANDSCAPING AND TREES, UNLESS APPROVED BY THE ENGINEER.
 - THE CONTRACTOR WILL BE RESPONSIBLE FOR REPAIR TO PUBLIC ROADS CAUSED BY HIS ACTIVITIES. IT IS THE CONTRACTORS RESPONSIBILITY TO MEET WITH STATE, CITY AND COUNTY OFFICIALS TO AGREE UPON AND RECORD, THE CONDITIONS OF THE ROADS BEFORE CONSTRUCTION COMMENCES.
 - ANY LANDSCAPING NOTED TO REMAIN (SHRUBS, FLOWERS, ORNAMENTAL GRASS, ETC.) AND DISTURBED DURING PROJECT CONSTRUCTION ACTIVITIES SHALL BE REPLACED AND OR TRANSPLANTED TO THE SATISFACTION OF THE OWNER. ALL RELATED COSTS FOR SUCH WORK SHALL BE INCLUDED IN THE BID PRICE.
 - SITE SECURITY WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
 - PROPERTY INFORMATION SHOWN IS FOR GENERAL INFORMATION ONLY AND MAY NOT BE THE MOST RECENT OWNERSHIP ON RECORD.
 - ALL WORK DESCRIBED, SHOWN, REFERENCED, OR OTHERWISE INDICATED IN OR ON THE DRAWINGS, PROPOSAL, ADVERTISEMENT AND SPECIFICATIONS ARE TO BE COMPLETED IN PLACE AND SERVICEABLE ACCORDING TO THE PLANS, INSTRUCTIONS, SPECIFICATIONS, LINES AND GRADES INDICATED ON THE PLANS AND ALL APPLICABLE STATE, FEDERAL, AND MUNICIPAL CODES AND STANDARDS. INDIVIDUAL ITEMS OF WORK THAT ARE NECESSARY TO COMPLETE THE PROJECT TO THE LINES AND GRADES, WHETHER SHOWN OR DESCRIBED IN THE PLANS AND SPECIFICATIONS, ARE TO BE CONSIDERED INCIDENTAL AND ARE THE RESPONSIBILITY OF THE CONTRACTOR.
 - THE CONTRACTOR IS REQUIRED TO DEVELOP AN AS-BUILT SET OF DRAWINGS AS PROJECT DEMOLITION PROGRESSES. THE COMPLETED PLAN WILL CONTAIN ALL REMAINING LINES, VALVES, METERS, AND CONNECTIONS NOT DEMOLISHED WITH REFERENCE DISTANCES TO PERMANENT ABOVE GROUND STRUCTURES.
 - THE CONTRACTOR IS EXPECTED TO CAREFULLY EXAMINE THE PLANS, PROPOSAL AND SITE OF THE WORK. IT WILL BE ASSUMED THAT THE BIDDER IS SATISFIED AS TO THE CONDITIONS TO BE ENCOUNTERED IN REGARDS TO THE CHARACTER, QUALITY, AND QUANTITIES OF WORK TO BE PERFORMED AND MATERIALS TO BE FURNISHED, AND AS TO THE REQUIREMENTS OF THE PLANS, SPECIFICATIONS, SPECIAL PROVISIONS AND CONTRACT. THE SUBMISSION OF A PROPOSAL BY A BIDDER WILL BE CONSIDERED PRIMA FACIE EVIDENCE THAT THE BIDDER HAS MADE SUCH AN EXAMINATION.
 - THE CONTRACTOR SHALL APPLY SEED AND MULCH AS SOON AS POSSIBLE IN DISTURBED AREAS IN ORDER TO MINIMIZE EROSION.

- GENERAL NOTES - DEMOLITION**
- DO NOT SCALE DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS RESULTING FROM THE SCALING OF DRAWINGS. PRIOR TO BID, THE CONTRACTOR SHALL REVIEW THE ENTIRE SET OF CONTRACT DOCUMENTS. IF ANY DISCREPANCIES ARE FOUND THE CONTRACTOR SHALL OBTAIN CLARIFICATION IN WRITING FROM THE ARCHITECT BEFORE CONTINUING WITH BID TAKE-OFFS.
 - GENERAL CONTRACTOR SHALL COORDINATE THE ENTIRE SET OF CONTRACT DOCUMENTS AND SHALL NOTIFY THE ARCHITECT IMMEDIATELY IF THERE ARE ANY DISCREPANCIES PRIOR TO SUBMITTING A BID. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS RESULTING FROM NOT COORDINATING THE ENTIRE SET OF CONTRACT DOCUMENTS.
 - THE DEMOLITION DRAWINGS ARE DIAGRAMMATIC IN NATURE AND SHOWN FOR GENERAL LAYOUT PURPOSES ONLY. DIMENSIONS SHOWN (IF ANY) ON THE DRAWINGS ARE APPROXIMATE. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS, DIMENSIONS, EXISTING IMPROVEMENTS, ETC., PRIOR TO BID. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT.
 - AREAS OF DEMOLITION ARE APPROXIMATE. GENERAL CONTRACTOR TO COORDINATE DEMOLITION WITH EXISTING CONDITIONS.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REQUIRED SHORING AND STABILIZATION REQUIREMENTS OF THE EXISTING BUILDING UNTIL ALL DEMOLITION, EXCAVATION AND BACKFILL ACTIVITIES HAVE CONCLUDED.
 - CONTRACTOR SHALL TAKE EVERY MEANS NECESSARY TO MAINTAIN EXISTING PARKING LOT ASPHALT PAVING OUTSIDE THE AREA OF WORK IN GOOD CONDITION DURING DEMOLITION ACTIVITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING OR REPLACING ANY DAMAGED AREAS AT NO COST TO THE OWNER.
 - THE CONTRACTOR SHALL PROTECT ALL EXISTING IMPROVEMENTS THAT ARE NOT TO BE DEMOLISHED INCLUDING BUT NOT LIMITED TO LANDSCAPING, DRIVEWAYS AND PARKING LOTS, CURBS, SIDEWALKS, SIGNAGE, UTILITIES, LIGHT FIXTURES, ELECTRICAL PANELS, ETC. DURING THE COURSE OF DEMOLITION UNLESS NOTED SPECIFICALLY FOR DEMOLITION. ANY DAMAGE CAUSED TO AREAS OUTSIDE THE SCOPE OF WORK SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND REPLACED AT NO COST TO THE OWNER.
 - EXISTING UTILITIES CURRENTLY SERVING THE BUILDING INCLUDING BUT NOT LIMITED TO WATER, GAS, SEWER, POWER, DATA, ETC. SHALL BE REMOVED AND CAPPED BACK TO DEMARCATION POINT AT STREET. COORDINATE METER REMOVAL WITH LOCAL UTILITY COMPANIES AND OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UNDERGROUND UTILITY LOCATIONS - CALL 811 BEFORE YOU DIG. TO REQUEST THAT THE APPROXIMATE LOCATION OF BURIED UTILITIES BE MARKED WITH PAINT OR FLAGS.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRAFFIC CONTROL, EROSION CONTROL AND BEST MANAGEMENT PRACTICES DURING DEMOLITION AND CONSTRUCTION ACTIVITIES AND FOR THE DURATION OF THE DEMOLITION PROJECT.
 - THE CONTRACTOR SHALL APPLY FOR ALL REQUIRED PERMITS INCLUDING BUT NOT LIMITED TO BUILDING DEMOLITION, ADEM, NPDES, ETC. CITY RELATED PERMITS WILL BE PAID BY CITY, AND ALL OTHER REQUIRED PERMITS SHALL BE PAID BY CONTRACTOR.
 - ALL DISPOSED MATERIALS SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL CODES, LAWS, AND ORDINANCES AND AUTHORITIES HAVING JURISDICTION.
 - CONTRACTOR SHALL NOTIFY THE OWNER AND OR ARCHITECT A MINIMUM OF 72 HOURS PRIOR TO ANY DISRUPTION OF POWER OR OTHER UTILITIES.
 - ALL HAZARDOUS MATERIALS SHALL BE REMEDIATED, REMOVE AND DISPOSED OF IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL LAWS. SEE SPECIFICATIONS FOR HAZARDOUS MATERIALS SURVEYS AND REPORTS.
 - ELEMENTS OR PORTIONS OF ELEMENTS TO BE REMOVED ARE SHOWN DASHED. REFER TO KEY NOTES FOR ADDITIONAL CLARIFICATION FOR PARTIALLY REMOVED ELEMENTS.
 - VERIFY EXISTING CONDITIONS OF SPACE PRIOR TO DEMOLITION WORK.
 - REFER TO MECHANICAL, PLUMBING, AND ELECTRICAL DOCUMENTS FOR REMOVAL AND CAPPING OF SERVICES FOR ITEMS SHOWN TO BE REMOVED.
 - REMOVE ALL EQUIPMENT, ACCESSORIES AND DEVICES UNLESS NOTED OTHERWISE.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR SECURITY OF BUILDING CONTENTS TO BE SALVAGED OR PROTECTED, AS WELL AS DEMOLITION MATERIALS AND EQUIPMENT STORED ON SITE DURING DEMOLITION.
 - EXISTING CONSTRUCTION TO REMAIN SHALL BE PROTECTED DURING DEMOLITION AND NEW WORK CONSTRUCTION ACTIVITIES. PROTECT EXISTING FLOORING AND FINISHES TO REMAIN.
 - CONTRACTOR TO REMOVE ALL PIPING, DUCT, WIRING CONDUIT AND/OR ANCHORS COMPLETELY.
 - MECHANICAL:** EXISTING MECHANICAL SYSTEMS CURRENTLY SERVING ALL BUILDINGS SHALL BE DEMOLISHED.
 - ELECTRICAL:** EXISTING ELECTRICAL SYSTEMS CURRENTLY SERVING ALL BUILDINGS SHALL BE DEMOLISHED BACK TO THE UTILITY POINT OF DEMARCATION / SERVICE. COORDINATE METER REMOVAL AND ANY EXTERIOR DEMOLITION WORK WITH LOCAL UTILITY COMPANIES AND OWNER. REFER TO CIVIL DRAWINGS FOR ALL EXTERIOR DEMOLITION SCOPE OF UTILITIES.
 - PLUMBING:** EXISTING PLUMBING SYSTEMS AND UTILITIES (INCLUDING BUT NOT LIMITED TO WATER, GAS, SEWER, STORM) CURRENTLY SERVING ALL BUILDINGS SHALL BE DEMOLISHED BACK TO DEMARCATION POINT OUTSIDE OF PROPOSED BUILDING FOOTPRINT. SEE SHEET D9 01 FOR REFERENCE. COORDINATE METER REMOVALS (SEE SHEET D9 01 FOR REFERENCE). COORDINATE WITH LOCAL UTILITY COMPANY AND OWNER. REFER TO CIVIL DRAWINGS FOR ALL EXTERIOR DEMOLITION SCOPE OF UTILITIES.
 - FIRE PROTECTION:** EXISTING FIRE PROTECTION SYSTEMS AND UTILITIES (INCLUDING FIRE WATER) CURRENTLY SERVING ALL BUILDINGS SHALL BE DEMOLISHED BACK TO DEMARCATION POINT OUTSIDE OF PROPOSED BUILDING FOOTPRINT. SEE SHEET D9 01 FOR REFERENCE. COORDINATE ANY EXTERIOR DEMOLITION WORK WITH LOCAL UTILITY COMPANY AND OWNER. REFER TO CIVIL DRAWINGS FOR ALL EXTERIOR DEMOLITION SCOPE OF UTILITIES.
 - LOW VOLTAGE:** EXISTING LOW VOLTAGE SYSTEMS CURRENTLY SERVING ALL BUILDINGS SHALL BE DEMOLISHED BACK TO THE UTILITY OR INTERNET SERVICE FIBER PROVIDER POINT OF DEMARCATION AND OUTSIDE LIMITS OF NEW WORK. COORDINATE REMOVAL AND ANY EXTERIOR DEMOLITION WORK WITH LOCAL UTILITY COMPANIES AND OWNER. REFER TO CIVIL DRAWINGS FOR ALL EXTERIOR DEMOLITION SCOPE OF UTILITIES.
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 - CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL INTERIOR AND EXTERIOR CONTENTS, FIXTURES, FURNITURE AND EQUIPMENT LEFT BEHIND.
 - CONTRACTOR SHALL REMOVE, EMPTY AND PROPERLY DISPOSE OF ALL UNDERGROUND GREASE TRAPS, OIL SEPARATORS, HOLDING TANKS, ETC.
 - FOLLOWING THE ENCAPSULATION AND REMOVAL OF THE TWO MOSAICS, CONTRACTOR SHALL BE RESPONSIBLE FOR MOVING THEM OFFSITE INCLUSIVE OF LOADING, TRANSPORTING, UNLOADING, AND PLACEMENT AT NEW STORAGE LOCATION AT 1 SOUTH WATER STREET, MOBILE, AL.
 - CONTRACTOR TO TAKE CARE TO PROTECT ALL EXISTING HERITAGE TREES, WHERE NOTED, FROM REMOVAL. COORDINATE ALL TREE REMOVALS WITH CITY OF MOBILE TREE COMMISSION AND REQUIRED APPROVALS PRIOR TO REMOVAL OF TREES.

1 OVERALL SITE PLAN - DEMOLITION
SCALE: 1" = 60'-0"



GMC

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ISSUE	DATE
FOR PERMIT AND DEMOLITION	05/30/2024

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CHECKED BY: GJH

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251.648.4011

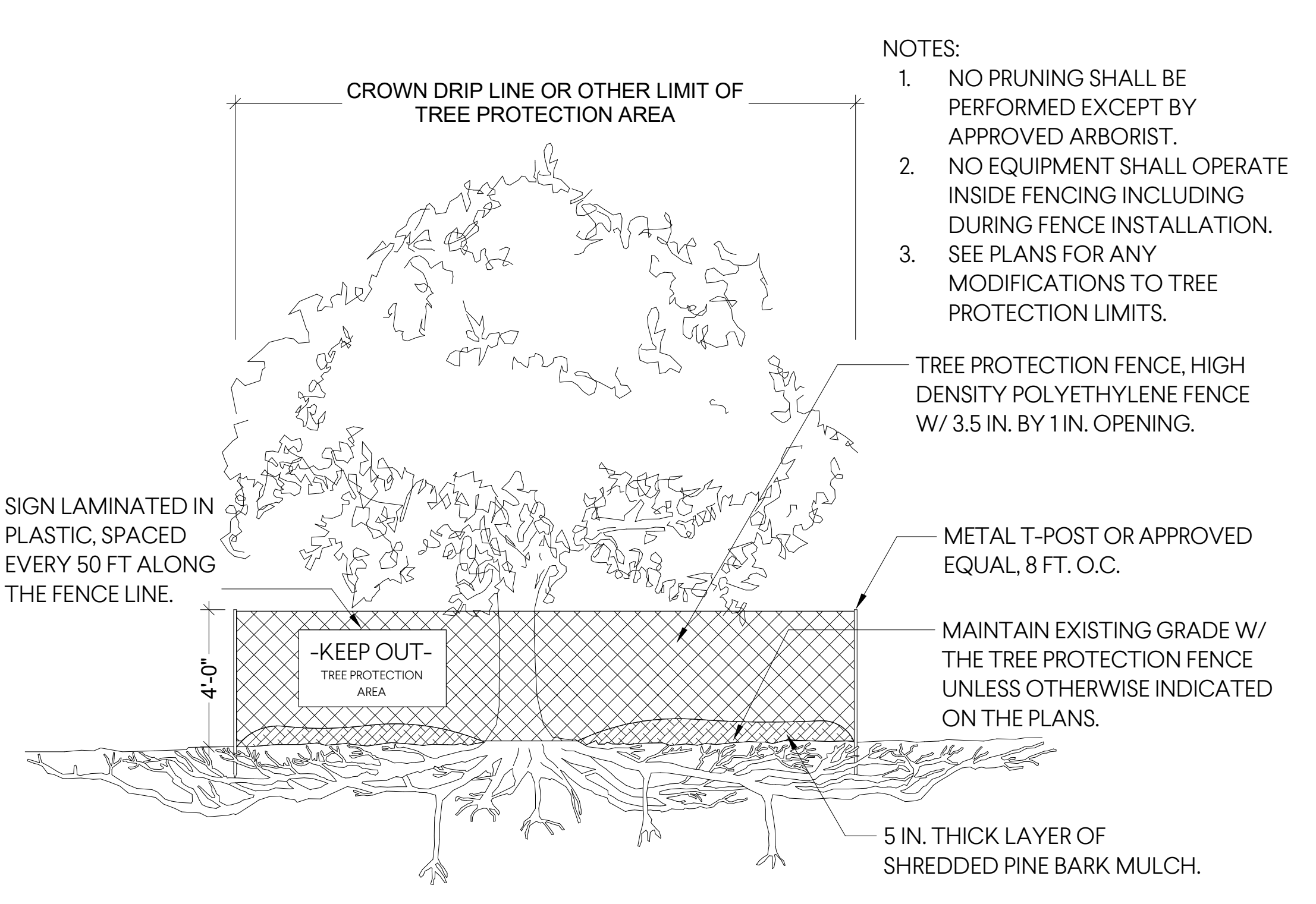
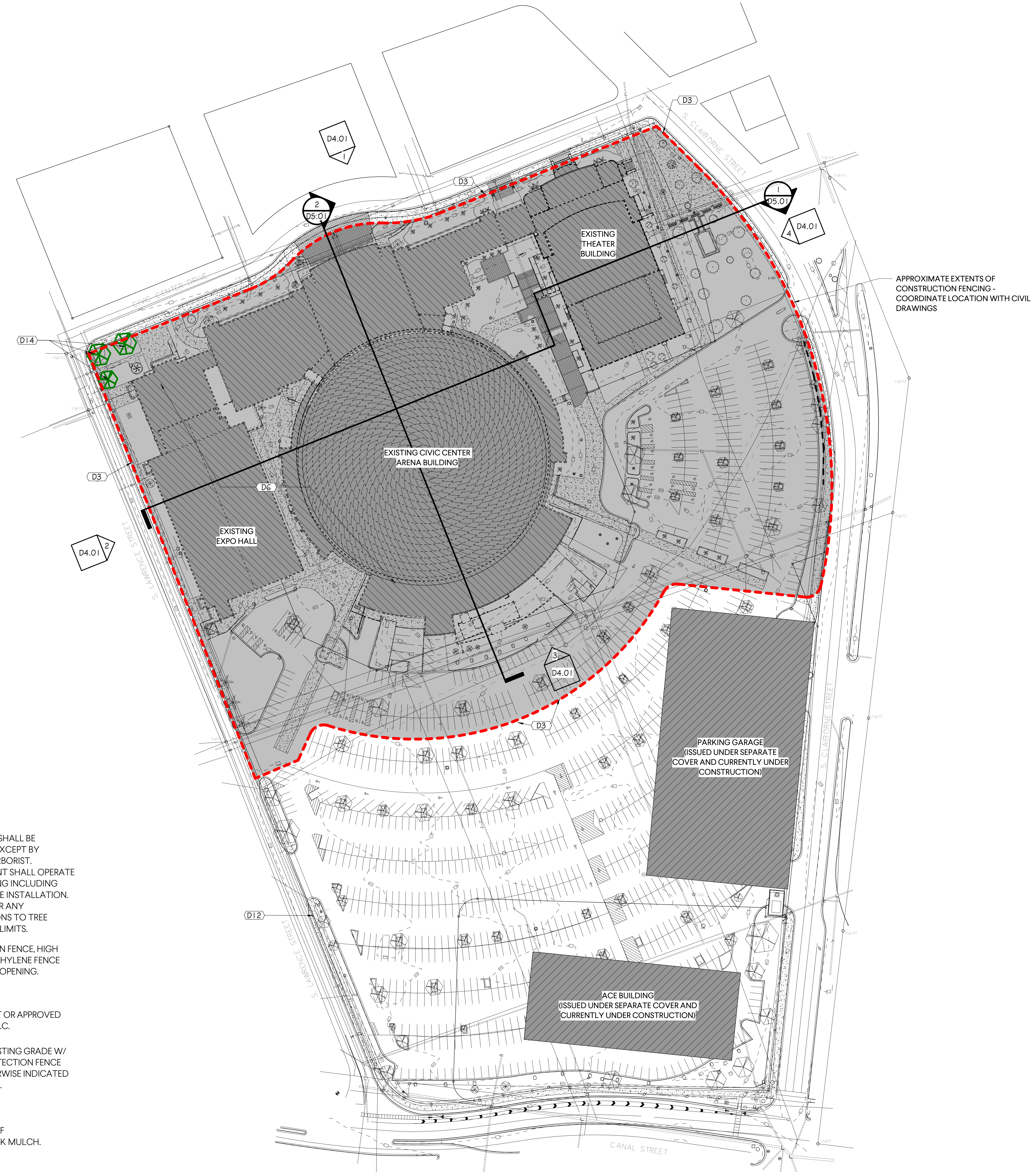
HAZARDOUS MATERIALS
Thompson Engineering
2970 Cottage Hill Road, Ste. 190
Mobile, AL 36606

MOBILE CIVIC CENTER - DEMOLITION PACKAGE
401 CIVIC CENTER DRIVE
MOBILE, AL 36602
GMC # AM082017

OVERALL DEMOLITION - ARCHITECTURAL SITE PLAN
D0.12

KEY NOTES	
KEY	KEYNOTE
D3	Ø HIGH CONSTRUCTION FENCE BY CONTRACTOR; PROVIDE GATES FOR ACCESS TO SITE AS REQUIRED - REUSE WEST, NORTH AND EAST SIDE FENCES FOR NEW CONSTRUCTION. SOUTH FENCE TO BE TEMPORARY AND REMOVED FOLLOWING DEMOLITION.
D6	CONTRACTOR SHALL PROVIDE AND INSTALL FINE GRADING, SEEDING AND SOD THIS AREA FOLLOWING DEMOLITION - FOR LIMITS OF SEED AND SODDING - REFERENCE CIVIL DRAWINGS
D12	EXISTING BUS STOP SHALL REMAIN IN PLACE AND REMAIN IN OPERATION.
D14	THE EXISTING HERITAGE TREES IN THIS AREA SHALL BE PROTECTED.

- GENERAL NOTES - DEMOLITION**
- DO NOT SCALE DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS RESULTING FROM THE SCALING OF DRAWINGS. PRIOR TO BID, THE CONTRACTOR SHALL REVIEW THE ENTIRE SET OF CONTRACT DOCUMENTS. IF ANY DISCREPANCIES ARE FOUND THE CONTRACTOR SHALL OBTAIN CLARIFICATION IN WRITING FROM THE ARCHITECT BEFORE CONTINUING WITH BID TAKE-OFFS.
 - GENERAL CONTRACTOR SHALL COORDINATE THE ENTIRE SET OF CONTRACT DOCUMENTS AND SHALL NOTIFY THE ARCHITECT IMMEDIATELY IF THERE ARE ANY DISCREPANCIES PRIOR TO SUBMITTING A BID. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS RESULTING FROM NOT COORDINATING THE ENTIRE SET OF CONTRACT DOCUMENTS.
 - THE DEMOLITION DRAWINGS ARE DIAGRAMMATIC IN NATURE AND SHOWN FOR GENERAL LAYOUT PURPOSES ONLY. DIMENSIONS SHOWN (IF ANY) ON THE DRAWINGS ARE APPROXIMATE. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS, DIMENSIONS, EXISTING IMPROVEMENTS, ETC., PRIOR TO BID. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT.
 - AREAS OF DEMOLITION ARE APPROXIMATE. GENERAL CONTRACTOR TO COORDINATE DEMOLITION WITH EXISTING CONDITIONS.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REQUIRED SHORING AND STABILIZATION REQUIREMENTS OF THE EXISTING BUILDING UNTIL ALL DEMOLITION, EXCAVATION AND BACKFILL ACTIVITIES HAVE CONCLUDED.
 - CONTRACTOR SHALL TAKE EVERY MEANS NECESSARY TO MAINTAIN EXISTING PARKING LOT ASPHALT PAVING OUTSIDE THE AREA OF WORK IN GOOD CONDITION DURING DEMOLITION ACTIVITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING OR REPLACING ANY DAMAGED AREAS AT NO COST TO THE OWNER.
 - THE CONTRACTOR SHALL PROTECT ALL EXISTING IMPROVEMENTS THAT ARE NOT TO BE DEMOLISHED INCLUDING BUT NOT LIMITED TO LANDSCAPING, DRIVEWAYS AND PARKING LOTS, CURBS, SIDEWALKS, SIGNAGE, UTILITIES, LIGHT FIXTURES, ELECTRICAL PANELS, ETC. DURING THE COURSE OF DEMOLITION UNLESS NOTED SPECIFICALLY FOR DEMOLITION. ANY DAMAGE CAUSED TO AREAS OUTSIDE THE SCOPE OF WORK SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND REPLACED AT NO COST TO THE OWNER.
 - EXISTING UTILITIES CURRENTLY SERVING THE BUILDING INCLUDING BUT NOT LIMITED TO WATER, GAS, SEWER, POWER, DATA, ETC. SHALL BE REMOVED AND CAPPED BACK TO DEMARCATION POINT AT STREET. COORDINATE METER REMOVAL WITH LOCAL UTILITY COMPANIES AND OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UNDERGROUND UTILITY LOCATIONS - CALL 811 BEFORE YOU DIG. TO REQUEST THAT THE APPROXIMATE LOCATION OF BURIED UTILITIES BE MARKED WITH PAINT OR FLAGS.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRAFFIC CONTROL, EROSION CONTROL AND BEST MANAGEMENT PRACTICES DURING DEMOLITION AND CONSTRUCTION ACTIVITIES AND FOR THE DURATION OF THE DEMOLITION PROJECT.
 - THE CONTRACTOR SHALL APPLY FOR ALL REQUIRED PERMITS INCLUDING BUT NOT LIMITED TO BUILDING DEMOLITION, ADEM, NPDES, ETC. CITY RELATED PERMITS WILL BE PAID BY CITY, AND ALL OTHER REQUIRED PERMITS SHALL BE PAID BY CONTRACTOR.
 - ALL DISPOSED MATERIALS SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL CODES, LAWS, AND ORDINANCES AND AUTHORITIES HAVING JURISDICTION.
 - CONTRACTOR SHALL NOTIFY THE OWNER AND OR ARCHITECT A MINIMUM OF 72 HOURS PRIOR TO ANY DISRUPTION OF POWER OR OTHER UTILITIES.
 - ALL HAZARDOUS MATERIALS SHALL BE REMEDIATED, REMOVE AND DISPOSED OF IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL LAWS. SEE SPECIFICATIONS FOR HAZARDOUS MATERIALS SURVEYS AND REPORTS.
 - ELEMENTS OR PORTIONS OF ELEMENTS TO BE REMOVED ARE SHOWN DASHED. REFER TO KEY NOTES FOR ADDITIONAL CLARIFICATION FOR PARTIALLY REMOVED ELEMENTS.
 - VERIFY EXISTING CONDITIONS OF SPACE PRIOR TO DEMOLITION WORK.
 - REFER TO MECHANICAL, PLUMBING, AND ELECTRICAL DOCUMENTS FOR REMOVAL AND CAPPING OF SERVICES FOR ITEMS SHOWN TO BE REMOVED.
 - REMOVE ALL EQUIPMENT, ACCESSORIES AND DEVICES UNLESS NOTED OTHERWISE.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR SECURITY OF BUILDING CONTENTS TO BE SALVAGED OR PROTECTED, AS WELL AS DEMOLITION MATERIALS AND EQUIPMENT STORED ON SITE DURING DEMOLITION.
 - EXISTING CONSTRUCTION TO REMAIN SHALL BE PROTECTED DURING DEMOLITION AND NEW WORK CONSTRUCTION ACTIVITIES. PROTECT EXISTING FLOORING AND FINISHES TO REMAIN.
 - CONTRACTOR TO REMOVE ALL PIPING, DUCT, WIRING CONDUIT AND/OR ANCHORS COMPLETELY.
 - MECHANICAL:** EXISTING MECHANICAL SYSTEMS CURRENTLY SERVING ALL BUILDINGS SHALL BE DEMOLISHED.
 - ELECTRICAL:** EXISTING ELECTRICAL SYSTEMS CURRENTLY SERVING ALL BUILDINGS SHALL BE DEMOLISHED BACK TO THE UTILITY POINT OF DEMARCATION / SERVICE. COORDINATE METER REMOVAL AND ANY EXTERIOR DEMOLITION WORK WITH LOCAL UTILITY COMPANIES AND OWNER. REFER TO CIVIL DRAWINGS FOR ALL EXTERIOR DEMOLITION SCOPE OF UTILITIES.
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GMC

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ISSUE	DATE
FOR PERMIT AND DEMOLITION	05/20/2024

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CHECKED BY: GJH

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251.648.4011

HAZARDOUS MATERIALS
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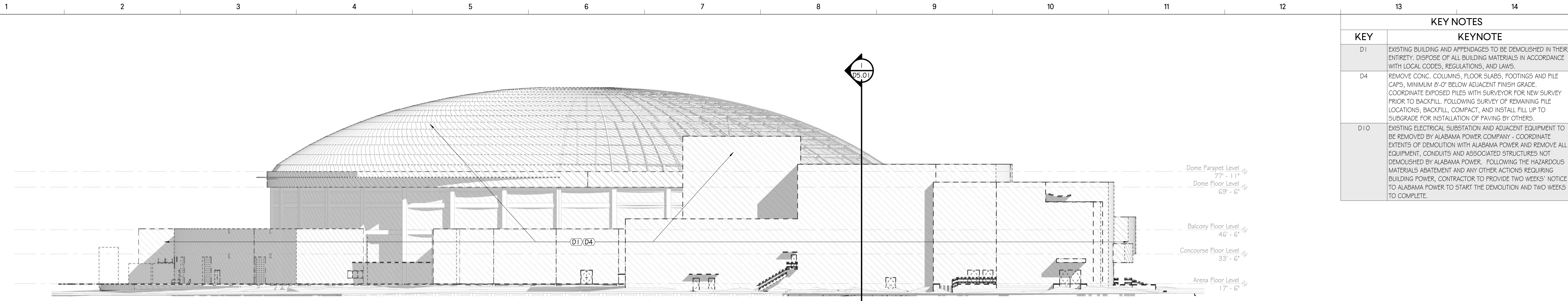
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401 CIVIC CENTER DRIVE
MOBILE, AL 36602

GMC # AM082017

OVERALL HERITAGE TREE PROTECTION SITE PLAN

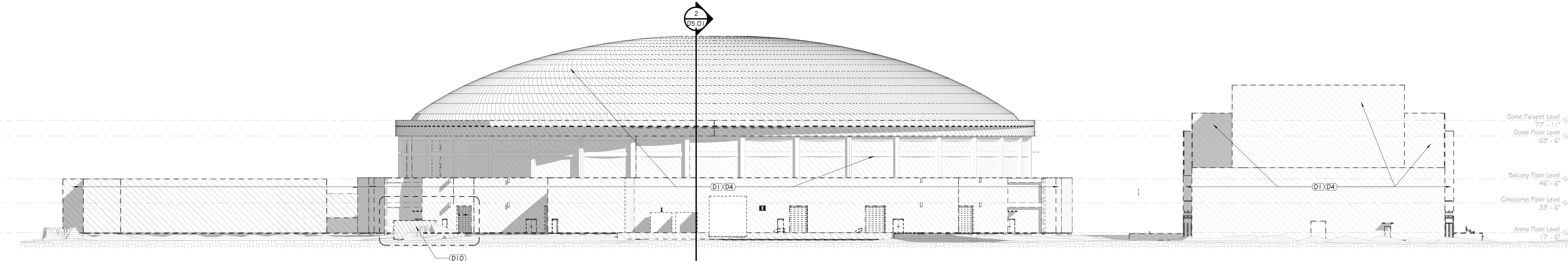
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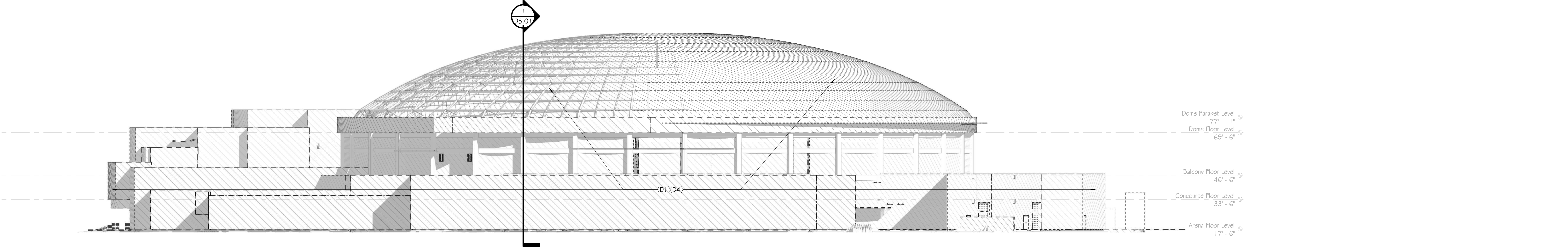


4 EXTERIOR ELEVATION - DEMOLITION
SCALE: 1" = 20'-0"

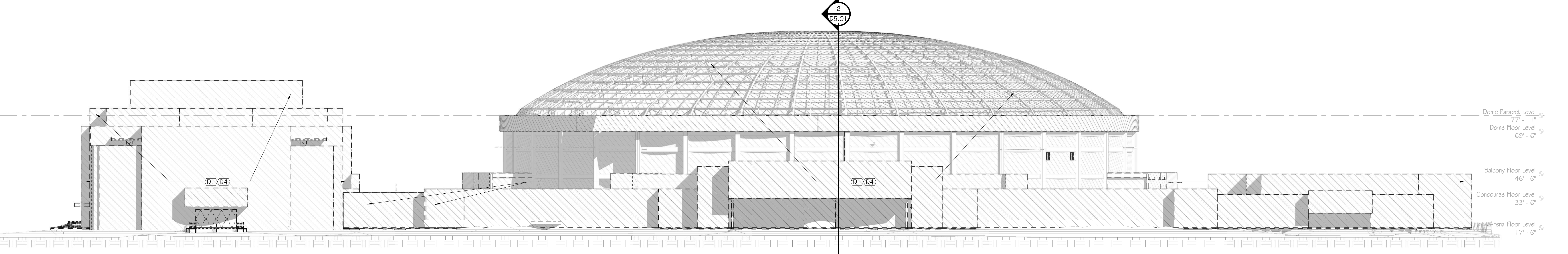
KEY NOTES	
KEY	KEYNOTE
D1	EXISTING BUILDING AND APPENDAGES TO BE DEMOLISHED IN THEIR ENTIRETY. DISPOSE OF ALL BUILDING MATERIALS IN ACCORDANCE WITH LOCAL CODES, REGULATIONS, AND LAWS.
D4	REMOVE CONC. COLUMNS, FLOOR SLABS, FOOTINGS AND PILE CAPS, MINIMUM 8'-0" BELOW ADJACENT FINISH GRADE. COORDINATE EXPOSED PILES WITH SURVEYOR FOR NEW SURVEY PRIOR TO BACKFILL. FOLLOWING SURVEY OF REMAINING PILE LOCATIONS, BACKFILL, COMPACT, AND INSTALL FILL UP TO SUBGRADE FOR INSTALLATION OF PAVING BY OTHERS.
D10	EXISTING ELECTRICAL SUBSTATION AND ADJACENT EQUIPMENT TO BE REMOVED BY ALABAMA POWER COMPANY - COORDINATE EXTENTS OF DEMOLITION WITH ALABAMA POWER AND REMOVE ALL EQUIPMENT, CONDUITS AND ASSOCIATED STRUCTURES NOT DEMOLISHED BY ALABAMA POWER. FOLLOWING THE HAZARDOUS MATERIALS ABATEMENT AND ANY OTHER ACTIONS REQUIRING BUILDING POWER, CONTRACTOR TO PROVIDE TWO WEEKS' NOTICE TO ALABAMA POWER TO START THE DEMOLITION AND TWO WEEKS TO COMPLETE.



3 EXTERIOR ELEVATION - DEMOLITION
SCALE: 1" = 20'-0"



2 EXTERIOR ELEVATION - DEMOLITION
SCALE: 1" = 20'-0"



1 EXTERIOR ELEVATION - DEMOLITION
SCALE: 1" = 20'-0"

GMC

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GMCNETWORK.COM

ISSUE	DATE
FOR PERMIT AND DEMOLITION	05/20/2024

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 713.630.7300

MEFP ENGINEER
 Henderson Engineers
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 Kansas City, MO 64108
 816.663.8700

CIVIL ENGINEER
 Driven Engineering
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 Semmes, AL 36575-8445
 251.648.4011

HAZARDOUS MATERIALS
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 2970 Cottage Hill Road, Ste. 190
 Mobile, AL 36606

MOBILE CIVIC CENTER - DEMOLITION PACKAGE
 401 CIVIC CENTER DRIVE
 MOBILE, AL 36602
 GMC # AMOB20117

ELEVATIONS / PHOTOS
D4.01

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FOR REFERENCE ONLY

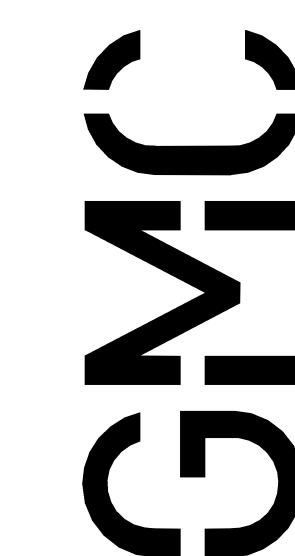


FOR REFERENCE ONLY - OVERALL PRELIMINARY SITE DEVELOPMENT PLAN - NEED NOT BE BUILT
 SCALE: 1" = 60'-0"

FOR REFERENCE ONLY

KEY NOTES

KEY	KEYNOTE
D6	FUTURE SITE DEVELOPMENT TO BE ISSUED UNDER SEPARATE CONTRACT



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ISSUE DATE
FOR PERMIT AND DEMOLITION 05/20/2024

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OVERALL PRELIMINARY SITE DEVELOPMENT PLAN - FOR REFERENCE ONLY

D9.01

GMC # AM0823017

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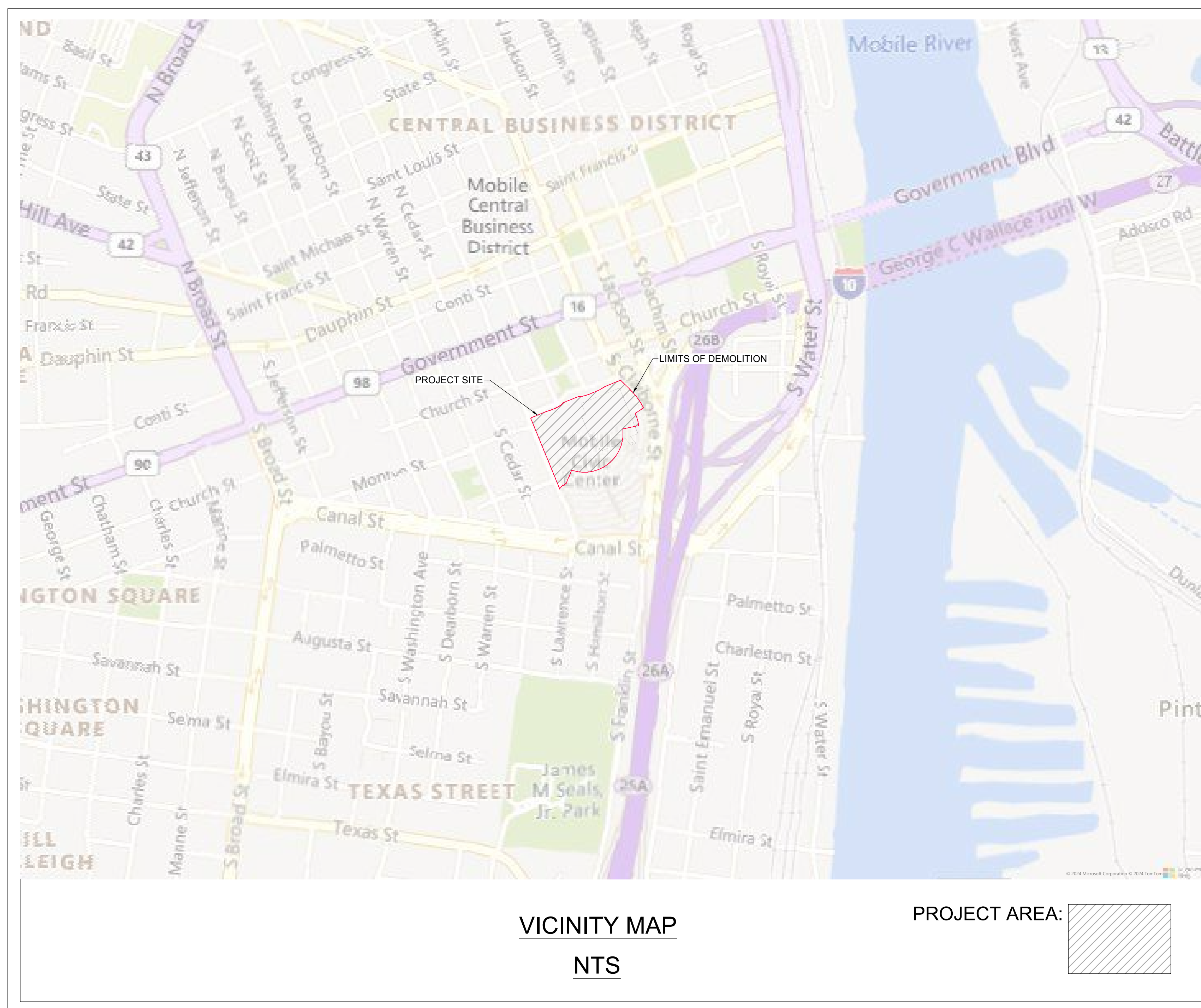
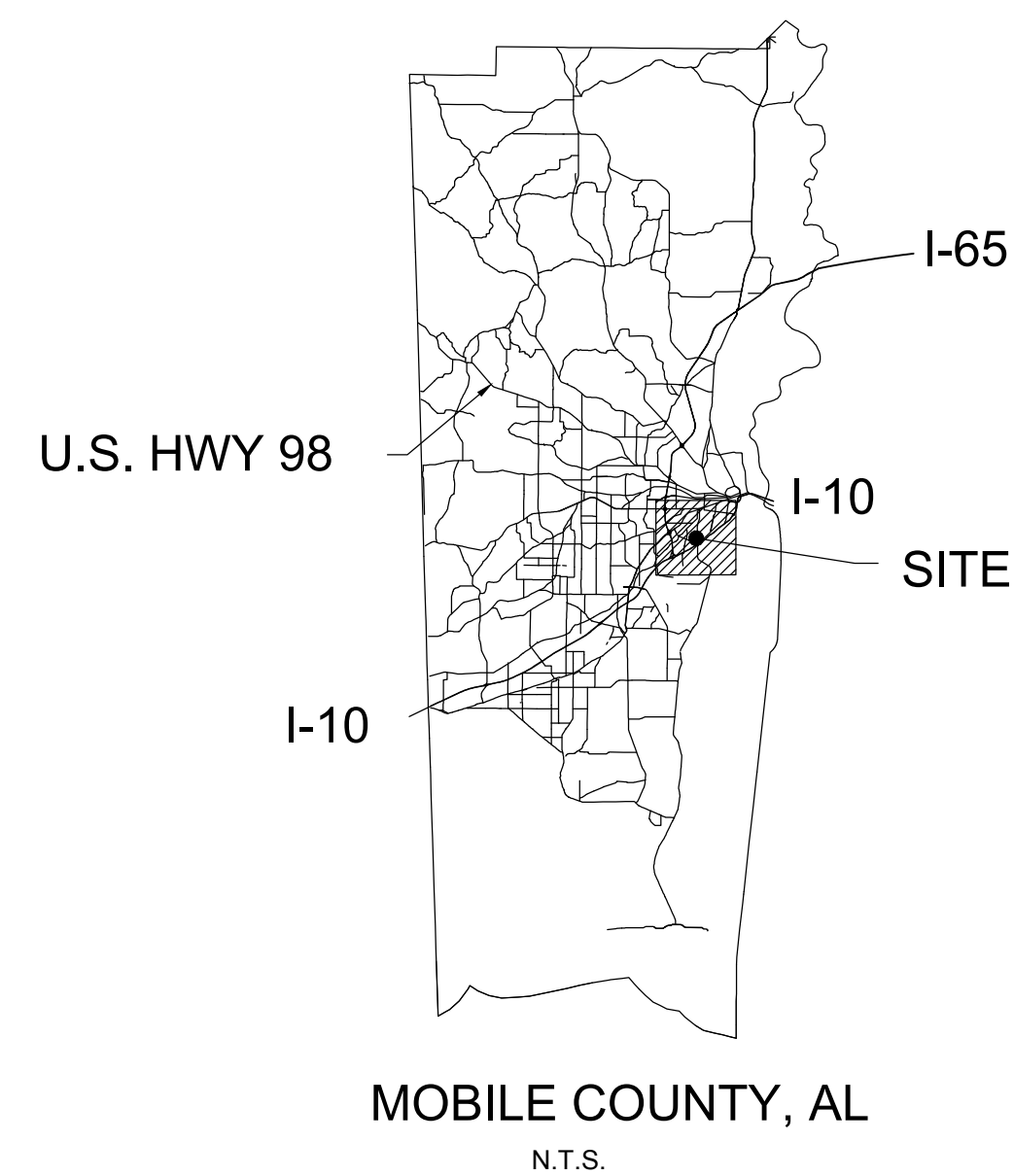
CITY OF MOBILE, AL

401 CIVIC CENTER DRIVE

CIVIL DEMOLITION PACKAGE

CITY OF MOBILE PROJECT NO. CC-034D-22

GMC PROJECT NO. AMOB230117



VICINITY MAP
NTS

PROJECT AREA:
NTS

SHEET INDEX	
Sheet Number	Sheet Title
C1.00	COVER SHEET
C1.01	NOTES AND DETAILS
C2.00	GENERAL AT GRADE REMOVAL AND DEMO ZONE 1
C3.00	GENERAL AT GRADE REMOVAL AND DEMO ZONE 2
C4.00	GENERAL AT GRADE REMOVAL AND DEMO ZONE 3
C5.00	STORM DRAIN REMOVAL AND DEMO ZONE 1
C6.00	STORM DRAIN REMOVAL AND DEMO ZONE 2
C7.00	STORM DRAIN REMOVAL AND DEMO ZONE 3
C8.00	WATER AND SEWER DEMO ZONE 1
C9.00	WATER AND SEWER DEMO ZONE 2
C10.00	WATER AND SEWER DEMO ZONE 3
C11.00	NATURAL GAS, ELECTRICAL, AND COMMUNICATIONS DEMO ZONE 1
C12.00	NATURAL GAS, ELECTRICAL, AND COMMUNICATIONS DEMO ZONE 2
C13.00	NATURAL GAS, ELECTRICAL, AND COMMUNICATIONS DEMO ZONE 3
C14.00	GRADING AND DRAINAGE ZONE 1
C15.00	GRADING AND DRAINAGE ZONE 2
C16.00	GRADING AND DRAINAGE ZONE 3



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Call before you dig.

Dig Safety. Alabama Call

UNDERGROUND UTILITY LOCATIONS SHOWN ARE APPROXIMATE AND ARE BASED ON INFORMATION PROVIDED. THE UTILITIES SHOWN MAY NOT BE A COMPLETE REPRESENTATION OF ALL UTILITY LINES IN THE PROJECT AREA. CONTRACTOR IS REQUIRED TO CONTACT ALABAMA ONE CALL PRIOR TO DIGGING (1-800-292-8829) (WWW.AL1CALL.COM). OTHER UTILITIES INCLUDING PRIVATE UTILITIES OUTSIDE A PUBLIC RIGHT-OF-WAY THAT DO NOT PARTICIPATE IN THE ALABAMA ONE CALL LINE LOCATION SERVICE NEED TO BE CONTACTED INDIVIDUALLY AND/OR PHYSICALLY LOCATED BY THE CONTRACTOR.

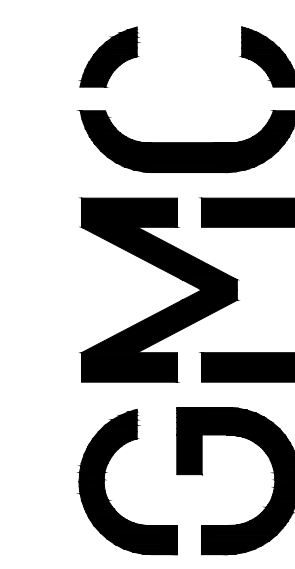
UTILITY OWNERS		
TELEPHONE AT&T Mike Smith 2155 Old Shell Rd Mobile, AL 36607 Business: (251)471-9442 Fax: (251)471-8267 Cell: (251)591-6630 ms5547@att.com	WATER & SEWER MAWSS Alan Tyne 4725 Moffett Rd Mobile, AL 36618 Business: (251)694-3155 Fax: (251)694-0412 atyne@maawss.com rromax@maawss.com estoban@maawss.com	POWER Alabama Power Company Luis McElroy Special Project Engineer 150 St. Joseph St. PO Box 2247 Mobile, AL 36602 Business: (251)694-2008 Cell: (251)910-1719 lmcncrph@southernco.com
TELEPHONE Lumen (formerly Century Link) Jim Parsons 1751 Industrial Pkwy Foley, AL 36535 Office: (678)443-1203 Cell: (678)526-3767 jim.parsons@lumen.com	GAS Spire Mr. Jacob Huffstutter 2828 Dauphin St. Mobile, AL 36606 Office: (251)450-4624 Fax: (251)450-4758 Cell: (251)234-1781 Jacob.huffstutter@spireenergy.com	CABLE Comcast Cablevision Donna Little 3248 Springhill Ave. Mobile, AL 36607 Business: (256)716-9265 Cell: (251)295-5334 donna_little@cable.comcast.com
TELEPHONE C Spire Brett Boling 1018 Highland Colony Pkwy Ridgeland, MS 39157 Cell: (601)624-4578 bboling@cspsire.com	ELECTRIC City of Mobile Electric Dept. Jennifer White 854 Gayle Street Mobile, AL 36604 Office: 252-208-2840	

Dwight D. Warren

SUBMITTED BY: DWIGHT D. WARREN, P.E., ALABAMA REG. NO. 11283-E

June 6, 2024

DATE:



Goodwyn Mills Cowood, LLC
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 Mobile, AL 36602
 T 251.460.4006
 G M C N E T W O R K . C O M

ISSUE DATE	FOR PERMIT & DEMOLITION
05/30/2024	
06/06/2024	

ASSOCIATE ARCHITECT
 Populous
 4800 Main Street, Suite 300
 Kansas City, MO 64112
 816.221.1500

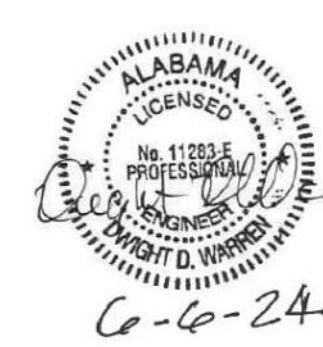
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 Semmes, AL 36575-6445
 251.649.4011

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 401 CIVIC CENTER DRIVE
 MOBILE, AL 36602
 AGENCY 2# [000000]
 AGENCY 1# [000000]
 GMC # AMOB230117

WHETHER SCREENING TESTS OR OBSERVATION AND THESE SOMETIMES ARE NOT FISHY, YOUR CONTRACTOR HAS BEEN COMPENSATED WITH A LOW QUALITY SYSTEM. YOU CAN BE SOME THAT WHO HAVE A HIGH QUALITY PRINT OR COPY IF YOU CAN SEE THE DRIVEN ENGINEERING INC. LOOK BEHIND THE TEXT IN THIS BOX.



Driven Engineering, Inc.
 805 Morris Hill Road
 Semmes, AL 36575
 (251) 649-4011 office
 (251) 645-0971 fax
 www.drivenengineering.com

DRIVEN ENGINEERING PROJECT NO. 24019

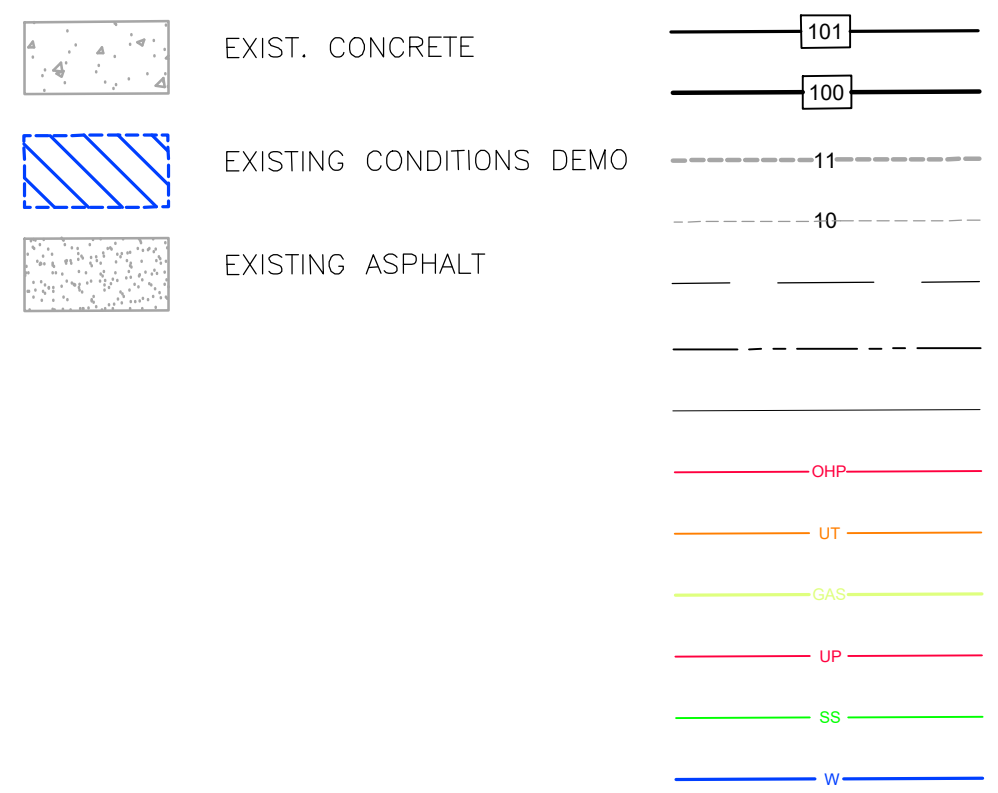
SHEET INDEX
 COVER SHEET
 C1.00

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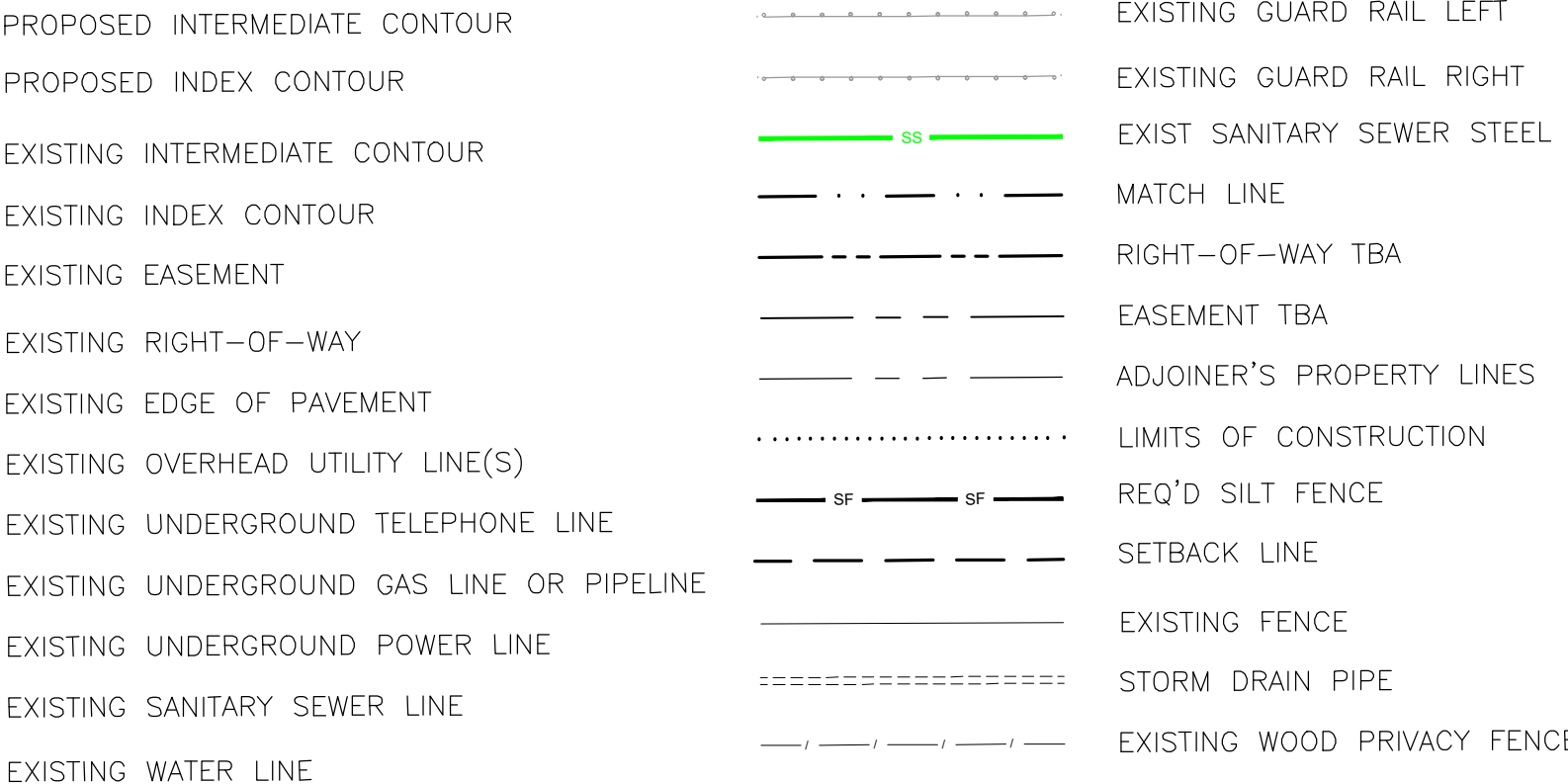
GENERAL PROJECT NOTES:

- STANDARD SPECIFICATIONS FOR STREETS AND DRAINAGE: REFERENCE IS MADE TO THE ALABAMA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION", 2022 EDITION. ALL PROVISIONS OF SAID STANDARD SPECIFICATIONS SHALL APPLY TO THIS CONTRACT AND ARE HEREBY MADE A PART OF THIS CONTRACT, EXCEPT WHERE THE PROVISIONS HEREON ARE CLEARLY IN CONFLICT WITH THE PROVISIONS OF SAID STANDARD SPECIFICATIONS, THE PROVISIONS HEREON AND THE PLANS SHALL GOVERN.
- THE CONTRACTOR IS TO FIELD VERIFY ALL DIMENSIONS, ELEVATIONS, AND CONDITIONS PRIOR TO CONSTRUCTION OR FABRICATION.
- THESE DRAWINGS SHALL BE USED IN CONJUNCTION WITH THE DRAWINGS OF ALL OTHER DISCIPLINES AND ANY APPLICABLE SPECIFICATIONS PROVIDED FOR THIS PROJECT. CONTRACTOR IS DIRECTED TO NOTIFY THE ENGINEER OR RECORD IMMEDIATELY IF ANY CONFLICT IS FOUND IN THESE PLANS AND/OR BETWEEN THESE PLANS OF OTHER DISCIPLINES FOR THIS PROJECT.
- WHERE A DETAIL IS SHOWN FOR ONE CONDITION, IT SHALL APPLY FOR ALL LIKE OR SIMILAR CONDITIONS EVEN THOUGH NOT SPECIFICALLY CALLED FOR ON THE DRAWINGS.
- ALL UNPAVED AREAS THAT HAVE BEEN GRADED, CUT, OR FILLED SHALL BE TREATED WITH A SUITABLE COMMERCIAL FERTILIZER IN ACCORDANCE WITH ALABAMA DEPARTMENT OF TRANSPORTATION 2023 STANDARD SPECIFICATIONS, AND SEEDED WITH A MIXTURE TO SUIT THE PLANTING ZONE (SS 2.23) AND DATE OF PLANTING (880.03) PER ALABAMA DEPARTMENT OF TRANSPORTATION 2022 STANDARD SPECIFICATIONS. A FIRM STAND OF PERMANENT GRASS WILL BE REQUIRED.
- ALL CONCRETE USED ON THE PROJECT SHALL BE 3000 PSI MINIMUM COMPRESSIVE STRENGTH REQUIRED IN 28 DAYS, UNLESS SPECIFICATIONS REQUIRE CONCRETE OF GREATER STRENGTH.
- UNDERGROUND UTILITY LOCATIONS SHOWN ARE APPROXIMATE AND ARE BASED ON INFORMATION PROVIDED. THE UTILITIES SHOWN MAY NOT BE A COMPLETE REPRESENTATION OF ALL UTILITY LINES IN THE PROJECT AREA. CONTRACTOR IS REQUIRED TO CONTACT ALABAMA ONE CALL PRIOR TO DIGGINGS (1-800-292-8525) (WWW.AL1CALL.COM). OTHER UTILITIES (INCLUDING PRIVATE UTILITIES INSIDE OR OUTSIDE A PUBLIC RIGHT-OF-WAY) THAT DO NOT PARTICIPATE IN THE ALABAMA ONE CALL LINE LOCATION SERVICE NEED TO BE CONTACTED INDIVIDUALLY AND/OR PHYSICALLY LOCATED BY THE CONTRACTOR.
- ALL ROUND REINFORCED CONCRETE PIPE USED WITHIN THE CITY, COUNTY OR STATE RIGHT-OF-WAY MUST BE CLASS 3 WITH RUBBER GASKETS. ALL ARCH REINFORCED CONCRETE PIPE USED WITHIN COUNTY OR STATE RIGHT-OF-WAY MUST BE CLASS 3 WITH RAIN-NEK MASTIC GASKETS.
- THE WORD OF THE ENGINEER AND/OR INSPECTOR SHALL BE FINAL IN ANY MATTER.
- SUB-GRADE AND BASE SHALL BE COMPACTED TO THE REQUIREMENTS OF ALABAMA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, UNLESS OTHERWISE NOTED.
- THE CONTRACTOR WILL BE RESPONSIBLE FOR PROPER COMPACTION ON ANY AND ALL UTILITY DITCHES.
- ALL FILL AND EMBANKMENT CONSTRUCTION SHALL BE COMPACTED AS REQUIRED IN LAYERS NOT TO EXCEED 8".
- ALL SUITABLE EXCESS UNCLASSIFIED EXCAVATION IS TO BE UTILIZED FOR CONSTRUCTION OF EMBANKMENTS AND SLOPES NOT DIRECTLY UNDER THE TRAVEL WAY OR PARKING AREAS PRIOR TO USING ANY OFFSITE BORROW EXCAVATION. AFTER CONSTRUCTION OF SUCH AREAS IS COMPLETED, EXCAVATION SHALL BE SPREAD AS DIRECTED BY THE ENGINEER, OR AT THE ENGINEER'S DISCRETION, HAULED FROM THE SITE AT NO ADDITIONAL PAYMENT.
- ALL SEDIMENT CONTROL DEVICES SHALL BE CONSTRUCTED AND FULLY FUNCTIONING PRIOR TO ANY OTHER CONSTRUCTION OR GRADING ACTIVITY.
- ALL SLOPES MUST BE STABILIZED AS SOON AS POSSIBLE TO PREVENT EXCESSIVE EROSION.
- THE SITE IS LOCATED IN SEC. 28, TOWNSHIP 35, RANGE 2W, MOBILE COUNTY (AL).
- PRELIMINARY SOILS TESTING AND ON-SITE CONSTRUCTION MATERIALS TESTING IS (TO BE) PERFORMED BY AN INDEPENDENT GEOTECHNICAL ENGINEER.
- ALL MATERIALS SHALL BE NEW UNLESS USED OR SALVAGED MATERIALS ARE AUTHORIZED BY THE OWNER.
- HIGH INTENSITY LIGHTING FACILITIES SHALL BE SO ARRANGED THAT THE SOURCE OF ANY LIGHT IS CONCEALED FROM PUBLIC VIEW AND FROM ADJACENT RESIDENTIAL PROPERTY AND DOES NOT INTERFERE WITH TRAFFIC.
- CONTRACTOR IS PROHIBITED FROM DISTURBING SITE AREAS OUTSIDE THE CONSTRUCTION LIMITS SHOWN ON THE PLANS WITHOUT PRIOR APPROVAL FROM THE ENGINEER. STAGING AREAS OUTSIDE THE CONSTRUCTION LIMITS, PILES OF DIRT, AND OTHER BARE AREAS ARE TO BE COVERED AS DIRECTED BY THE ENGINEER. ANY AREAS DISTURBED OUTSIDE THE CONSTRUCTION LIMITS WILL BE REPAIRED AND COVERED WITH A FIRM STAND OF GRASS BEFORE FINAL PAYMENT AND FINAL ACCEPTANCE OF THE PROJECT AT NO ADDITIONAL COST TO THE PROJECT OWNER IF GRASS WILL NOT GROW ON THE SUBJECT AREA DUE TO POOR WEATHER CONDITIONS. THE CONTRACTOR AGREES TO PLACE SOIL ON THE AREA TO PREVENT EXCESS BARE AREAS FROM CONTRIBUTING SEDIMENT EROSION TO THE AREAS OF THE SITE THAT ARE UNDER CONSTRUCTION.
- CONTRACTOR IS REQUIRED TO USE "BEST MANAGEMENT PRACTICES" COMPLIANT WITH THE "ALABAMA HANDBOOK FOR EROSION CONTROL AND STORMWATER MANAGEMENT ON CONSTRUCTION SITES AND URBAN AREAS", ALABAMA SOIL AND WATER CONSERVATION COMMISSION, MONTGOMERY, ALABAMA, VOLUMES 1 & 2, 2022 EDITION, TO PREVENT SEDIMENT LADEN STORM WATER RUNOFF OR ERODED MATERIALS FROM LEAVING THE CONSTRUCTION SITE.
- ALL MATERIALS AND WORKMANSHIP WITHIN A STATE OR COUNTY RIGHT-OF-WAY SHALL CONFORM TO THE ALABAMA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2022 EDITION.
- CONTRACTOR MUST PROVIDE A RIGHT-OF-WAY CONSTRUCTION BOND.
- CONTRACTOR MUST OBTAIN A RIGHT-OF-WAY PERMIT PRIOR TO PERFORMING WORK IN THE RIGHT OF WAY.
- CONTRACTOR MUST PAY FOR AND PROVIDE ANY STORM SEWER VIDEO THAT MAY BE REQUIRED BY THE CITY.
- THE TREES INDICATED ARE TO BE PRESERVED. THE CONTRACTOR IS DIRECTED TO EXERCISE EXTREME CAUTION WHEN WORKING NEAR THESE TREES. NO VEHICLES OR HEAVY EQUIPMENT SHALL BE PARKED OR STORED UNDER THE CANOPY OF THESE TREES. WHEN SUBGRADE IS EXCAVATED IN THE ROOT ZONE OF THESE TREES, ROOTS ARE TO BE SAWS NOT RIPPED WITH HEAVY EQUIPMENT SUCH AS BACKHOE BUCKETS. NO METHOD OF ROOT REMOVAL WILL BE DONE BY ANY METHOD THAT WOULD RESULT IN ANY DISPLACEMENT OF ROOTS THAT ARE TO REMAIN.
- TOP OF INLETS SHOULD BE BUILT TO SIZE SHOWN WITH BOTTOM FLARED TO PIPE DIAMETER PLUS 1'-0". THIS EXTRA WIDTH OF BOTTOM IS TO BE CARRIED ABOVE PIPE BEFORE TAPERING BACK TO SIZE OF TOP.
- ALL BRICK WALLS SHALL BE PLASTERED INSIDE AND OUTSIDE WITH A 1/2" COAT OF 1:2 CEMENT/SAND MORTAR.
- EQUAL SUBSTITUTE CASTINGS MAY BE USED IF APPROVED BY THE ENGINEER.
- INLETS, MANHOLES AND JUNCTION BOXES OVER 4 FEET DEEP ARE TO HAVE STEPS. FOR LADDER BAR AND POLYETHYLENE STEP DETAILS REFER TO ALDOT SPECIAL DRAWING NO. 1621 (SHEET 2 OF 4), INDEX NO. 607
- LIDS TO INLETS AND JUNCTION BOXES MUST BE PLACED SO THAT STEPS ARE ACCESSIBLE. STEPS THAT ARE INACCESSIBLE ARE SUFFICIENT CAUSE TO REQUIRE REPLACEMENT OF SOME OR ALL OF THE SUBJECT STRUCTURE.

PATTERNS



LINE TYPES



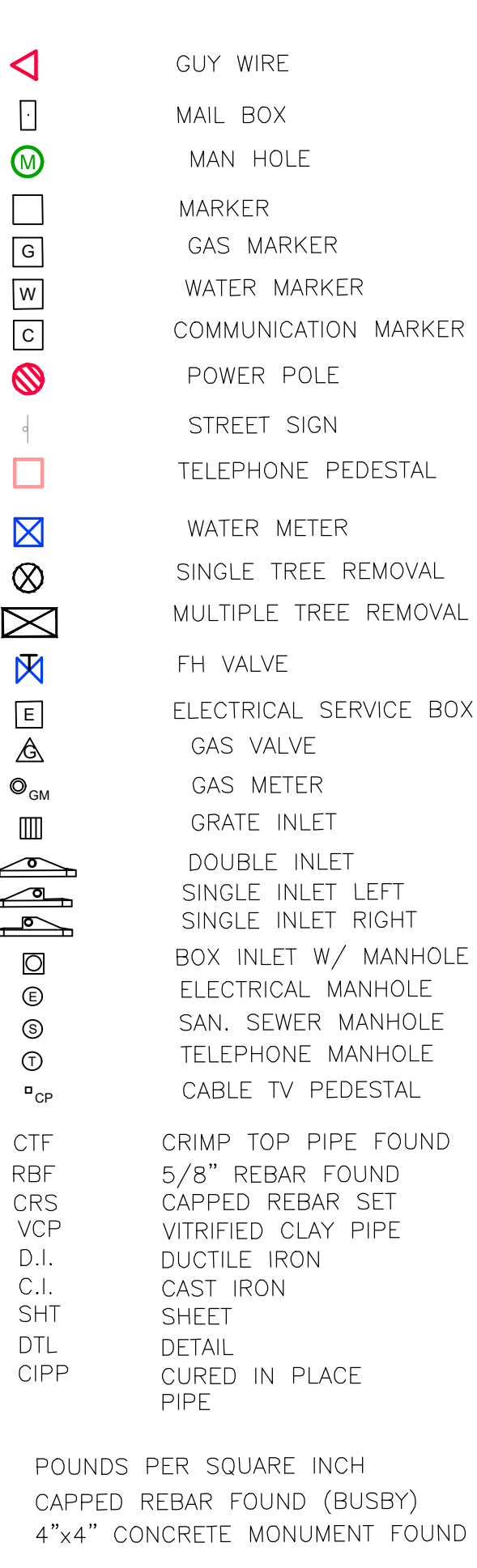
ABBREVIATIONS



ABBREVIATIONS

(A)	ACTUAL
(R)	RECORD
(D)	DEED CALL
(M)	FIELD MEASUREMENT
(P)	PLAT (UNRECORDED)
B.O.B.	BASIS OF BEARING
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R/O/W	RIGHT-OF-WAY
TEB	TO BE ACQUIRED
FFE	FINISHED FLOOR ELEVATION
PVC	POLYVINYL CHLORIDE PIPE
RC	REINFORCED CONCRETE
CSFFE	CORRUGATED SMOOTH FLOW POLYETHYLENE PIPE
LS	LUMP SUM
SY	SQUARE YARD
LF	LINEAR FOOT
EA	EACH
CY	CUBIC YARD
STA	STATION
GAL	GALLON
AC	ACRE
SF	SQUARE FOOT
LB	POUND
REQD	REQUIRED
EQP	EQUIPMENT
EX/EXIST	EXISTING
MIN	MINIMUM
BOP	BEGINNING OF PROJECT
TYP	TYPICAL
ELEV	ELEVATION
RET	RETAINED
FO	FIBER OPTIC CENTER LINE ON CENTER
O.C.	ON CENTER
WL	WATER LINE
BSF	BASE FLOOD ELEVATION
TBM	TEMPORARY BENCH MARK
MAINT.	MAINTENANCE
DEM(D)	DEMOLITION/DEMOLISHED
TEB	TO BE DETERMINED
R.O.W	RIGHT OF WAY
R/W	RIGHT OF WAY
@	AT
SYMM.	SYMMETRICAL
ASB	ASBESTOS
CMU	CONCRETE MASONRY UNIT

SYMBOLS

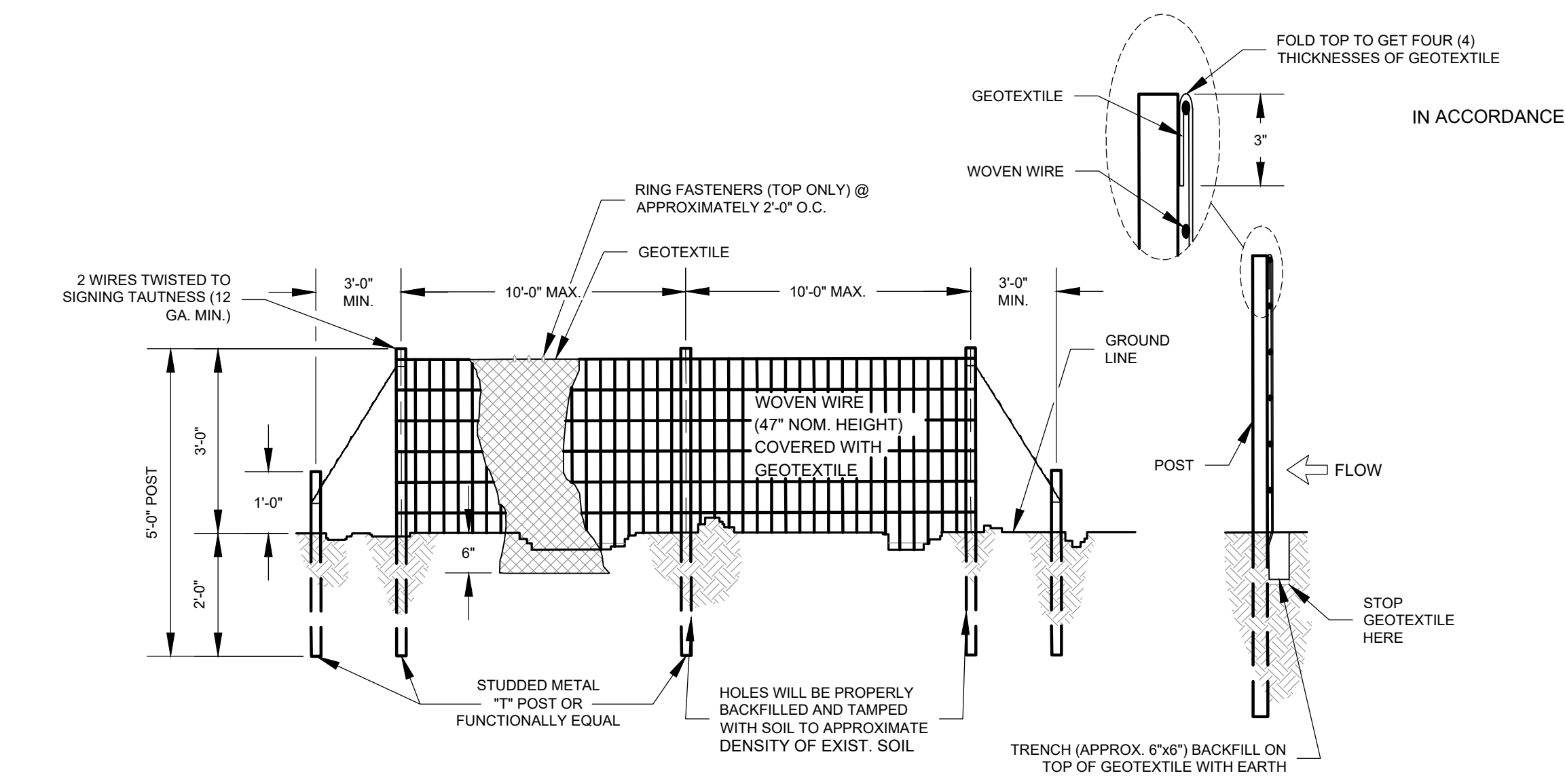


EROSION AND SEDIMENT CONTROL NOTES

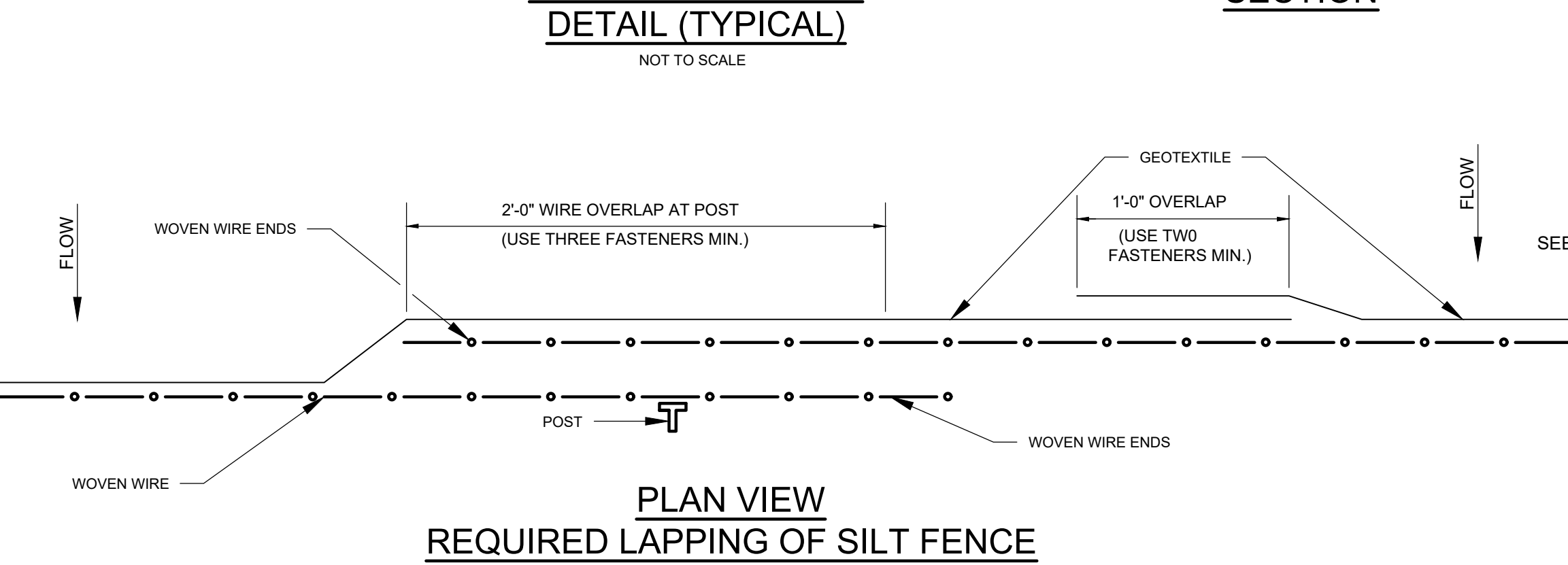
- EROSION AND SEDIMENT CONTROL MEASURES SHOWN ARE CONSIDERED TO BE THE MINIMUM ACCEPTABLE MEASURES. THE CONTRACTOR SHALL UTILIZE "BEST MANAGEMENT PRACTICES" AS NECESSARY TO PREVENT SEDIMENT LADEN STORMWATER RUNOFF OR ERODED MATERIALS FROM LEAVING THE CONSTRUCTION SITE. THE CONTRACTOR SHALL MAINTAIN AND REPAIR EROSION CONTROL MEASURES IN AN EXPEDITIOUS MANNER AFTER EACH RAINFALL EVENT AND INSPECT THEM TWICE WEEKLY IN THE EVENT OF NO RAINFALL. BEST MANAGEMENT PRACTICES (BMPs) ARE DEFINED AS: SCHEDULES OF ACTIVITIES, PROHIBITIONS OF PRACTICES, MAINTENANCE PROCEDURES, AND OTHER MANAGEMENT PRACTICES TO PREVENT OR REDUCE THE POLLUTION OF WATERS OF THE UNITED STATES. BMPs ALSO INCLUDE TREATMENT REQUIREMENTS, OPERATING PROCEDURES, AND PRACTICES TO CONTROL PLANT SITE RUNOFF, SPILLAGE OR LEAKS, SLUDGE OR WASTE DISPOSAL, OR DRAINAGE FROM RAW MATERIAL STORAGE. WITH REGARD TO CONSTRUCTION THESE MAY INCLUDE STRUCTURAL DEVICES OR NONSTRUCTURAL PRACTICES THAT ARE DESIGNED TO PREVENT POLLUTANTS FROM ENTERING WATER OR TO DIRECT THE FLOW OF WATER.
- TYP "AS SILT FENCE SHALL BE USED IN AREAS WHERE INDICATED OR AS DIRECTED BY THE ENGINEER.
- SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHALL BE ERRECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STREAMS AND CHANNELS.
- SILT FENCES SHALL BE IN PLACE PRIOR TO ANY CONSTRUCTION OPERATION. SILT FENCES SHALL BE CLEANED, SILT REMOVED, AND REPAIRED AS NECESSARY AS PART OF REQUIRED BMP MAINTENANCE.
- AFTER THE CONSTRUCTION AREA IS STABILIZED BY PAVING OR A FIRM STAND OF GRASS AND EROSION ACTIVITY CURTAILED, SILT FENCES SHALL BE REMOVED.
- STORM DRAIN INLETS SHALL BE PROTECTED FROM SEDIMENT ENTRY WITH SEDIMENT BARRIERS LIKE "SILT SAVER" (R) UNTIL THE SITE IS STABILIZED BY PAVING OR A FIRM STAND OF GRASS IS OBTAINED.
- CONTRACTOR IS REQUIRED TO STABILIZE DISTURBED AREAS WITH TEMPORARY GRASS OR SOIL STABILIZER IF AREAS WILL REMAIN UNDISTURBED FOR 18 DAYS OR LONGER.
- THE CONTRACTOR IS HEREBY DIRECTED TO PROVIDE SEDIMENT RUNOFF PROTECTION WHERE NECESSARY TO PREVENT SILT LADEN RUNOFF FROM ENTERING THE STREAMS NEAR THE PROPOSED PROJECT.
- GRASS GROUND COVER SHALL BE MAINTAINED UPON COMPLETION OF CONSTRUCTION.
- THE EROSION AND SEDIMENT CONTROL ITEMS SHOWN ON THE PLANS ARE PROVIDED AS A STARTING POINT FOR A COMPREHENSIVE SEDIMENT AND EROSION CONTROL PLAN TO BE IMPLEMENTED THROUGHOUT CONSTRUCTION. THE CONTRACTOR SHALL BE PREPARED TO ANTICIPATE AND ADJUST BEST MANAGEMENT PRACTICES AS NECESSARY THROUGHOUT CONSTRUCTION TO RESTRICT THE AMOUNT OF SILT LADEN RUNOFF LEAVING THE PROJECT.
- SEDIMENT & EROSION CONTROL ITEMS SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE FOLLOWING HANDBOOKS:
A) ALABAMA HANDBOOK FOR EROSION CONTROL, SEDIMENT CONTROL, AND STORM WATER MANAGEMENT ON CONSTRUCTION SITES AND URBAN AREAS.
B) EPA STORM WATER MANAGEMENT FOR CONSTRUCTION ACTIVITIES.
C) EPA GUIDANCE SPECIFIC MANAGEMENT MEASURES FOR SOURCES OF NON-POINT POLLUTION IN COASTAL WATERS.
D) AASHTO GUIDELINES FOR EROSION AND SEDIMENT CONTROL IN HIGHWAY CONSTRUCTION.
E) SOUTH ALABAMA REGIONAL PLANNING COMMISSION BEST MANAGEMENT PRACTICES FOR NON-POINT SOURCE RUNOFF CONTROL, MOBILE & BALDWIN COUNTIES, ALABAMA.
- UNLESS OTHERWISE SET FORTH IN CONTRACT DOCUMENTS WITH THE PROJECT OWNER, WHEN AN ADEM STORMWATER DISCHARGE PERMIT (NOTICE OF INTENT) HAS BEEN OBTAINED FOR THE SITE, THE CONTRACTOR SHALL INSTALL A RAIN GAUGE AT THE SITE AND MAINTAIN A WRITTEN DAILY LOG OF RAINFALL AMOUNTS AT THE SAME TIME EACH DAY. AT THE END OF EACH MONTH, THE CONTRACTOR MUST PROVIDE A COPY OF THAT MONTH'S RAINFALL RECORDS TO THE ENGINEER. THE RAIN GAUGE MUST BE INSTALLED AT THE TOP OF A POST PLACED AT LEAST 50' FROM TREES, BUILDINGS, OR OTHER OBJECTS THAT COULD IMPED THE FREE ENTRY OF RAINFALL INTO THE RAIN GAUGE. THE CONTRACTOR MUST NOTIFY THE ENGINEER WITHIN 8 HOURS OF RECORDING ANY DAILY RAINFALL AMOUNT EXCEEDING 0.75". THE CONTRACTOR SHALL POST THE NOTICE OF INTENT PERMIT NUMBER IN A HIGHLY VISIBLE LOCATION ON THE SITE AND MAINTAIN IT IN A LEGIBLE CONDITION UNTIL THE PROJECT IS COMPLETED AND A PERMIT TERMINATION HAS BEEN APPROVED BY ADEM. UPON COMPLETION OF THE PROJECT, THE CONTRACTOR MUST NOTIFY THE ENGINEER IN ORDER TO INSPECT THE SITE AND APPLY FOR A TERMINATION OF THE ADEM PERMIT.
- THE CONTRACTOR SHALL REFER TO THE "EROSION CONTROL, DITCHES, AND FUMES" SECTION OF ALDOT SPECIAL AND STANDARD HIGHWAY DRAWINGS FOR ADDITIONAL METHODS OF EROSION AND SEDIMENT CONTROL.

TYPICAL CONSTRUCTION SEQUENCE FOR SILT SAVER FRAME & FILTER

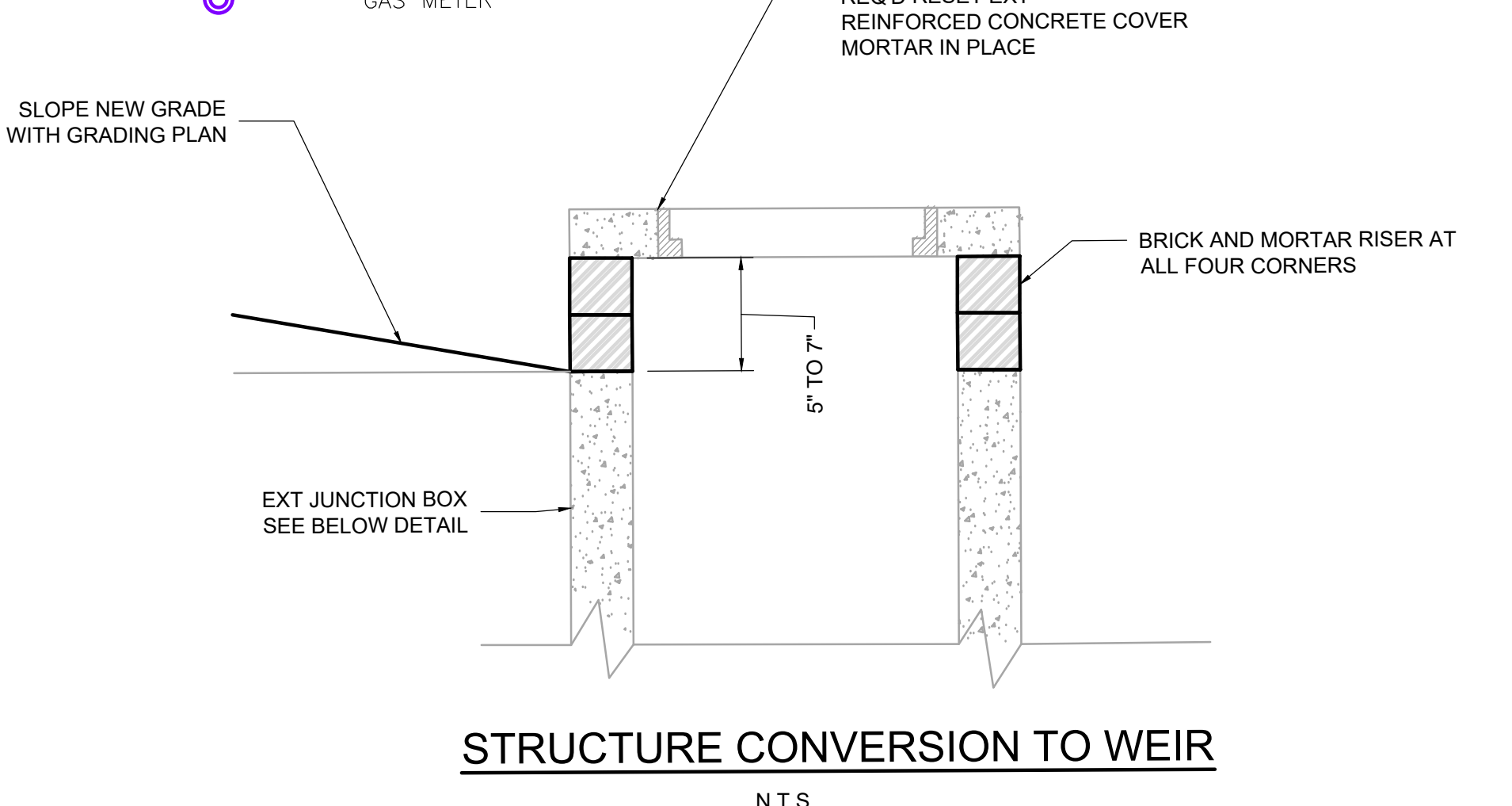
- EXCAVATE APPROXIMATELY 4" TO 6" BELOW THE TOP OF THE INLET STRUCTURE.
- PLACE THE FRAME ONTO THE INLET STRUCTURE, ENSURING PROPER SEATING OF FRAME TO STRUCTURE.
- SLIDE THE FILTER OVER THE FRAME.
- FILL THE FILTER POCKETS WITH SOIL #57 GRAVEL OR EQUIVALENT. THE FILTER POCKETS SHOULD BE COMPLETELY FILLED TO ENSURE A GOOD SEAL BETWEEN THE GROUND AND INLET STRUCTURE.
- BACK FILL AROUND THE FRAME AND FILTER ASSEMBLY IS NOT REQUIRED TO COMPLETE INSTALLATION. HOWEVER, BACK FILLING MAY BE NECESSARY TO COMPLETE EXCAVATION REQUIREMENTS FOR THE SITE.



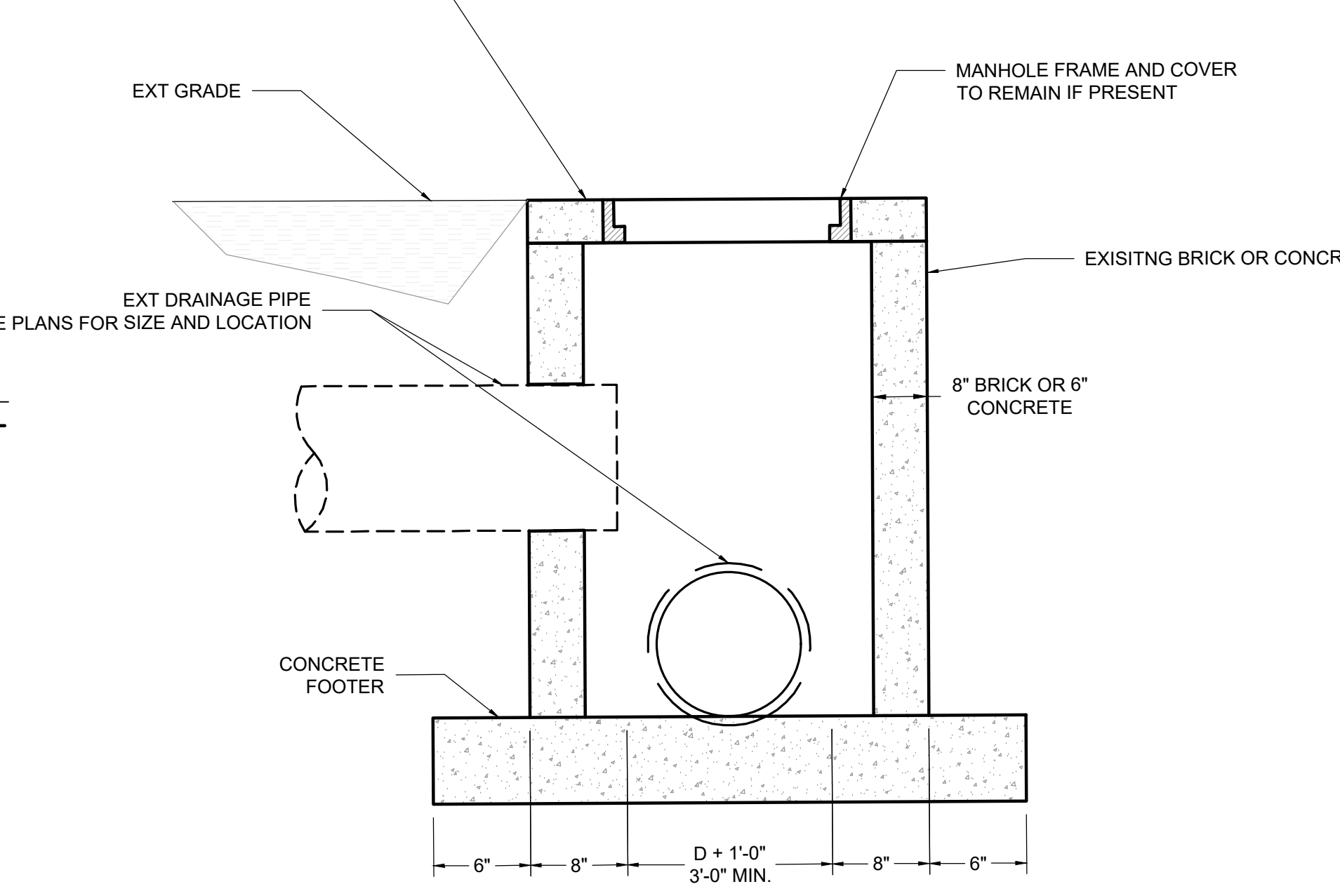
SILT FENCE TYPE A DETAIL (TYPICAL)



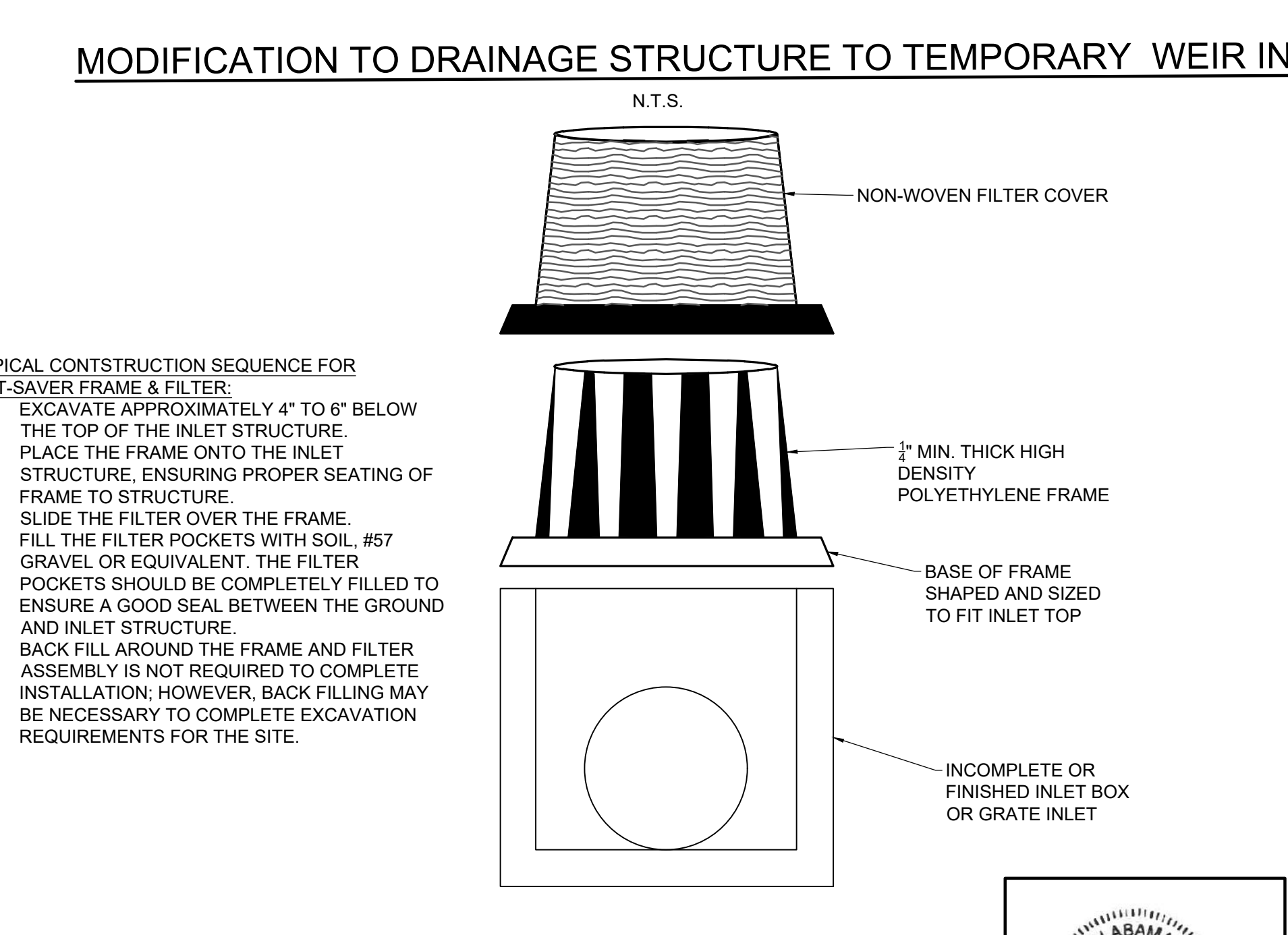
STRUCTURE CONVERSION TO WEIR



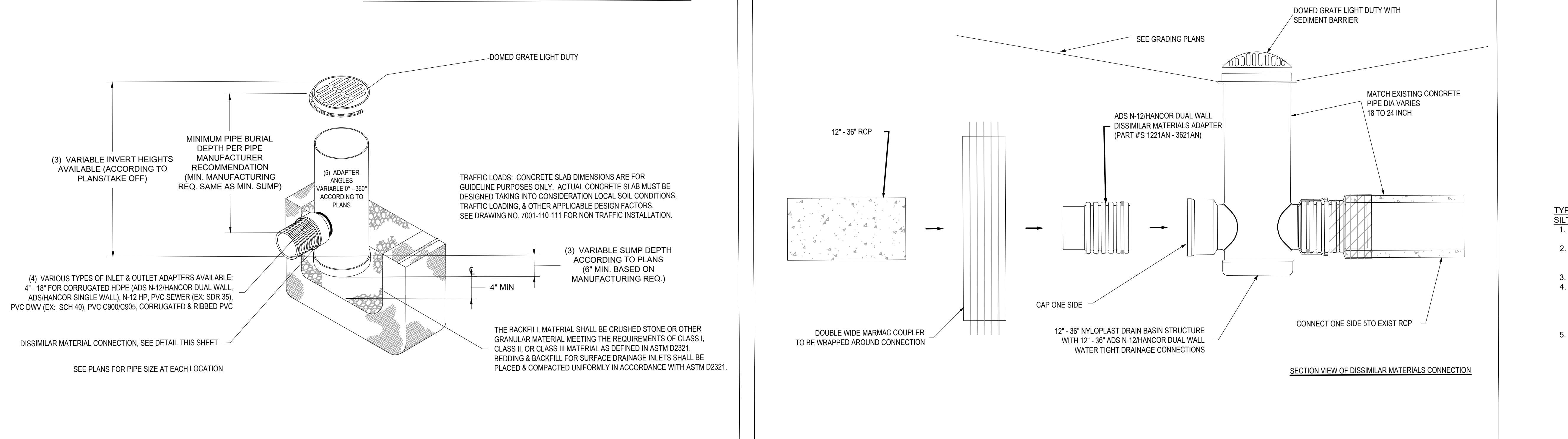
MODIFICATION TO DRAINAGE STRUCTURE TO TEMPORARY WEIR INLET



INLET SEDIMENT BARRIER DETAIL



NYLOPLAST DRAIN BASIN TYPICAL CONSTRUCTION:



1. GRATES/COVER SHALL BE DUCTILE IRON PER ASTM A536 GRADE 15-01.5.	THIS PRINT DISCLOSES SUBJECT MATTER IN WHICH NYLOPLAST HAS PROPRIETARY RIGHTS. THE RECIPT OR POSSESSION OF THIS PRINT DOES NOT CONSTITUTE A LICENSE TO REPRODUCE, TRANSMIT, OR LICENSE THE USE OF THE DESIGN OR TECHNICAL INFORMATION SHOWN HEREIN.	DRAWN BY EBC	3130 VERONA AVE
2. FRAMES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 15-01.5.	FOR INFORMATION OF THE DESIGNER OR TECHNICAL INFORMATION SHOWN HEREIN, REPRODUCTION OF THIS PRINT OR ANY INFORMATION CONTAINED HEREIN OR MANUFACTURE OF AN ARTICLE HEREFROM FOR THE DISCLOSURE TO OTHERS IS FORBIDDEN, EXCEPT BY SPECIFIC WRITTEN PERMISSION FROM NYLOPLAST.	DATE 04-01-24	BURFORD, GA 30259
3. DRAIN BASIN TO BE CUSTOMER TO PLAN DETAILS. BRASS ARE NEEDED FOR BASINS OVER 8' DIA. TO SHIP/PAVING RESTRICTIONS. SEE DRAWING NO. 7001-110-111.	FOR INFORMATION OF THE DESIGNER OR TECHNICAL INFORMATION SHOWN HEREIN, REPRODUCTION OF THIS PRINT OR ANY INFORMATION CONTAINED HEREIN OR MANUFACTURE OF AN ARTICLE HEREFROM FOR THE DISCLOSURE TO OTHERS IS FORBIDDEN, EXCEPT BY SPECIFIC WRITTEN PERMISSION FROM NYLOPLAST.	REVISD BY NWH	PHN (770) 832-2460
4. DRAINAGE CONNECTION STUB JOINT THICKNESS SHALL CONFORM TO ASTM D3025 FOR CORRUGATED PIPE AND N-12 HANCOR DUAL WALL N-12 HP & PVC SIBERS.		DATE 03-14-16	FAX (770) 832-2460
5. ADAPTERS CAN BE MOUNTED ON ANY ANGLE TO 30°. TO DETERMINE MINIMUM ANGLE BETWEEN ADAPTERS SEE DRAWING NO. 7001-110-112.		DWG NO. A	WWW.NYLOPLAST.COM
		SCALE 1:30	
		SHEET 1 OF 1	
		REV. E	

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 www.driveneengineering.com
 DRIVEN ENGINEERING PROJECT NO. 24019

GMC NETWORK .COM
 Goodwyn Mills Cowood, LLC
 11 North Water Street, Suite 1520
 Mobile, AL 36602
 T 251-460-4006

ISSUE DATE:	
FOR PERMIT & DEMOLITION:	05/30/2024
REVISED EAST AND SOUTH:	
DEMOLITION LIMITS:	06/06/2024
DRAWN BY:	NW
CHECKED BY:	DW

ASSOCIATE ARCHITECT
 Populus
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 Kansas City, MO 64112
 Houston, TX 77010
 713.630.7300

STRUCTURAL ENGINEER
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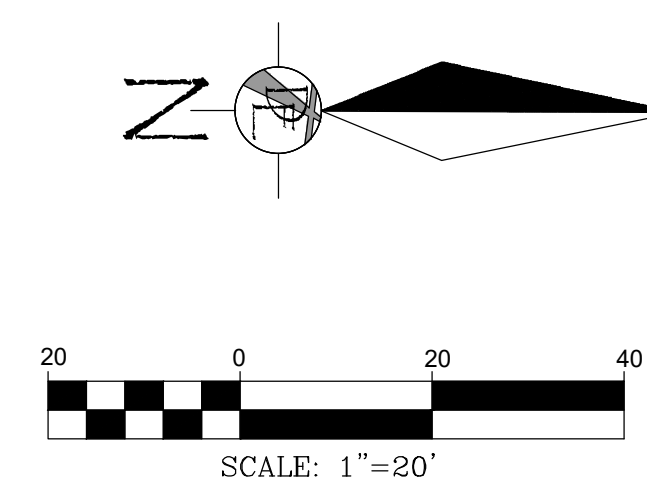
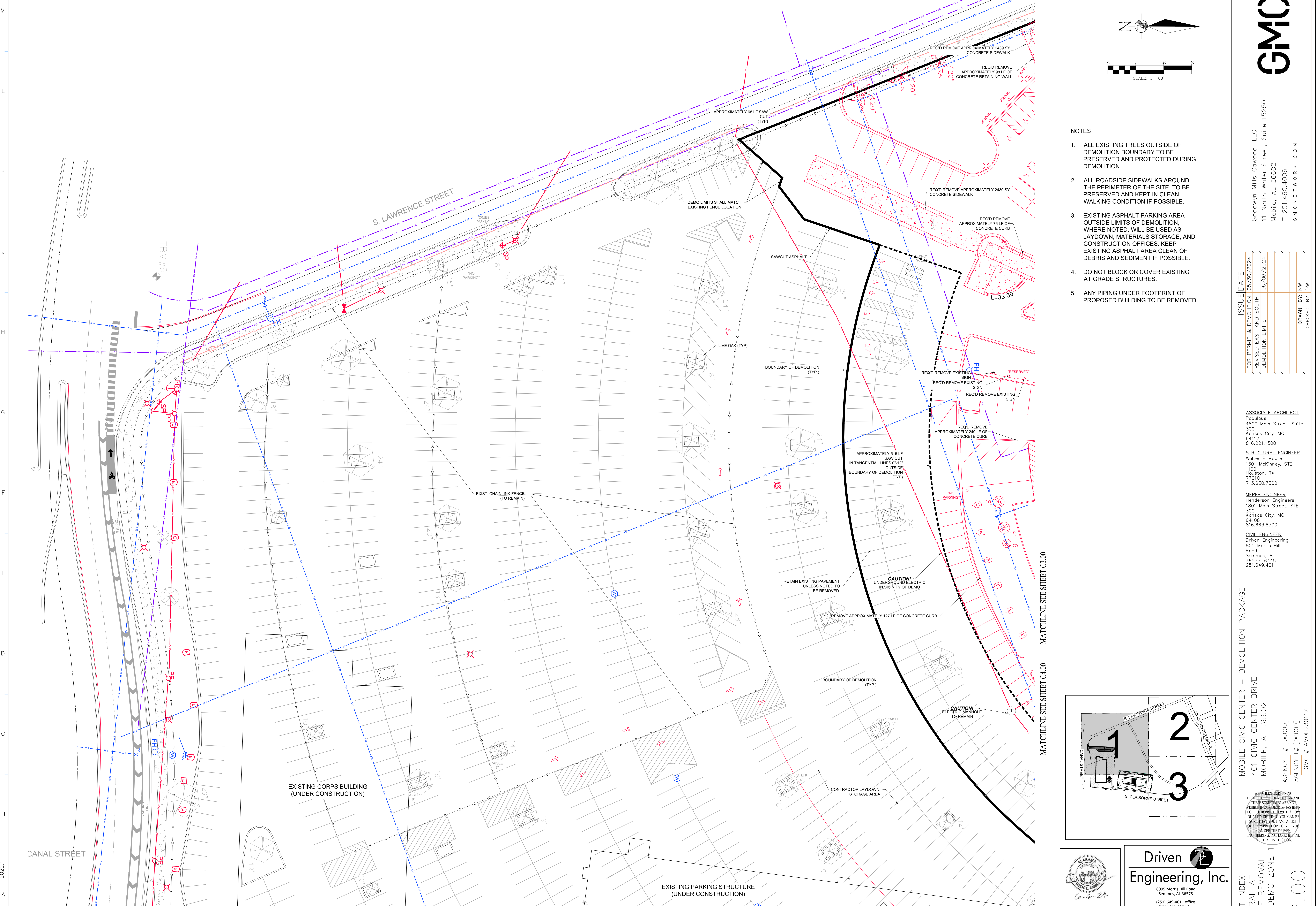
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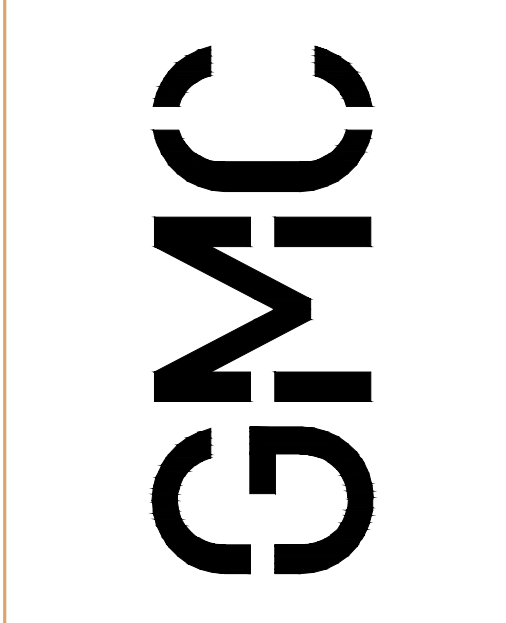
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 401 CIVIC CENTER DRIVE
 MOBILE, AL 36602
 AGENCY 2# [00000]
 AGENCY 1# [00000]
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C1.01



- NOTES**
1. ALL EXISTING TREES OUTSIDE OF DEMOLITION BOUNDARY TO BE PRESERVED AND PROTECTED DURING DEMOLITION
 2. ALL ROADSIDE SIDEWALKS AROUND THE PERIMETER OF THE SITE TO BE PRESERVED AND KEPT IN CLEAN WALKING CONDITION IF POSSIBLE.
 3. EXISTING ASPHALT PARKING AREA OUTSIDE LIMITS OF DEMOLITION, WHERE NOTED, WILL BE USED AS LAYDOWN, MATERIALS STORAGE, AND CONSTRUCTION OFFICES. KEEP EXISTING ASPHALT AREA CLEAN OF DEBRIS AND SEDIMENT IF POSSIBLE.
 4. DO NOT BLOCK OR COVER EXISTING AT GRADE STRUCTURES.
 5. ANY PIPING UNDER FOOTPRINT OF PROPOSED BUILDING TO BE REMOVED.



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 G M C N E T W O R K . C O M

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DEMOLITION LIMITS	
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CHECKED BY:	DW

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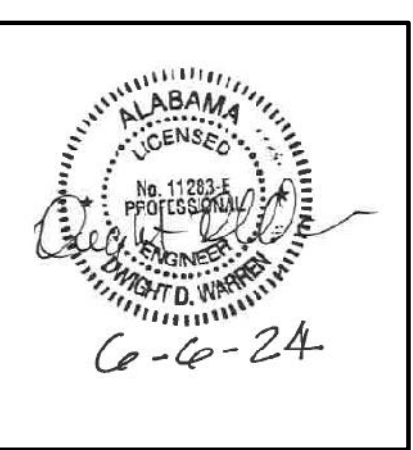
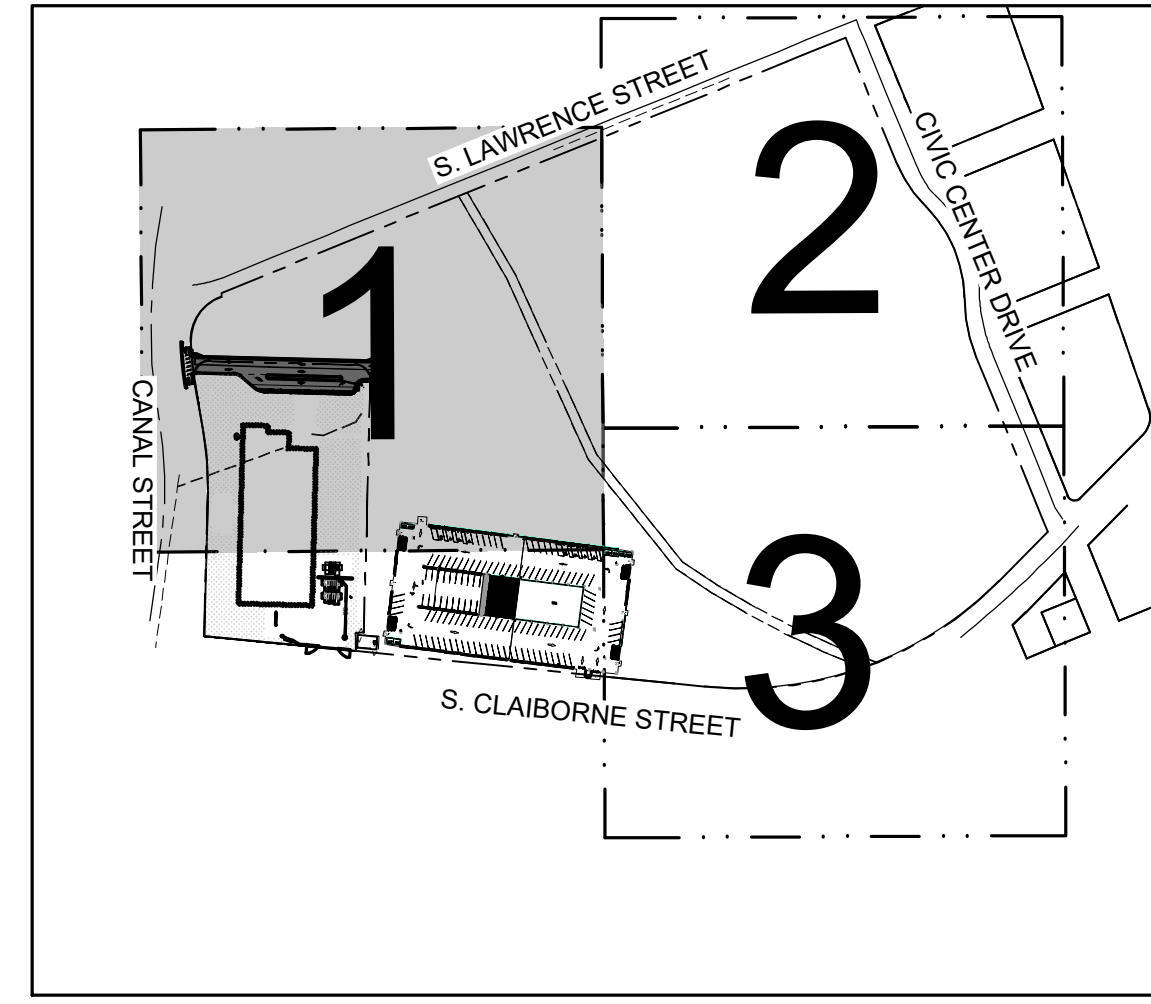
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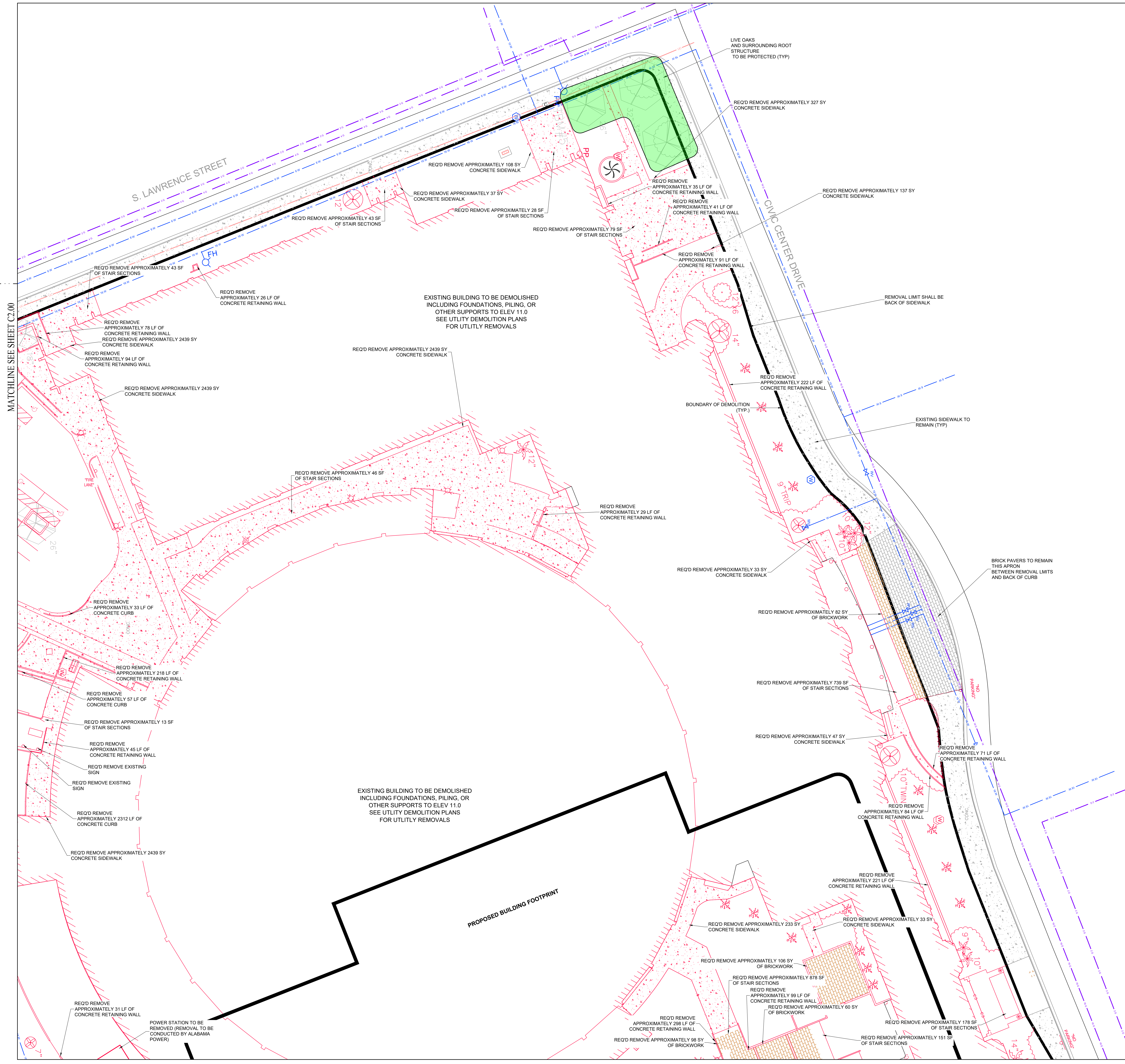


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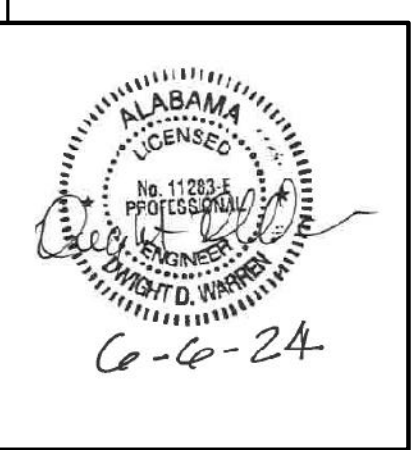
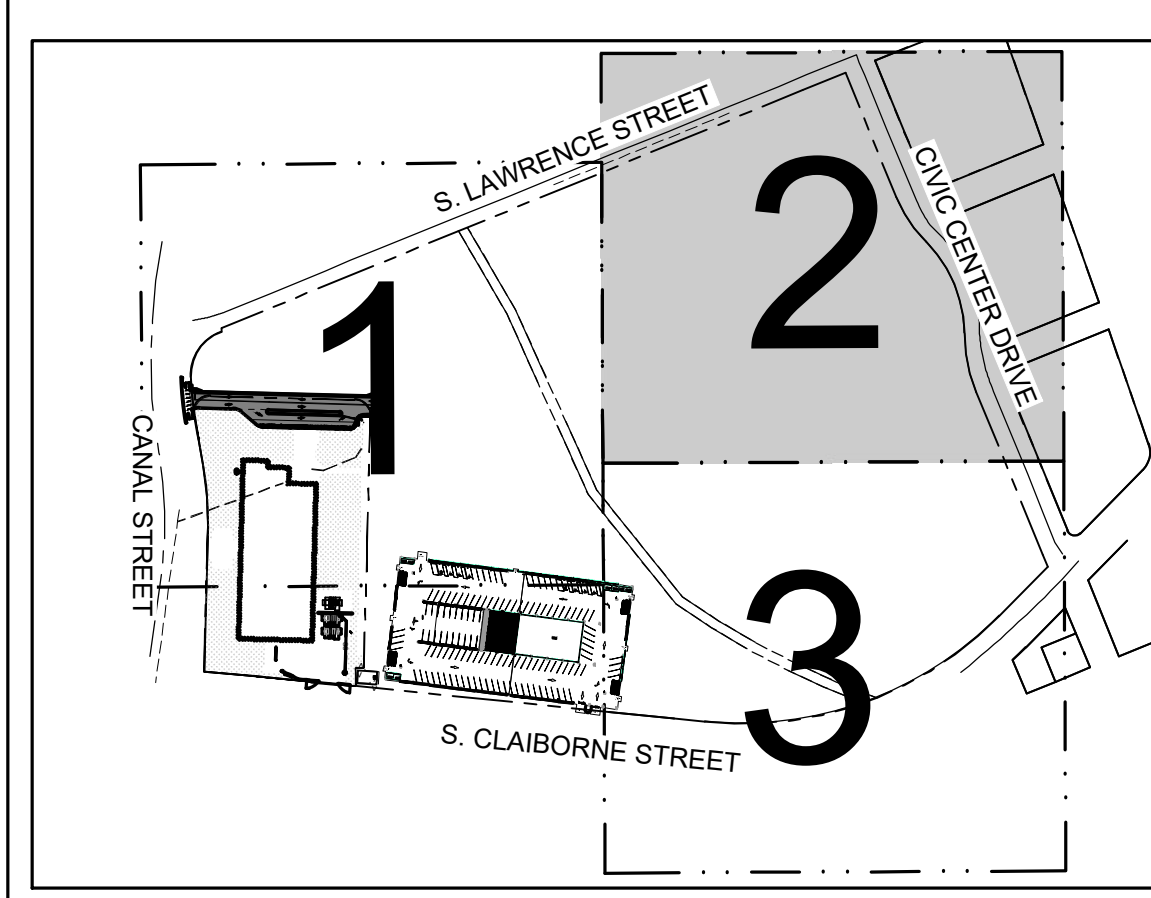
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 AND DEMO ZONE

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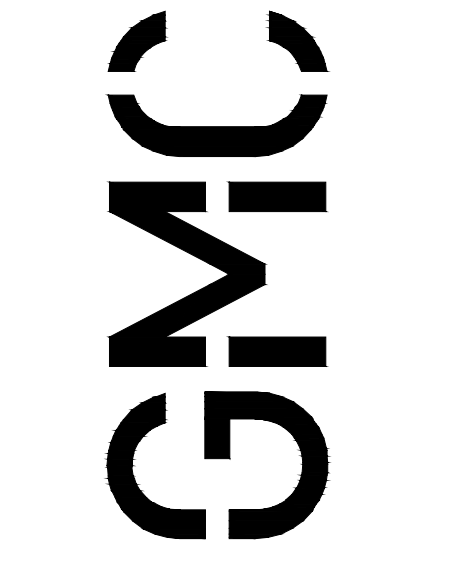


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GREEN SPACE AREA AND LIVE OAKS TO BE PRESERVED AND PROTECTED



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 Semmes, AL 36575-6445
 251.649.4011

MOBILE CIVIC CENTER - DEMOLITION PACKAGE
 401 CIVIC CENTER DRIVE
 MOBILE, AL 36602
 AGENCY 2# [000000]
 AGENCY 1# [000000]
 GMC # AM06230117

IF THESE SCREENING TESTS SHOW GREEN AND THESE SCREENING TESTS ARE NOT PERFORMED WITH A LOW QUALITY SYSTEM YOU CAN BE SOMEONE WHO HAS A HIGH QUALITY PRINT OR COPY IF YOU CAN SHIP THE DRIVEN ENGINEERING INC. TO BE BOUND THE TEXT IN THIS BOX.

SHEET INDEX
 GENERAL AT
 GRADE REMOVAL
 AND DEMO ZONE
 2
 C3.00

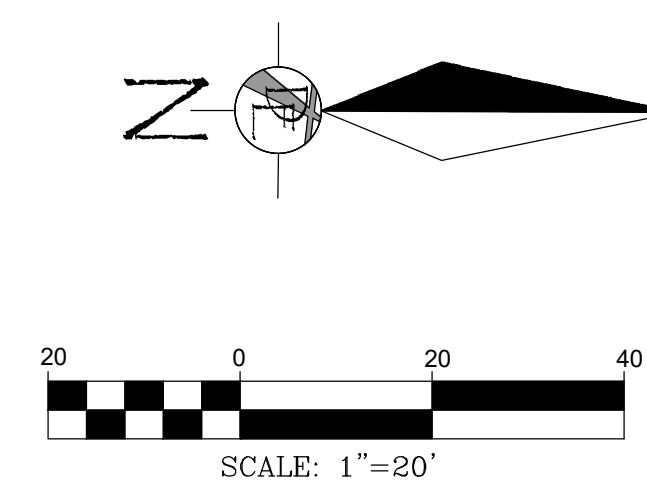
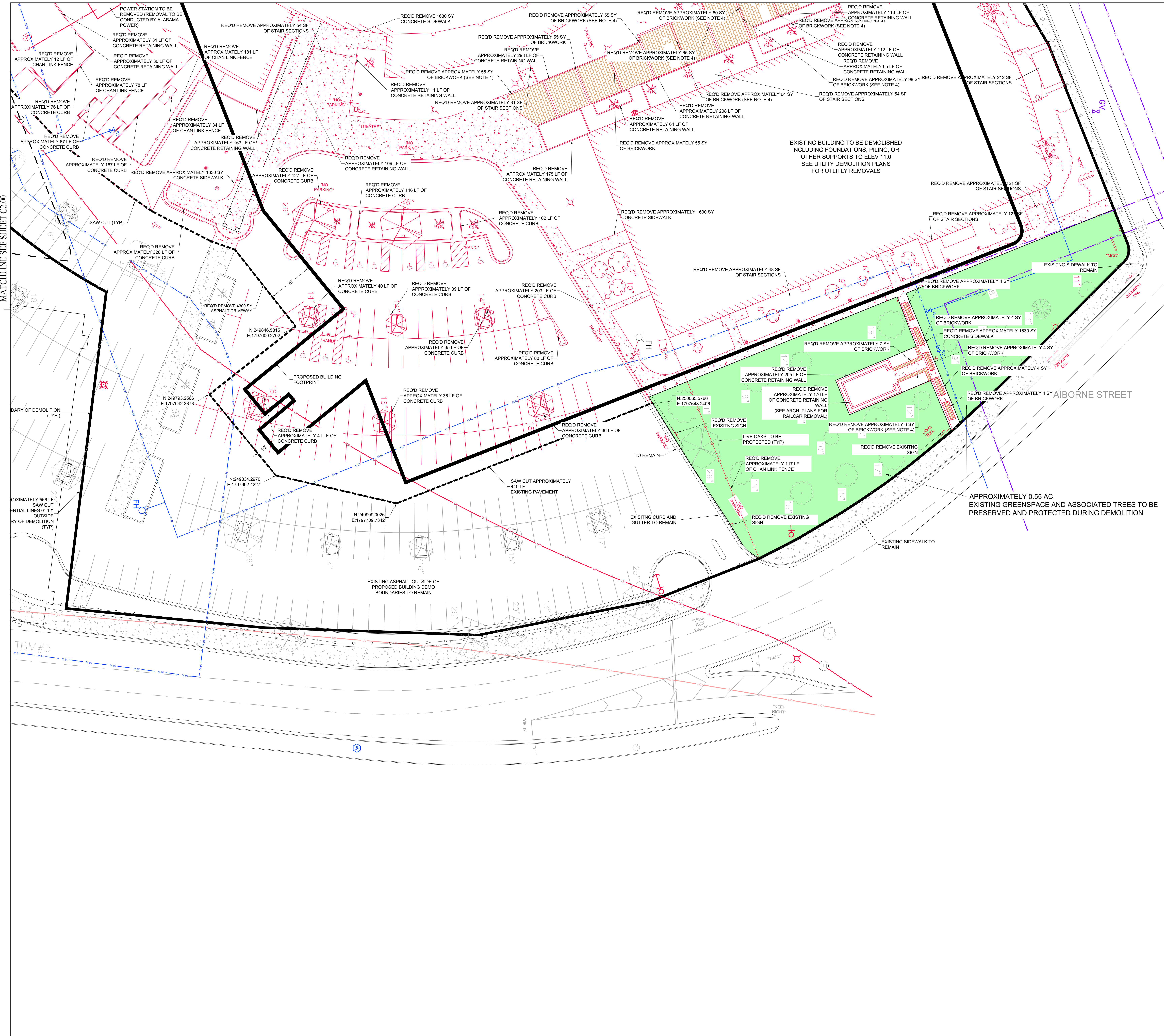
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1797400 0000

MATCHLINE SEE SHEET C4.00

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MATCHLINE SEE SHEET C3.00

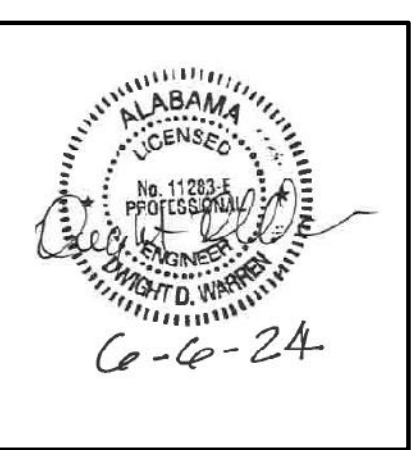
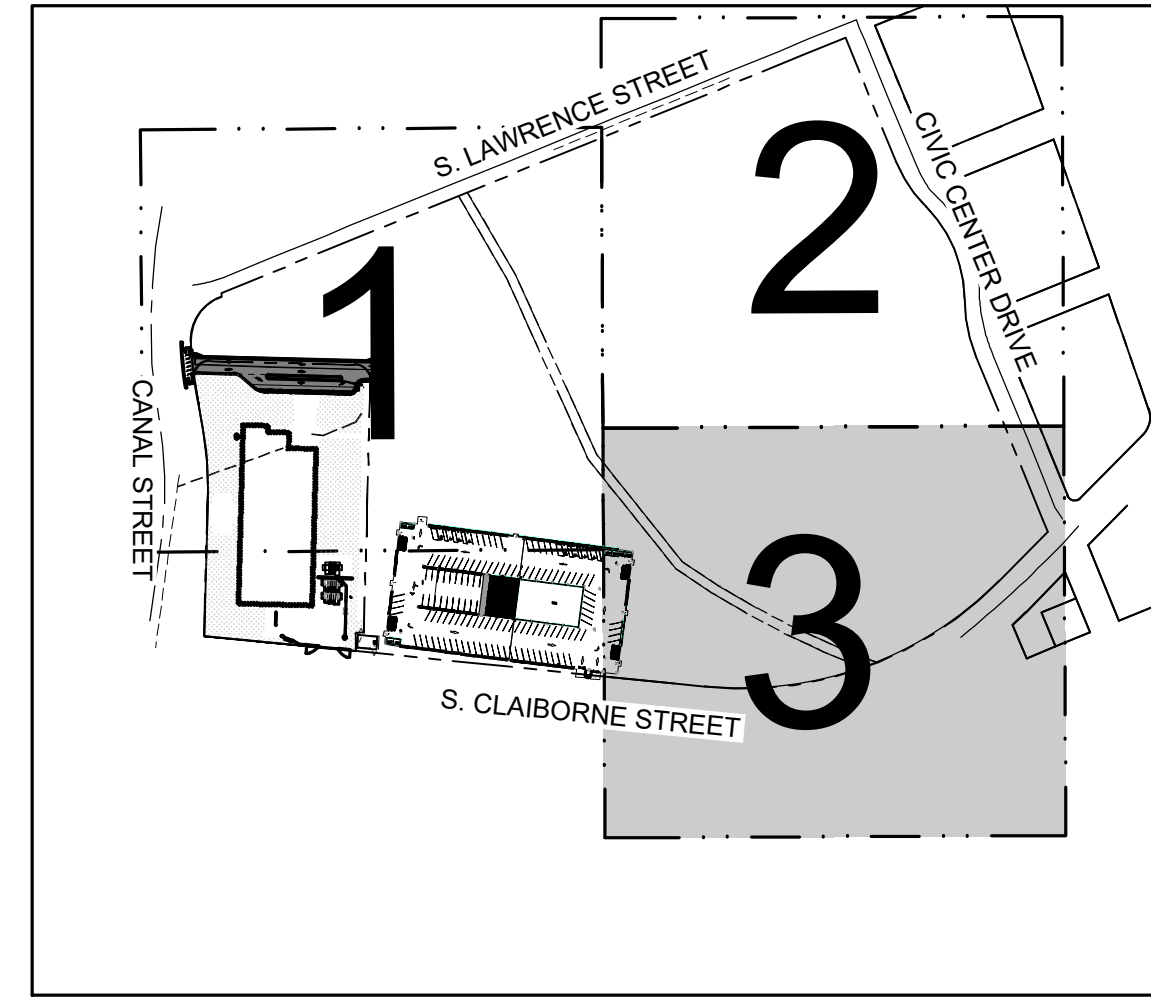


NOTES

1. ALL EXISTING TREES OUTSIDE OF DEMOLITION BOUNDARY TO BE PRESERVED AND PROTECTED DURING DEMOLITION
2. ALL ROADSIDE SIDEWALKS AROUND THE PERIMETER OF THE SITE TO BE PRESERVED AND KEPT IN CLEAN WALKING CONDITION IF POSSIBLE.
3. EXISTING ASPHALT PARKING AREA OUTSIDE LIMITS OF DEMOLITION, WHERE NOTED, WILL BE USED AS LAYDOWN, MATERIALS STORAGE, AND CONSTRUCTION OFFICES. KEEP EXISTING ASPHALT AREA CLEAN OF DEBRIS AND SEDIMENT IF POSSIBLE.
4. DO NOT BLOCK OR COVER EXISTING AT GRADE STRUCTURES.
5. ANY PIPING UNDER FOOTPRINT OF PROPOSED BUILDING TO BE REMOVED.

GREEN SPACE AREA AND LIVE OAKS TO BE PRESERVED AND PROTECTED

TOTAL ESTIMATED QUANTITIES TO BE REMOVED		
Item	Unit	Quantity
CONCRETE SIDEWALK	SY	5625
BRICKWORK	SY	761
RETAINING WALL	LF	1452
STAIR SECTIONS	SF	2276
CONCRETE CURBING	LF	2706
CHAIN LINK FENCE	LF	422



Driven Engineering, Inc.
 8005 Morris Hill Road
 Semmes, AL 36575
 (251) 649-4011 office
 (251) 645-0971 fax
 www.drivenengineering.com
 DRIVEN ENGINEERING PROJECT NO. 24019



Goodwyn Mills Cowood, LLC
 11 North Water Street, Suite 15250
 Mobile, AL 36602
 T 251.460.4006
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ISSUE DATE	FOR PERMIT & DEMOLITION
05/20/2024	05/20/2024
06/06/2024	06/06/2024

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 816.221.1500

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 Houston, TX 77010
 713.630.7300

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 Henderson Engineers
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 Kansas City, MO 64108
 816.663.8700

CIVIL ENGINEER
 Driven Engineering
 805 Morris Hill Road
 Semmes, AL 36575-6445
 251.649.4011

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SHEET INDEX
 GENERAL AT
 GRADE REMOVAL
 AND DEMO ZONE
 3
C4.00

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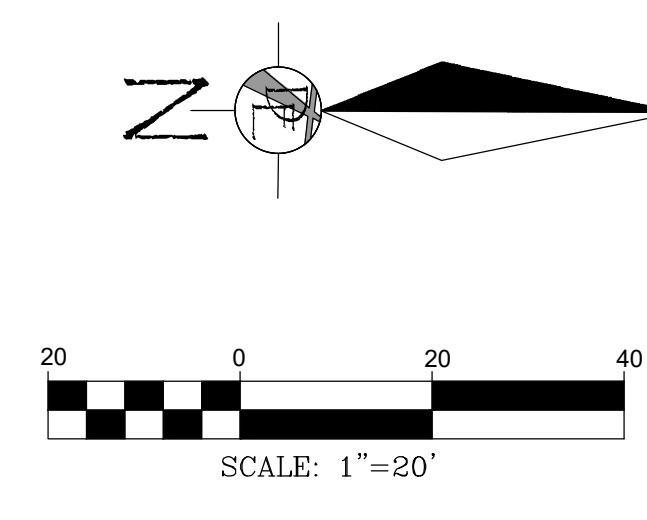
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PIPES TO BE REMOVED		
NAME	DESCRIPTION	LENGTH
EP-41	4 INCH PVC PIPE TO BE REMOVED	12'
EP-42	4 INCH PVC PIPE TO BE REMOVED	11'
EP-64	24 INCH RCP TO BE REMOVED	140'
EP-65	6 INCH PVC PIPE TO BE REMOVED	26'
EP-66	18 INCH RCP TO BE REMOVED	44'
EP-67	18 INCH RCP TO BE REMOVED	58'
EP-68	6 INCH PVC PIPE TO BE REMOVED	21'
EP-69	6 INCH PVC PIPE TO BE REMOVED	20'
EP-74	15 INCH RCP TO BE REMOVED	254'
EP-75	12 INCH RCP TO BE REMOVED	54'
EP-84	12 INCH RCP TO BE REMOVED	33'
EP-85	18 INCH RCP TO BE REMOVED	11'
EP-86	6 INCH PVC PIPE TO BE REMOVED	17'
EP-87	18 INCH RCP TO BE REMOVED	136'
EP-88	21 INCH RCP TO BE REMOVED	78'
EP-89	12 INCH RCP TO BE REMOVED	38'
EP-125	21 INCH RCP TO BE REMOVED	24'

PIPES TO BE REMOVED		
NAME	DESCRIPTION	LENGTH
EP-127	8 INCH PVC PIPE TO BE REMOVED	28'
EP-128	18 INCH	79'
EP-129	15 INCH RCP TO BE REMOVED	41'
EP-130	18 INCH	156'

STRUCTURES TO BE REMOVED				
NAME	DESCRIPTION	PIPES IN	PIPES OUT	RIM
AS-89	EXT APPARENT STRUCTURE NOT LOCATED			12.6
ES-18	24 X 24 INCH RECTANGULAR STRUCTURE TO BE REMOVED			13.1
ES-31	24 X 24 INCH RECTANGULAR STRUCTURE TO BE REMOVED	PIPE "EP-65", INV IN =9.91 PIPE "EP-66", INV IN =9.28 PIPE "EP-67", INV IN =9.38	PIPE "EP-64", INV OUT =9.42	12.2
ES-32	24 X 24 INCH RECTANGULAR STRUCTURE TO BE REMOVED	PIPE "EP-68", INV IN =9.55 PIPE "EP-69", INV IN =9.66	PIPE "EP-67", INV OUT =9.42	13.0
ES-35	24 X 24 INCH RECTANGULAR STRUCTURE TO BE REMOVED	PIPE "EP-75", INV IN =10.98	PIPE "EP-74", INV OUT =8.63	13.1
ES-36	24 X 24 INCH RECTANGULAR STRUCTURE TO BE REMOVED		PIPE "EP-75", INV OUT =11.42	13.1
ES-46	48 X 48 INCH RECTANGULAR STRUCTURE	PIPE "EP-128", INV IN =10.09	PIPE "EP-130", INV OUT =9.83	12.3
ES-47	24 X 24 INCH RECTANGULAR STRUCTURE TO BE MODIFIED		PIPE "EP-128", INV OUT =9.86	12.5
ES-48	24 X 36 INCH RECTANGULAR STRUCTURE TO BE REMOVED		PIPE "EP-127", INV OUT =10.64	12.7
ES-55	24 X 24 INCH RECTANGULAR STRUCTURE TO BE REMOVED		PIPE "EP-84", INV OUT =12.59	16.8
ES-56	24 X 24 INCH RECTANGULAR STRUCTURE TO BE REMOVED	PIPE "EP-85", INV IN =10.40 PIPE "EP-89", INV IN =10.55	PIPE "EP-87", INV OUT =10.48	14.2
ES-57	24 X 24 INCH RECTANGULAR STRUCTURE TO BE REMOVED	PIPE "EP-87", INV IN =10.16	PIPE "EP-88", INV OUT =10.28	14.5



NOTES

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- THE ENGINEER IS NOT RESPONSIBLE FOR PIPES NOT CAPTURED ON SURVEY. THE PIPES SHOWN WERE SURVEYED AND FIELD VERIFIED BEFORE PRODUCTION OF THE DEMOLITION PACKAGE.
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ISSUE DATE	FOR PERMIT & DEMOLITION	REVISED EAST AND SOUTH	DEMOLITION LIMITS	ISSUE DATE	FOR PERMIT & DEMOLITION	REVISED EAST AND SOUTH	DEMOLITION LIMITS
05/30/2024				05/06/2024			

ASSOCIATE ARCHITECT
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 4800 Main Street, Suite 300
 Kansas City, MO 64112
 816.221.1500

STRUCTURAL ENGINEER
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 1301 McKinney, STE 1100
 Houston, TX 77010
 713.630.7300

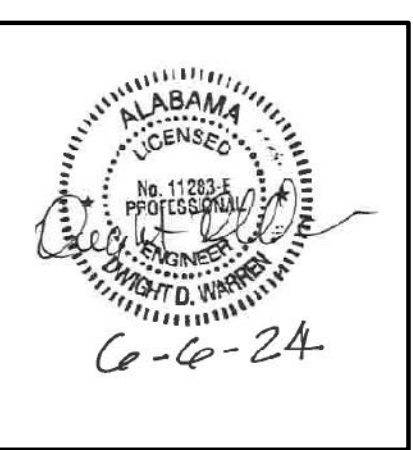
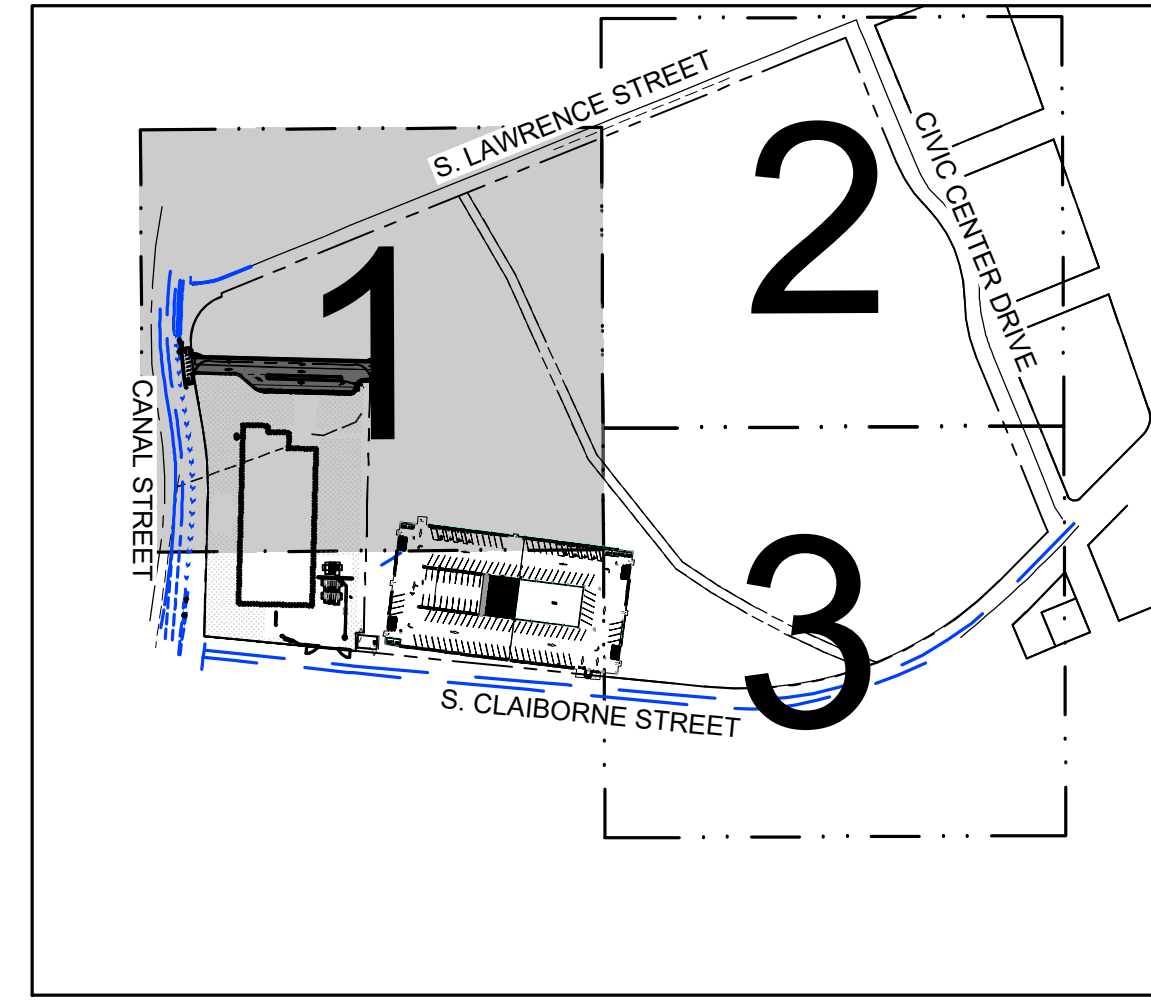
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 Henderson Engineers
 1801 Main Street, STE 300
 Kansas City, MO 64108
 816.663.8700

CIVIL ENGINEER
 Driven Engineering
 805 Morris Hill Road
 Semmes, AL 36575-6445
 251.649.4011

MOBILE CIVIC CENTER - DEMOLITION PACKAGE
 401 CIVIC CENTER DRIVE
 MOBILE, AL 36602

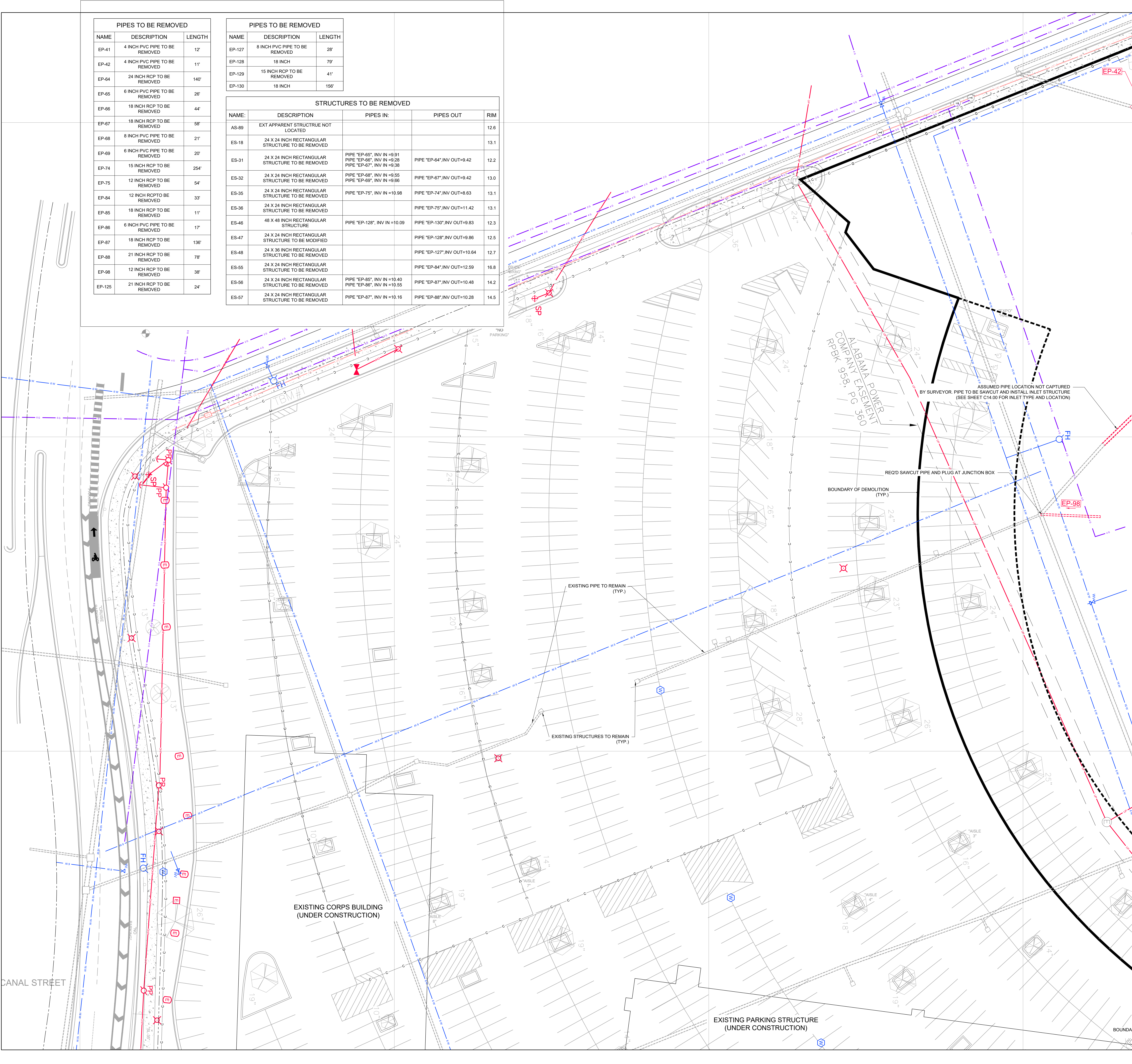
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 GMC # AM06230117

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 805 Morris Hill Road
 Semmes, AL 36575
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 www.drivenengineering.com
 DRIVEN ENGINEERING PROJECT NO. 24019

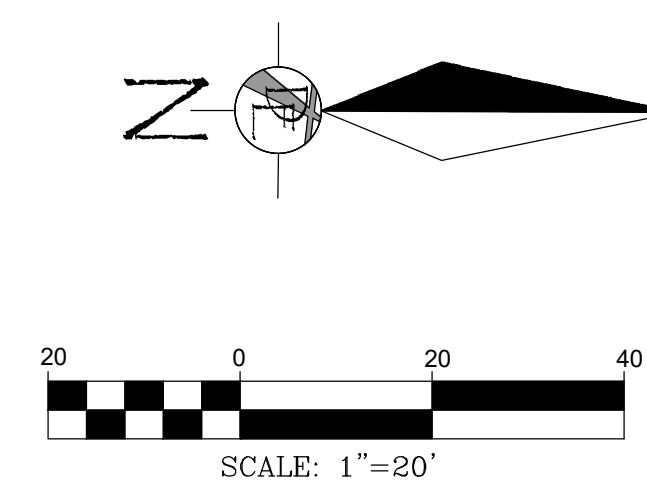
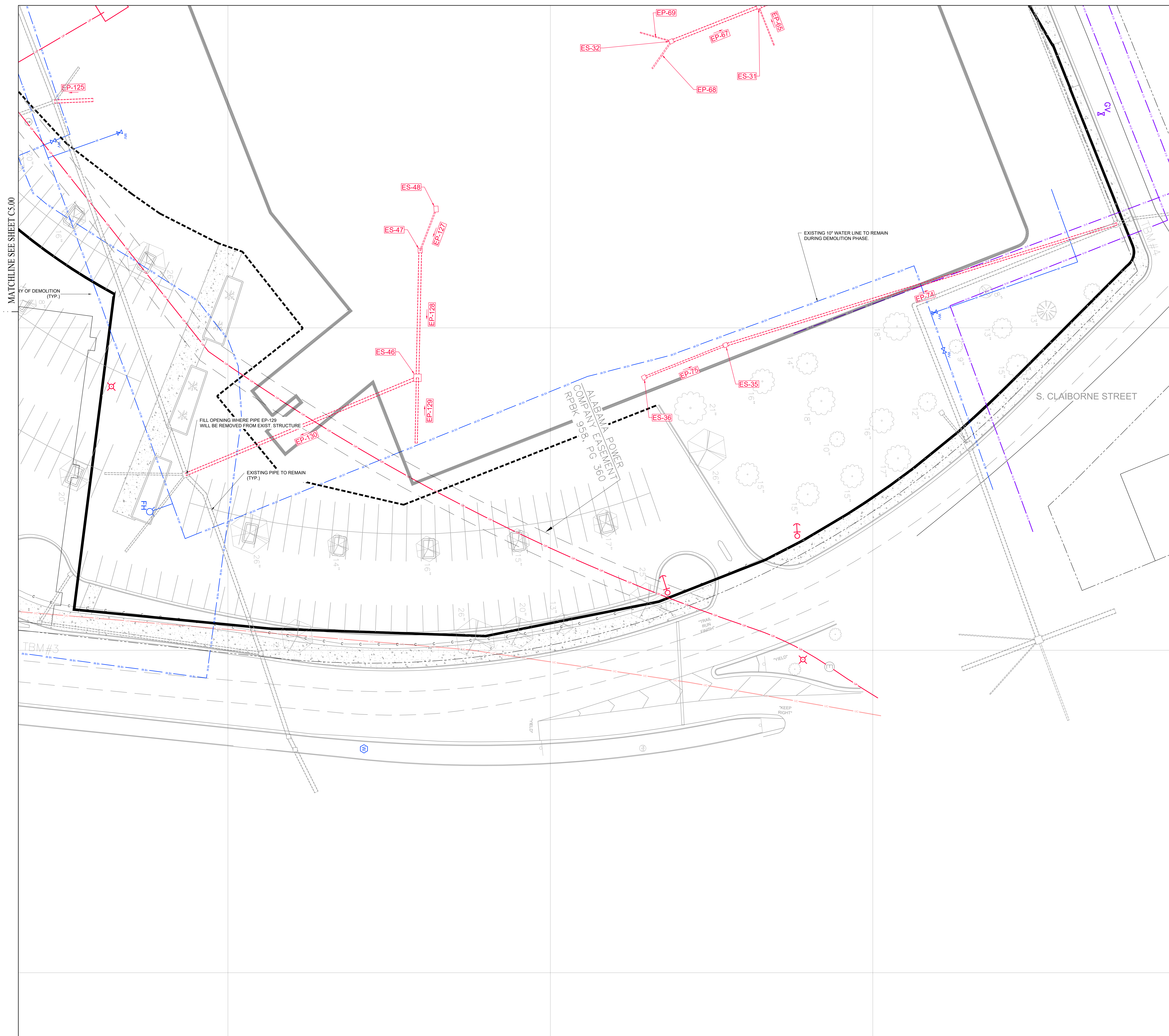
SHEET INDEX
 STORM DRAIN REMOVAL AND DEMO ZONE 1
 C5.00



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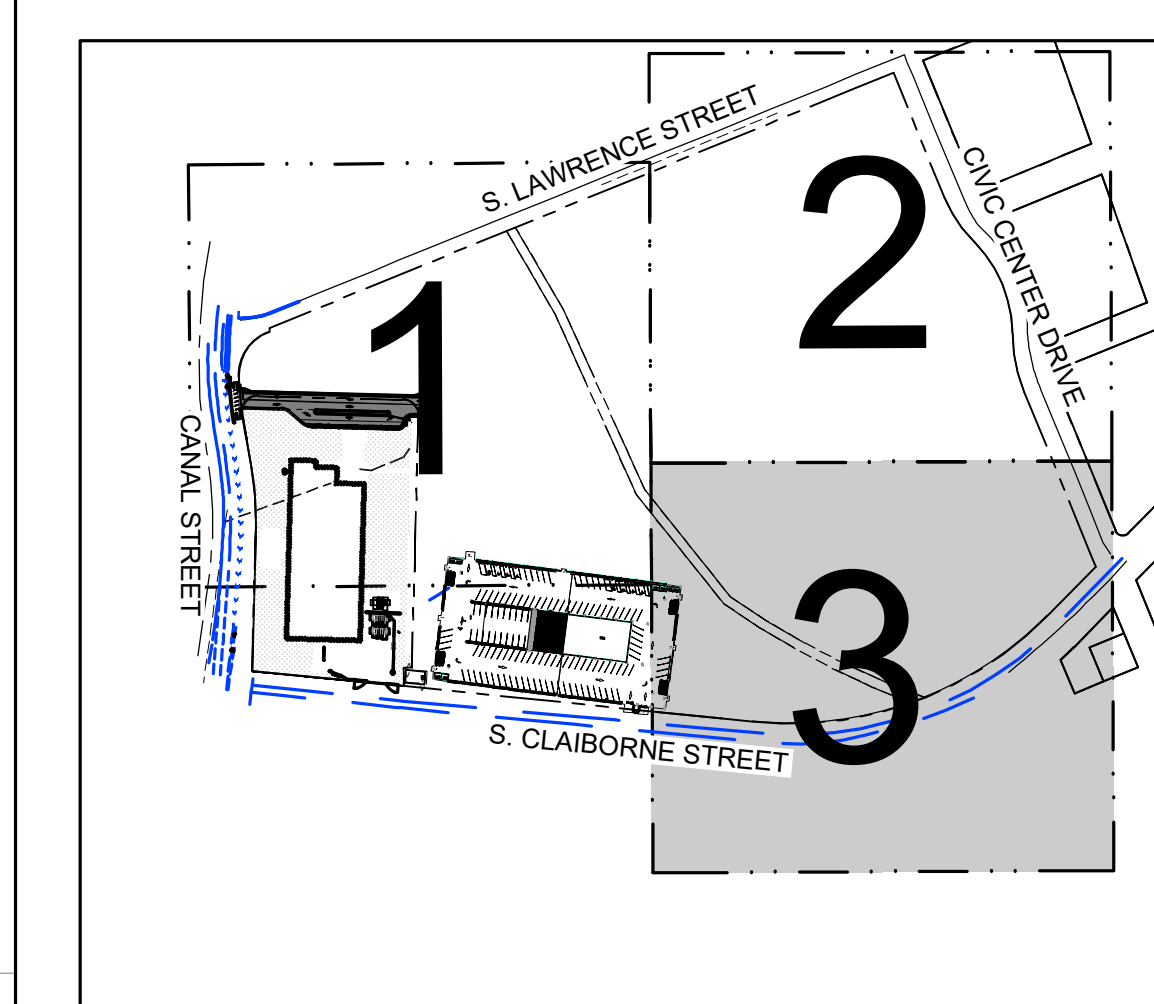
MATCHLINE SEE SHEET C6.00



NOTES

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2. THE ENGINEER IS NOT RESPONSIBLE FOR PIPES NOT CAPTURED ON SURVEY. THE PIPES SHOWN WERE SURVEYED AND FIELD VERIFIED BEFORE PRODUCTION OF THE DEMOLITION PACKAGE.
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SEE SHEET C5.00 FOR PIPE REMOVAL SCHEDULE



Goodwyn Mills Coward, LLC
 11 North Water Street, Suite 15250
 Mobile, AL 36602
 T 251.460.4006
 G M C N E T W O R K . C O M

ISSUE DATE	FOR PERMIT & DEMOLITION
05/30/2024	05/30/2024
06/06/2024	06/06/2024

ASSOCIATE ARCHITECT
 Populous
 4800 Main Street, Suite 300
 Kansas City, MO 64112
 816.221.1500

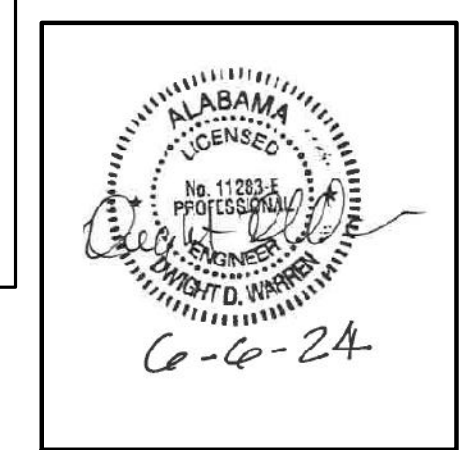
STRUCTURAL ENGINEER
 Walter P. Moore
 1301 McKinney, STE 1100
 Houston, TX 77010
 713.630.7300

MEFP ENGINEER
 Henderson Engineers
 1801 Main Street, STE 300
 Kansas City, MO 64108
 816.663.8700

CIVIL ENGINEER
 Driven Engineering
 805 Morris Hill Road
 Semmes, AL 36575-6445
 251.649.4011

MOBILE CIVIC CENTER - DEMOLITION PACKAGE
 401 CIVIC CENTER DRIVE
 MOBILE, AL 36602
 AGENCY 1# [000000]
 AGENCY 2# [000000]
 AGENCY 1# [000000]
 GMC # AM06230117

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SHEET INDEX
 STORM DRAIN REMOVAL AND DEMO ZONE 3
 C7.00

DRIVEN ENGINEERING PROJECT NO. 24019

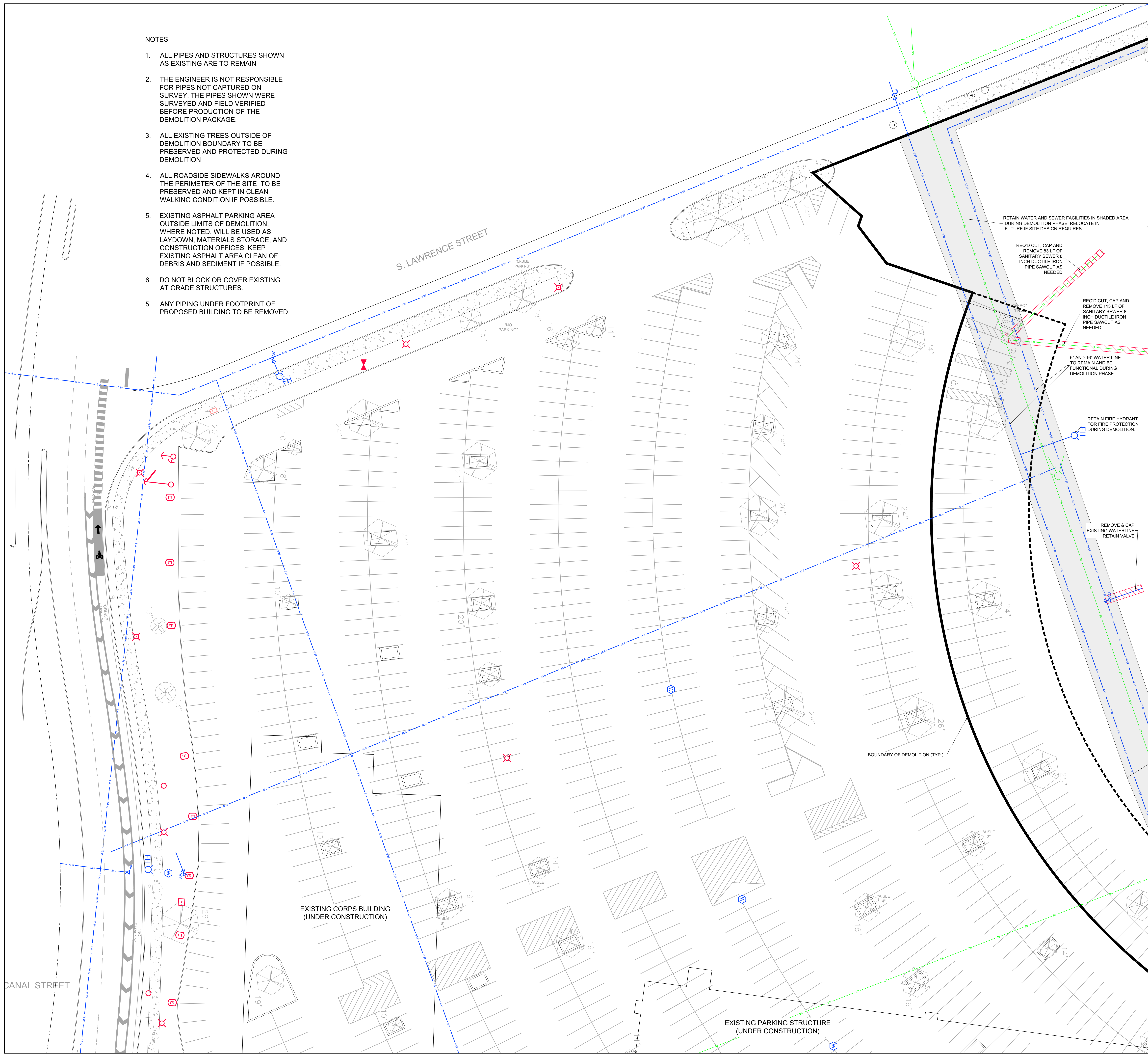
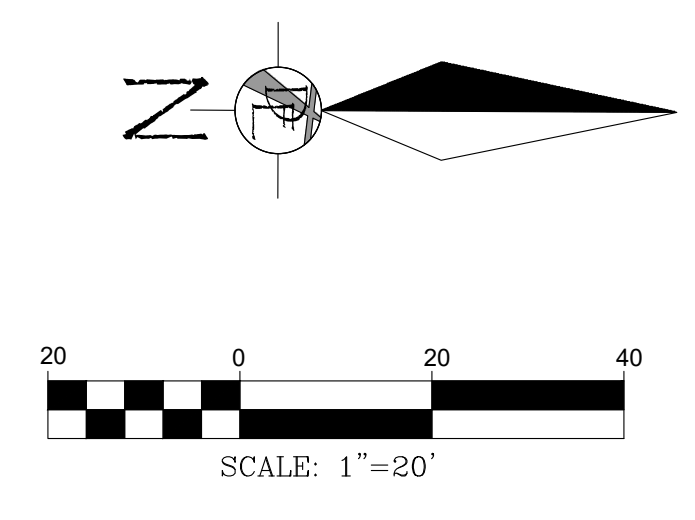
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RETAIN WATER AND SEWER FACILITIES IN SHADED AREA DURING DEMOLITION PHASE. RELOCATE IN FUTURE IF SITE DESIGN REQUIRES.

REQ'D CUT, CAP AND REMOVE 83 LF OF SANITARY SEWER 8 INCH DUCTILE IRON PIPE SAWCUT AS NEEDED

REQ'D CUT, CAP AND REMOVE 113 LF OF SANITARY SEWER 8 INCH DUCTILE IRON PIPE SAWCUT AS NEEDED

6\"/>

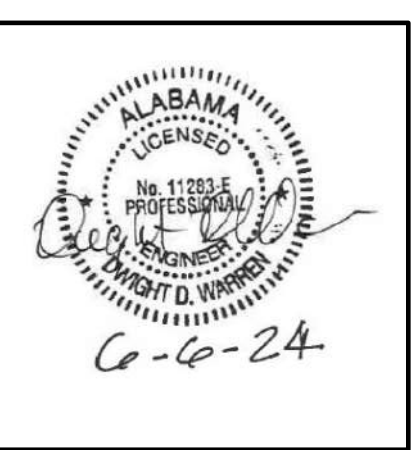
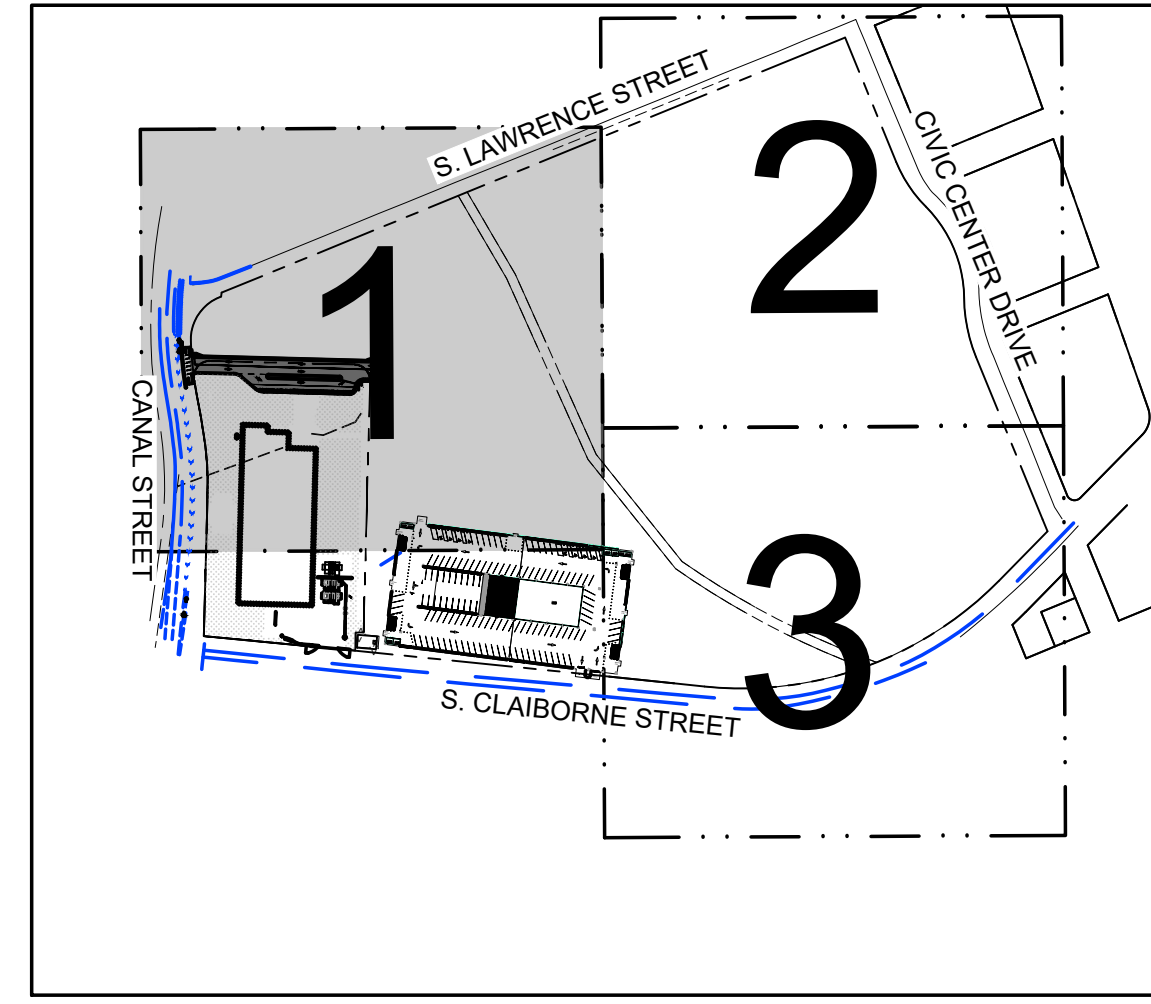
RETAIN FIRE HYDRANT FOR FIRE PROTECTION DURING DEMOLITION.

REMOVE & CAP EXISTING WATERLINE. RETAIN VALVE

MATCHLINE SEE SHEET C10.00 - MATCHLINE SEE SHEET C9.00

EXISTING CORPS BUILDING (UNDER CONSTRUCTION)

EXISTING PARKING STRUCTURE (UNDER CONSTRUCTION)



Driven Engineering, Inc.
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 www.driveneengineering.com
 DRIVEN ENGINEERING PROJECT NO. 24019

ISSUE DATE	FOR PERMIT & DEMOLITION
05/30/2024	05/30/2024
REVISD EAST AND SOUTH	06/06/2024
DEMOLITION LIMITS	

ASSOCIATE ARCHITECT
 Populus
 4800 Main Street, Suite 300
 Kansas City, MO 64112
 816.221.1500

STRUCTURAL ENGINEER
 Walter P. Moore
 1301 McKinney, STE 1100
 Houston, TX 77010
 713.630.7300

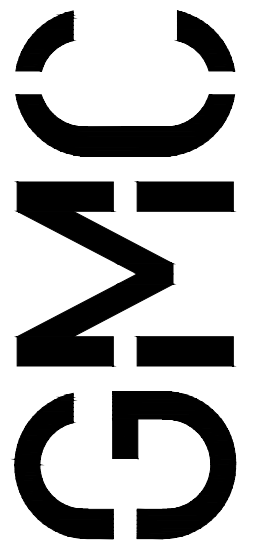
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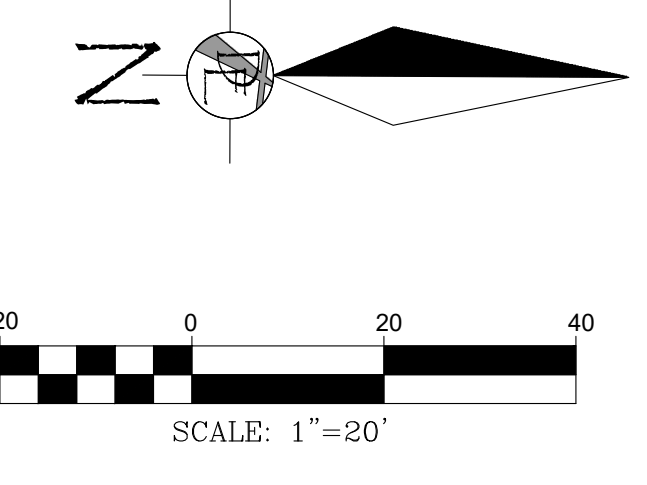
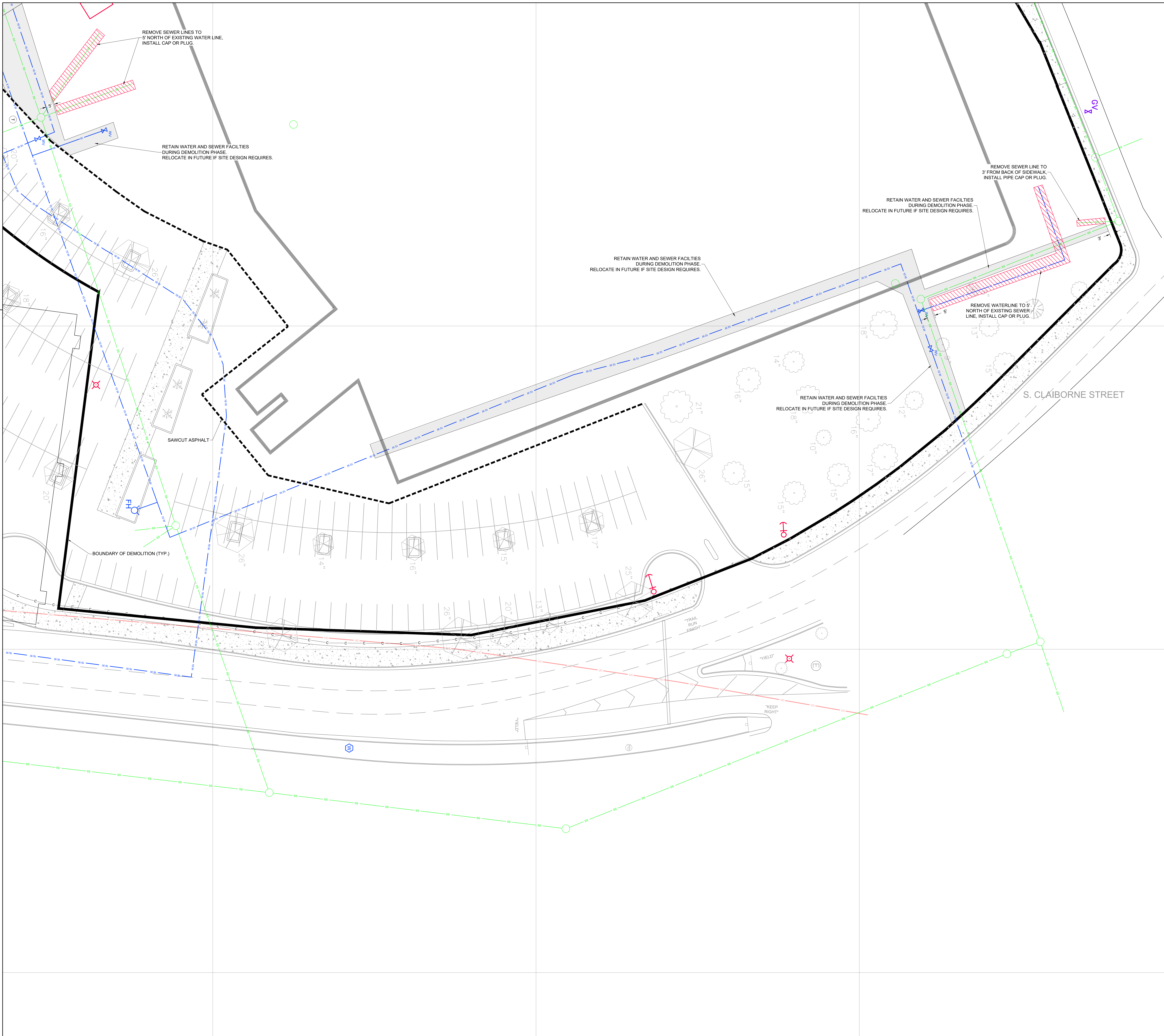
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SHEET INDEX
 WATER AND SEWER DEMO ZONE 1
 C8.00

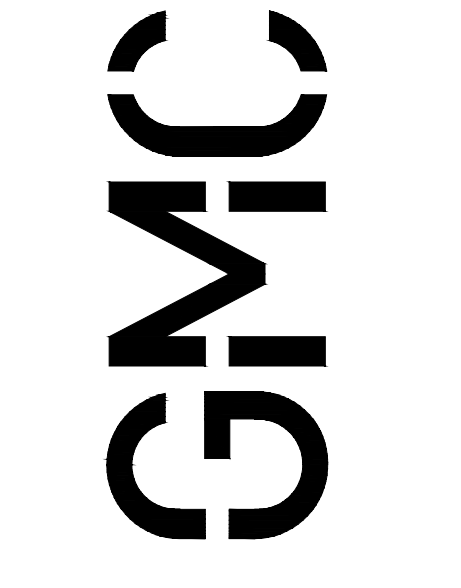


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 11 North Water Street, Suite 15250
 Mobile, AL 36602
 T 251.460.4006
 G.M.C.NETWORK.COM

MATCHLINE SEE SHEET ZONE 2



- NOTES**
1. ALL EXISTING TREES OUTSIDE OF DEMOLITION BOUNDARY TO BE PRESERVED AND PROTECTED DURING DEMOLITION
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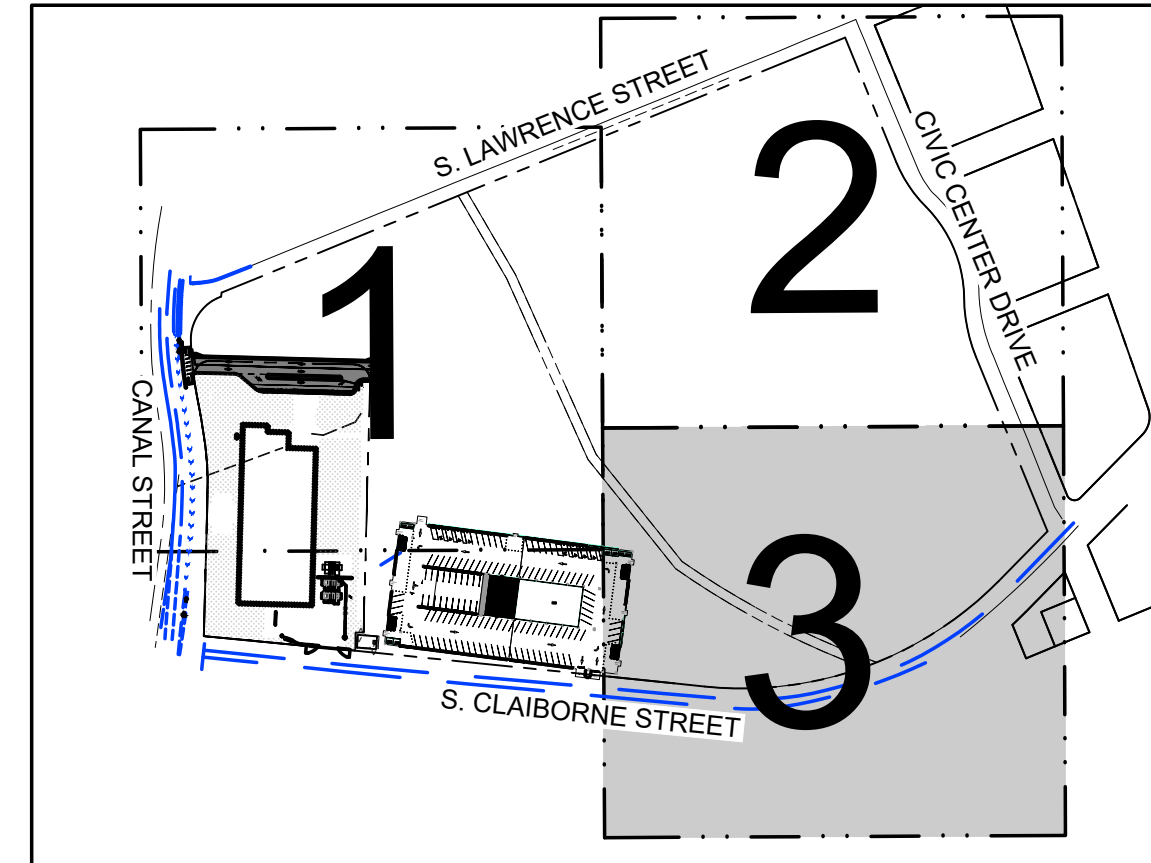
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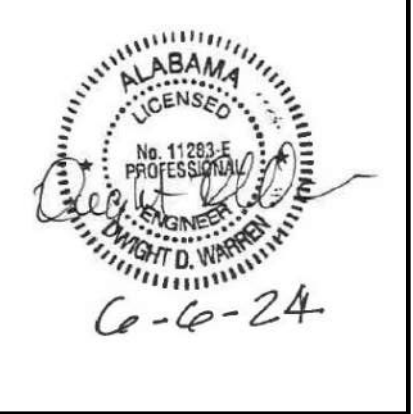
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SHEET INDEX
 WATER AND SEWER DEMO ZONE 3
 C10.00

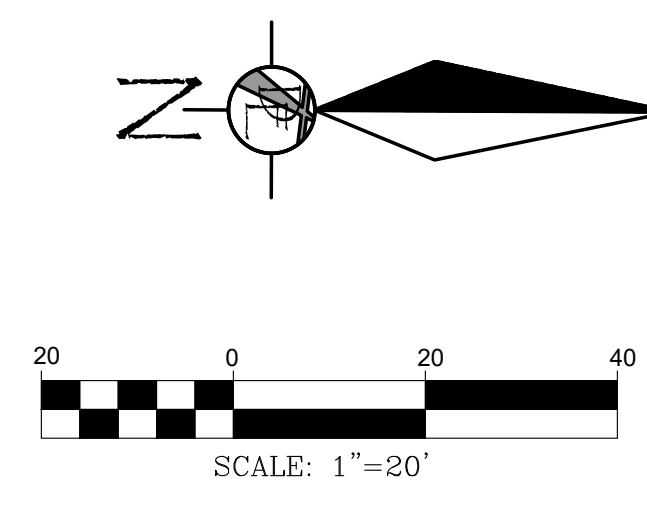
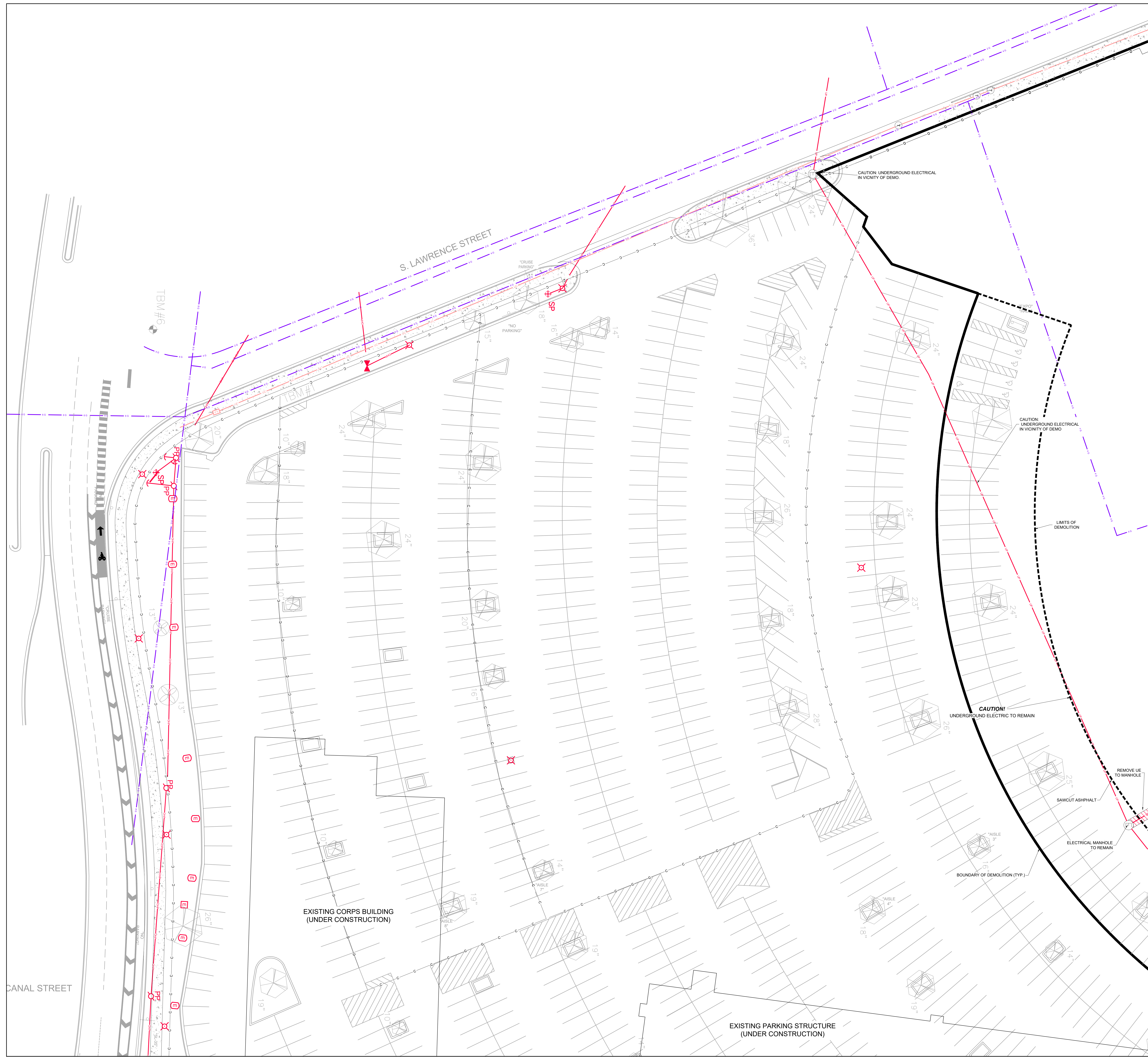
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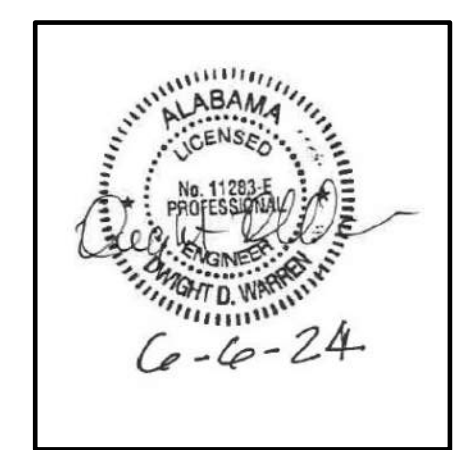
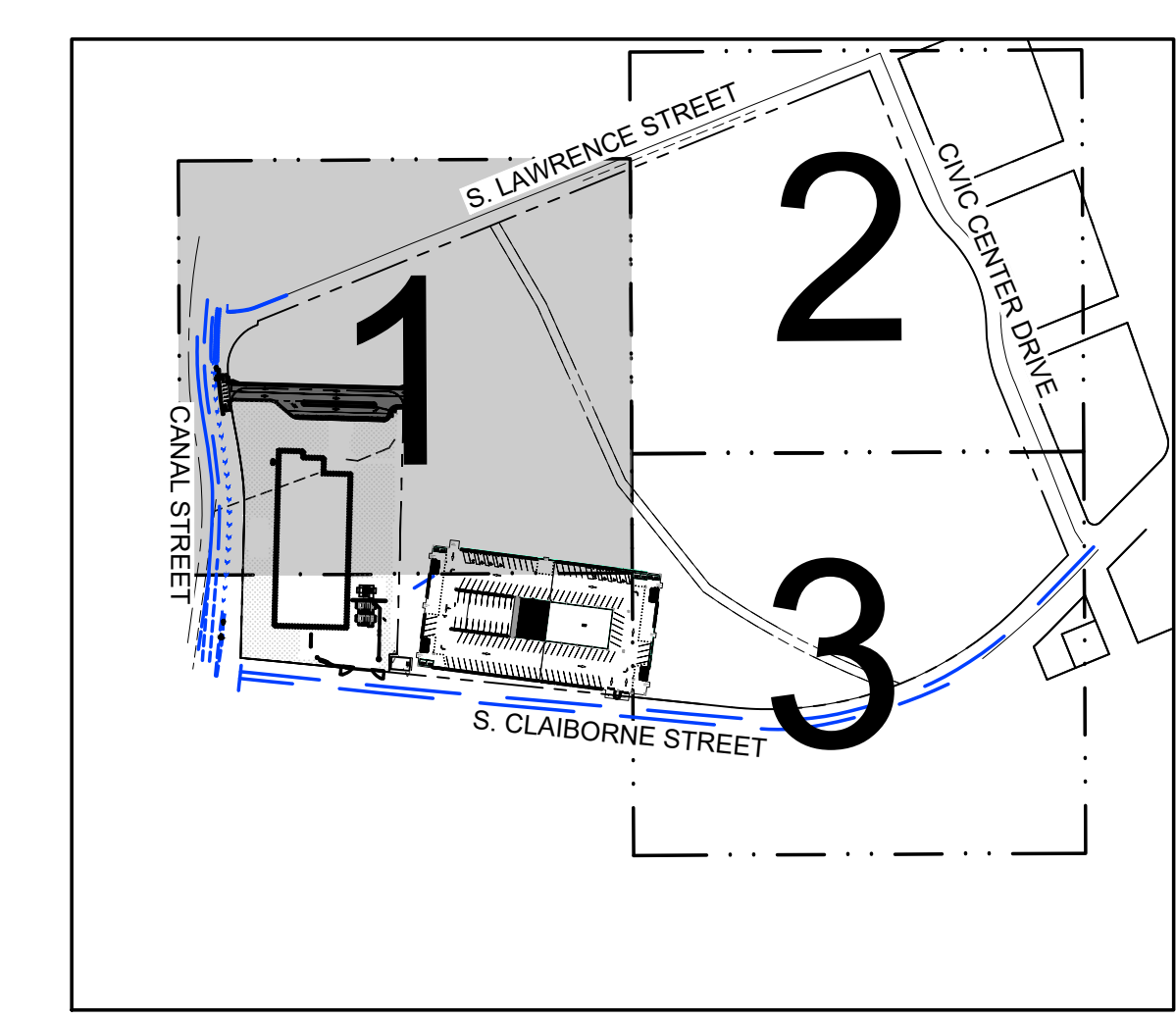
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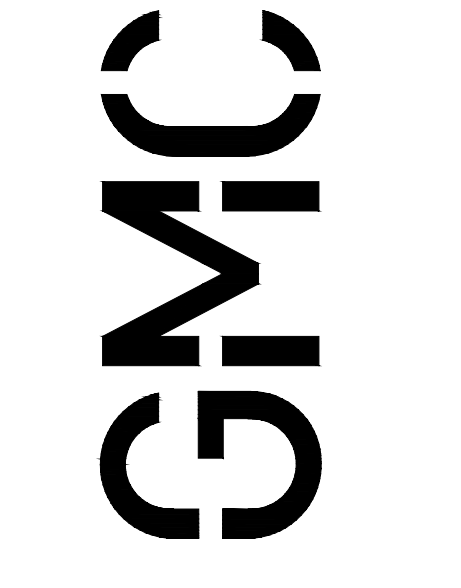
NOTES

1. ALL EXISTING TREES OUTSIDE OF DEMOLITION BOUNDARY TO BE PRESERVED AND PROTECTED DURING DEMOLITION
2. ALL ROADSIDE SIDEWALKS AROUND THE PERIMETER OF THE SITE TO BE PRESERVED AND KEPT IN CLEAN WALKING CONDITION IF POSSIBLE.
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4. DO NOT BLOCK OR COVER EXISTING AT GRADE STRUCTURES.
5. ANY PIPING UNDER FOOTPRINT OF PROPOSED BUILDING TO BE REMOVED.

MATCHLINE SEE SHEET C12.00
MATCHLINE SEE SHEET C13.00



Driven Engineering, Inc.
 8005 Morris Hill Road
 Semmes, AL 36575
 (251) 649-4011 office
 (251) 645-0971 fax
 www.drivenengineering.com
 DRIVEN ENGINEERING PROJECT NO. 24019



Goodwyn Mills Cowood, LLC
 11 North Water Street, Suite 15250
 Mobile, AL 36602
 T 251.460.4006
 GMC.NET.WORK.COM

ISSUE	DATE
FOR PERMIT & DEMOLITION	05/30/2024
REVISED EAST AND SOUTH DEMOLITION LIMITS	06/06/2024
DRAWN BY:	NW
CHECKED BY:	DW

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 Populous
 4800 Main Street, Suite 300
 Kansas City, MO 64112
 816.221.1500

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 Walter P. Moore
 1301 McKinney, STE 1100
 Houston, TX 77010
 713.630.7300

MEPEP ENGINEER
 Henderson Engineers
 1501 Main Street, STE 300
 Kansas City, MO 64108
 816.663.8700

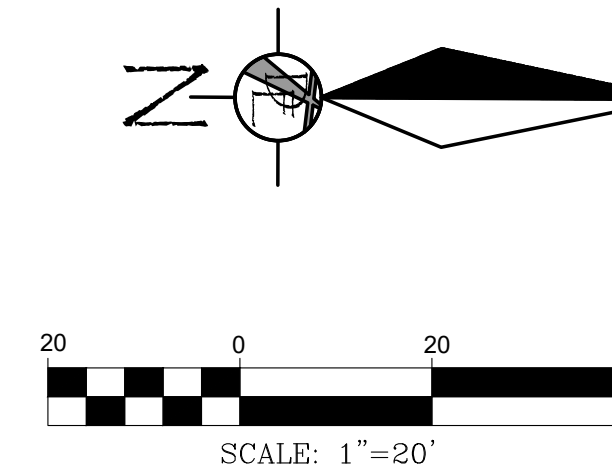
CIVIL ENGINEER
 Driven Engineering
 805 Morris Hill Road
 Semmes, AL 36575-6445
 251.649.4011

MOBILE CIVIC CENTER - DEMOLITION PACKAGE
 401 CIVIC CENTER DRIVE
 MOBILE, AL 36602
 AGENCY 2# [00000]
 AGENCY 1# [00000]
 GMC # AM06230117

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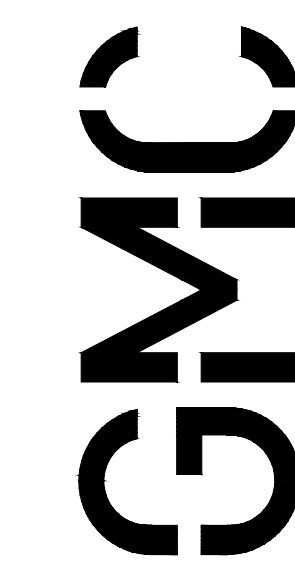
SHEET INDEX
 NATURAL GAS,
 ELECTRICAL, AND
 COMMUNICATIONS
 DEMO ZONE 1
C11.00

MATCHLINE SEE SHEET C12.00



NOTES

1. ALL EXISTING TREES OUTSIDE OF DEMOLITION BOUNDARY TO BE PRESERVED AND PROTECTED DURING DEMOLITION
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Mobile, AL 36602
T 251.460.4006
G.M.C.NETWORK.COM

ISSUE/DATE

FOR PERMIT & DEMOLITION	05/30/2024
REVISED EAST AND SOUTH	06/06/2024
DEMOLITION LIMITS	
BRAUN	BIS
NR	NW
CHECKED	BTJ
	DW

ASSOCIATE ARCHITECT
Populus
4800 Main Street, Suite 300
Kansas City, MO 64112
816.221.1500

STRUCTURAL ENGINEER
Walter P. Moore
1301 McKinney, STE 1100
Houston, TX 77010
713.630.7300

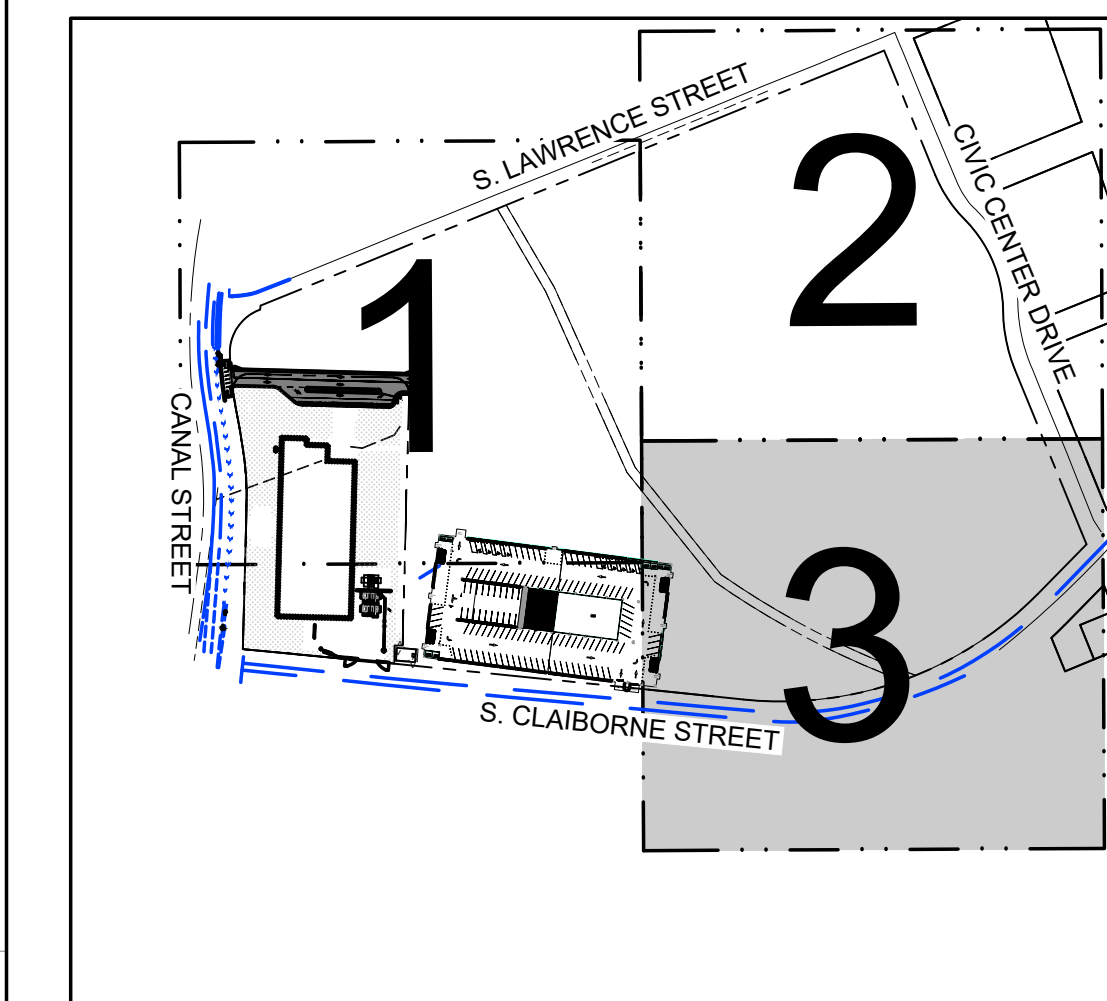
MEFP ENGINEER
Henderson Engineers
1801 Main Street, STE 300
Kansas City, MO 64108
816.663.8700

CIVIL ENGINEER
Driven Engineering
805 Morris Hill Road
Semmes, AL 36575-6445
251.649.4011

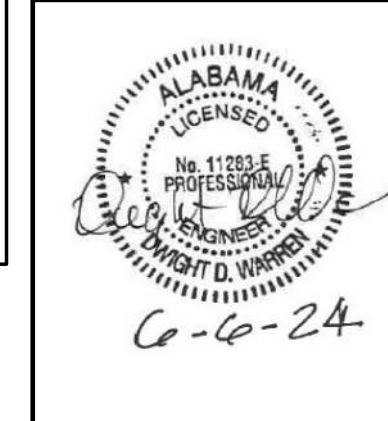
MOBILE CIVIC CENTER - DEMOLITION PACKAGE

401 CIVIC CENTER DRIVE
MOBILE, AL 36602

AGENCY 1 # [000000]
AGENCY 2 # [000000]
AGENCY 1 # [000000]
AGENCY 2 # [000000]
GMC # AM06230117



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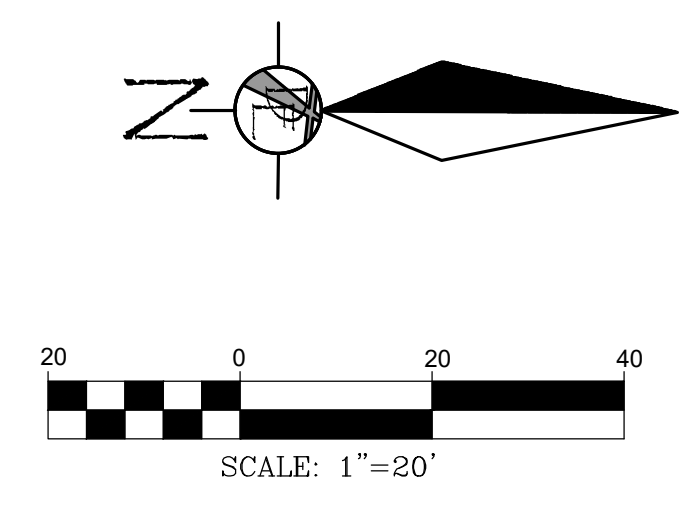
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Semmes, AL 36575
(251) 649-4011 office
(251) 645-0971 fax
www.drivenengineering.com

DRIVEN ENGINEERING PROJECT NO. 24019

SHEET INDEX
NATURAL GAS,
ELECTRICAL AND
COMMUNICATIONS
DEMO ZONE 3
C13.00

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- NOTES**
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ISSUE	DATE
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REVISED EAST AND SOUTH DEMOLITION LIMITS	06/06/2024

ASSOCIATE ARCHITECT
 Populous
 4800 Main Street, Suite 300
 Kansas City, MO 64112
 816.221.1500

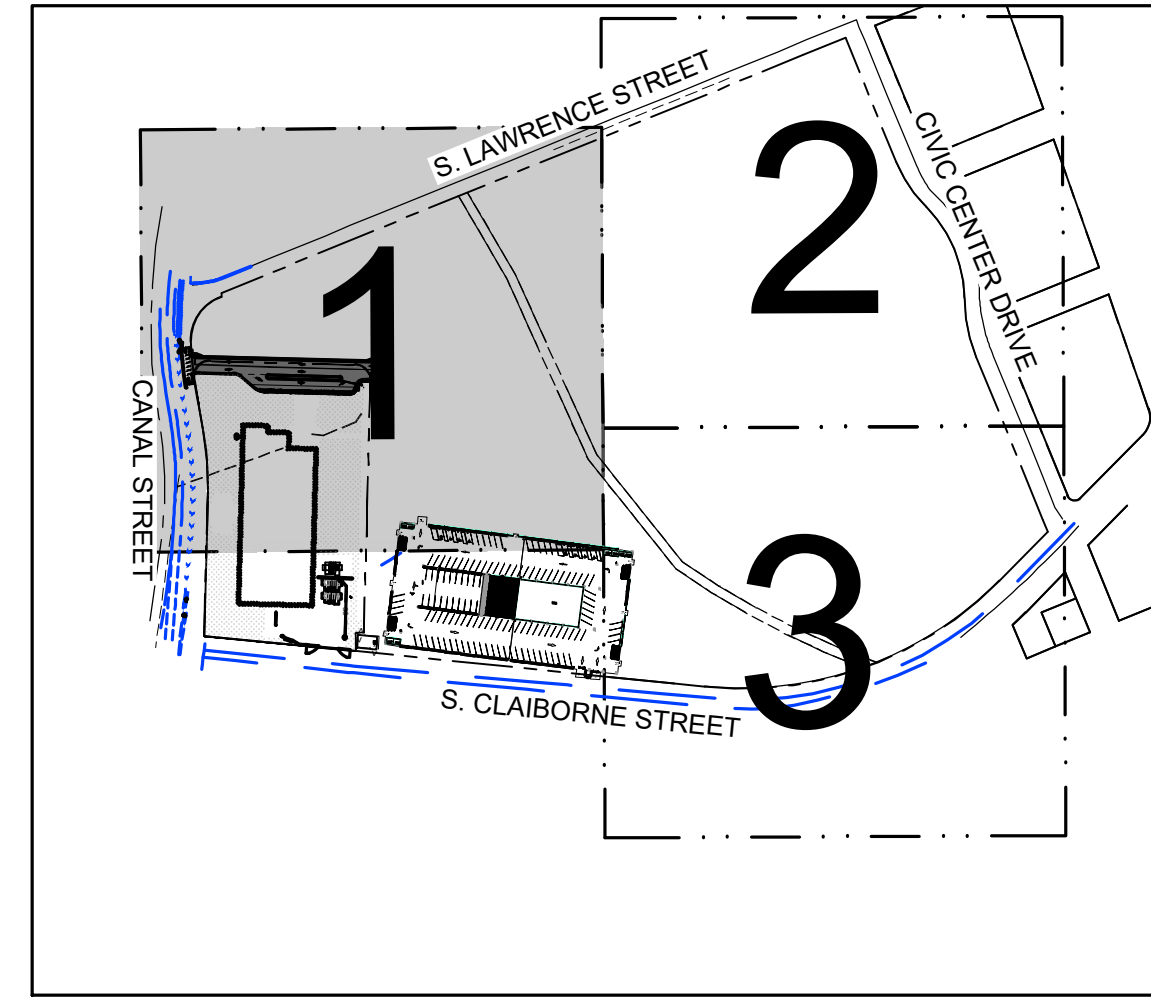
STRUCTURAL ENGINEER
 Walter P. Moore
 1301 McKinney, STE 1100
 Houston, TX 77010
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MEFP ENGINEER
 Henderson Engineers
 1801 Main Street, STE 300
 Kansas City, MO 64108
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CIVIL ENGINEER
 Driven Engineering
 805 Morris Hill Road
 Semmes, AL 36575-6445
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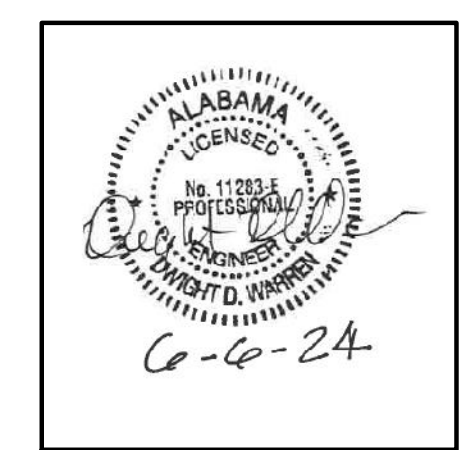
MOBILE CIVIC CENTER - DEMOLITION PACKAGE
 401 CIVIC CENTER DRIVE
 MOBILE, AL 36602

AGENCY 2# [00000]
 AGENCY 1# [00000]
 GMC # AM06230117



MATCHLINE SEE SHEET C16.00

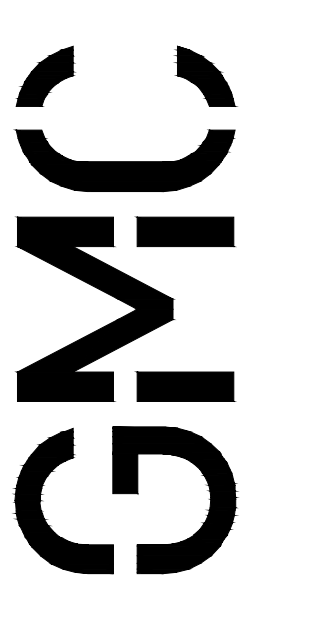
MATCHLINE SEE SHEET C15.00



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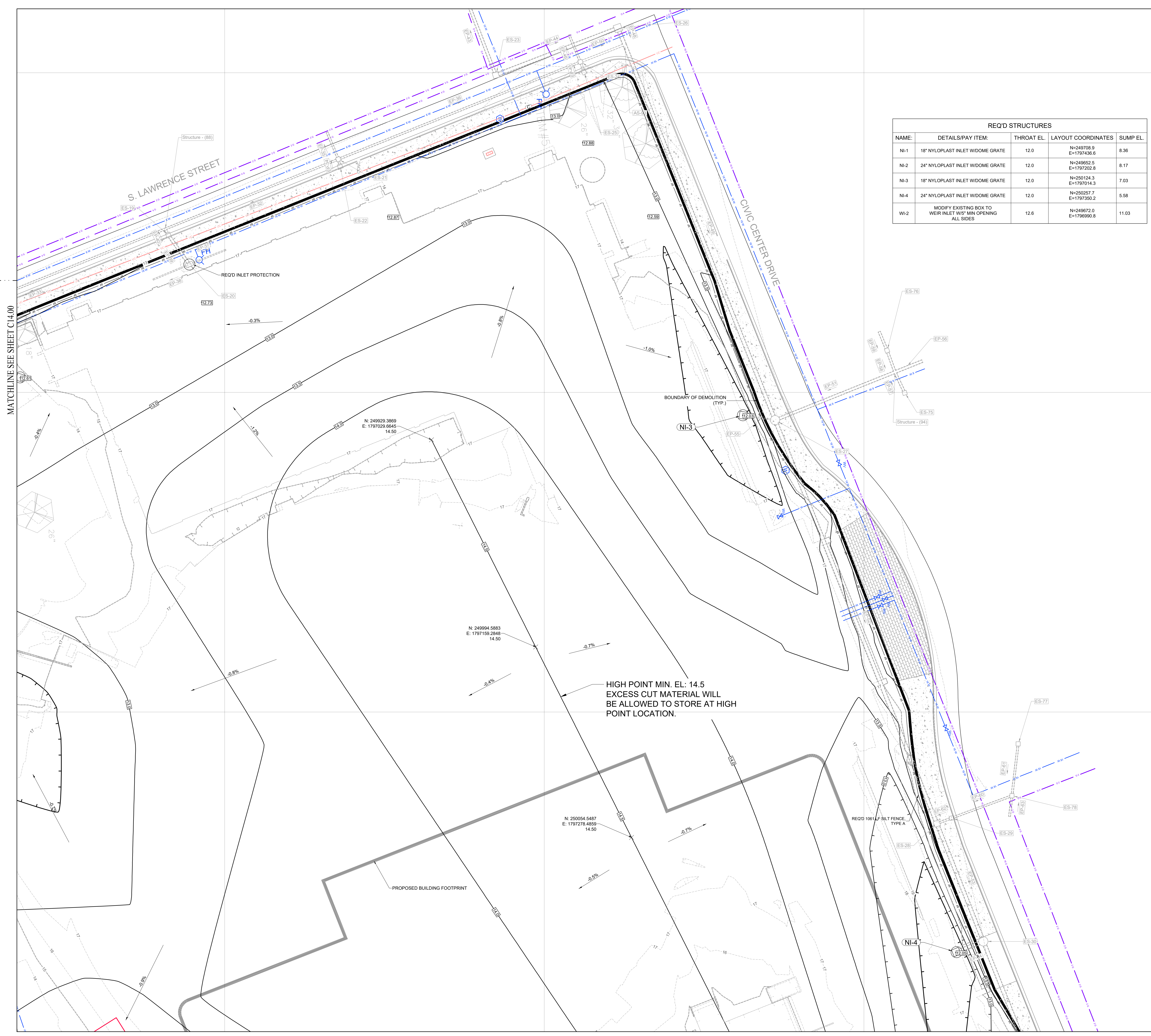
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 GRADING AND DRAINAGE ZONE 1

C14.00

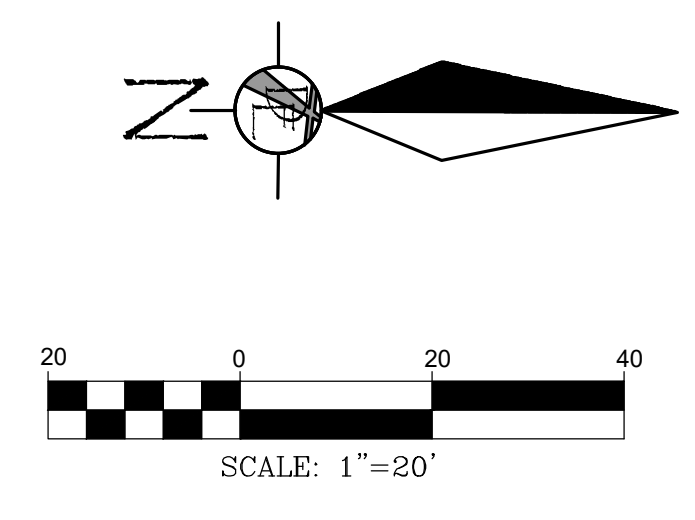


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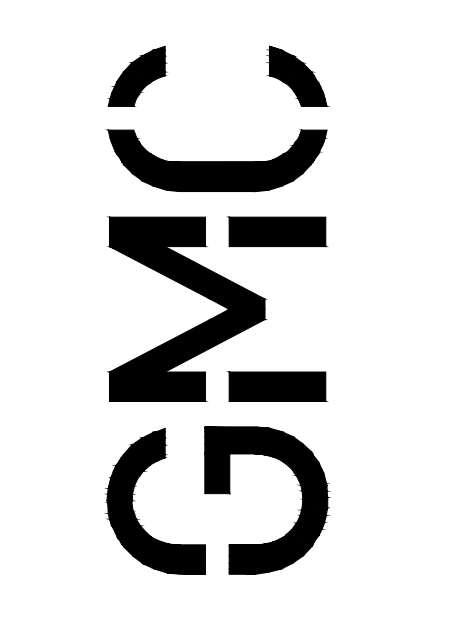


REQ'D STRUCTURES				
NAME:	DETAILS/PAY ITEM:	THROAT EL.	LAYOUT COORDINATES	SUMP EL.
NI-1	18" NYLOPLAST INLET WIDOME GRATE	12.0	N=249708.9 E=1797436.8	8.36
NI-2	24" NYLOPLAST INLET WIDOME GRATE	12.0	N=249652.5 E=1797202.8	8.17
NI-3	18" NYLOPLAST INLET WIDOME GRATE	12.0	N=250124.3 E=1797014.3	7.03
NI-4	24" NYLOPLAST INLET WIDOME GRATE	12.0	N=250257.7 E=1797350.2	5.58
WI-2	MODIFY EXISTING BOX TO WEIR INLET W/ 1" MIN CRENELL ALL SIDES	12.6	N=249672.0 E=1796990.8	11.03



- NOTES**
- GREENFIELD HIGHT POINT IS SHOWN AT EL: 14.5. THIS ELEVATION IS A MINIMUM ELEVATION. IF EXCESS MATERIAL WILL BE CUT FROM THE SITE, STOCKPILING AT THE HIGH POINT WILL BE ALLOWED.

- NOTES**
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REVISED EAST AND SOUTH	06/06/2024
DEMOLITION LIMITS	

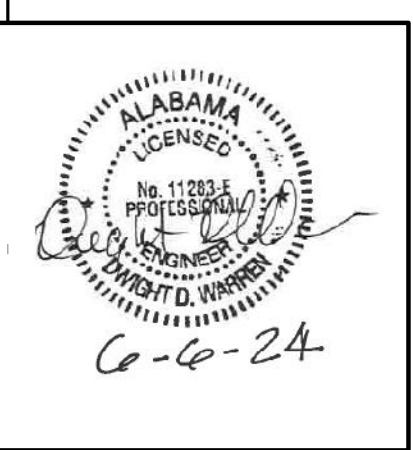
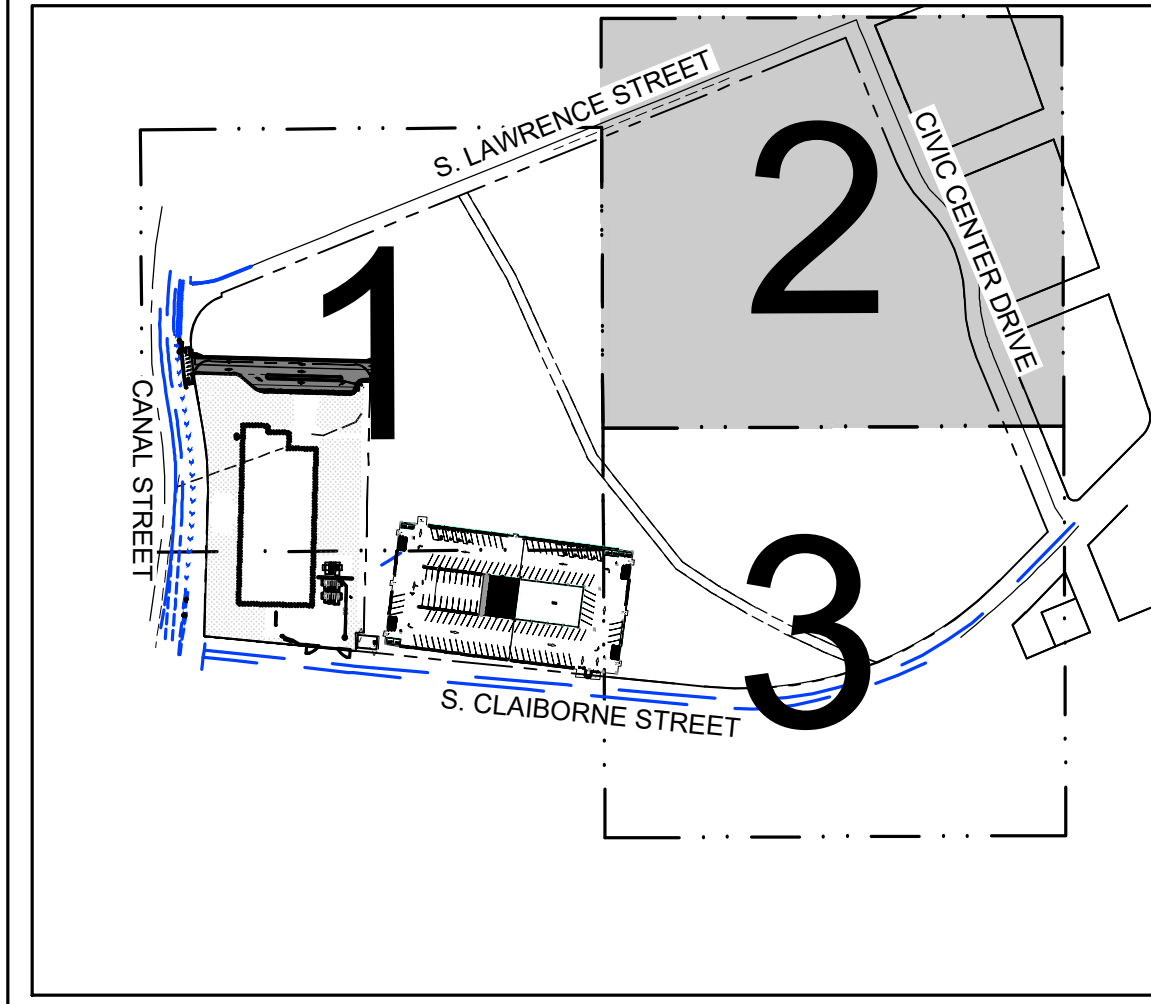
ASSOCIATE ARCHITECT
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Kansas City, MO 64112
816.221.1500

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Driven Engineering
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Semmes, AL 36575-6445
251.649.4011

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MOBILE, AL 36602
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AGENCY 1# [00000]
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DRIVEN ENGINEERING PROJECT NO. 24019

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SHEET INDEX
GRADING AND DRAINAGE ZONE 2
C15.00

MATCHLINE SEE SHEET C14.00

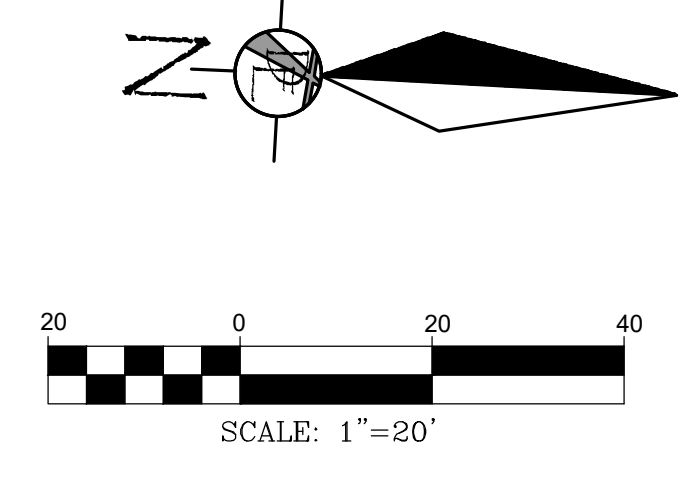
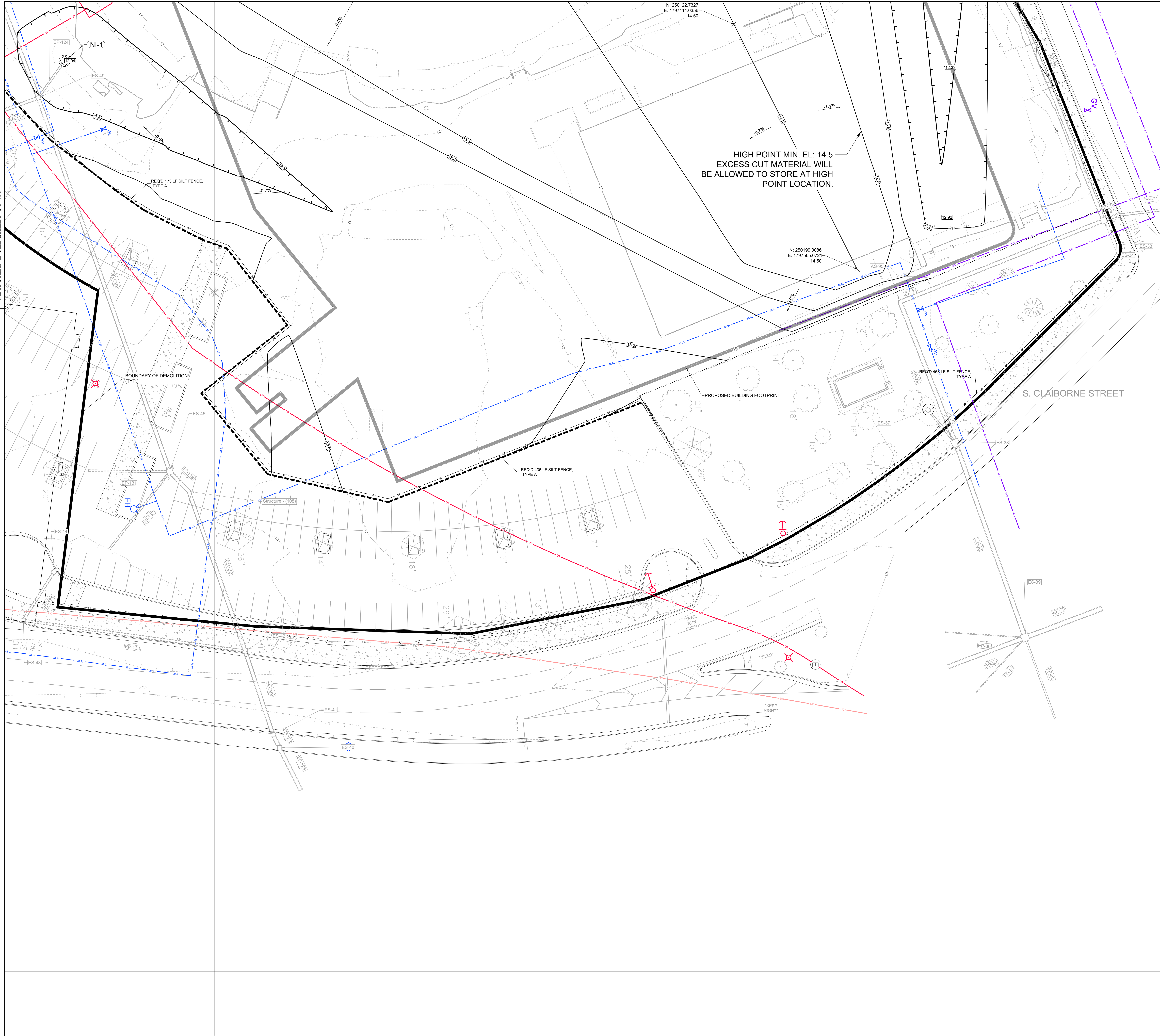
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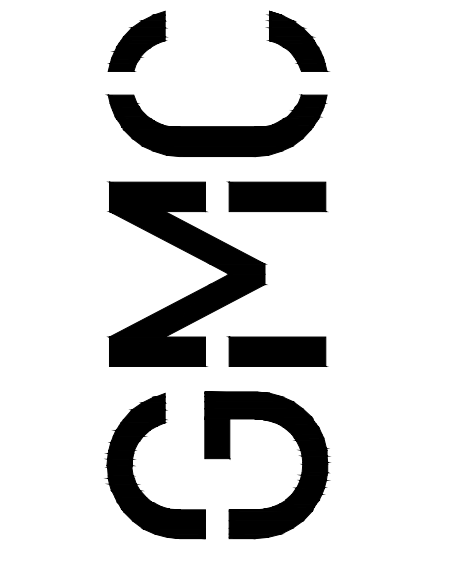
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ISSUE DATE	FOR PERMIT & DEMOLITION
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06/06/2024	REVISED EAST AND SOUTH
	DEMOLITION LIMITS

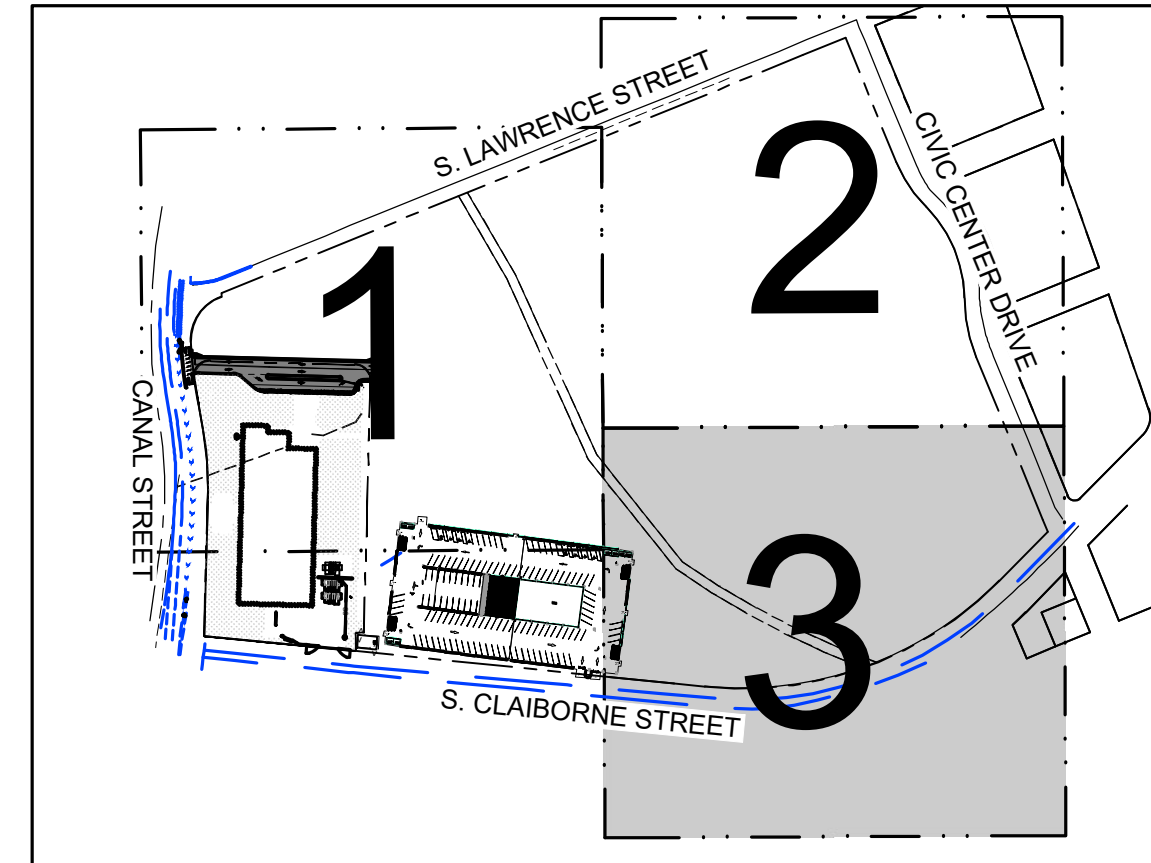
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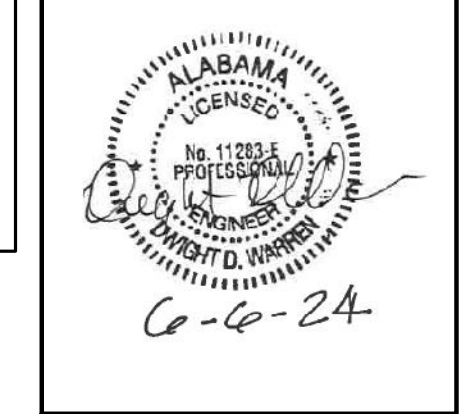
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Henderson Engineers
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Driven Engineering
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Semmes, AL 36575-6445
251.649.4011

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DRIVEN ENGINEERING PROJECT NO. 24019

SHEET INDEX
GRADING AND DRAINAGE ZONE 3
C16.00

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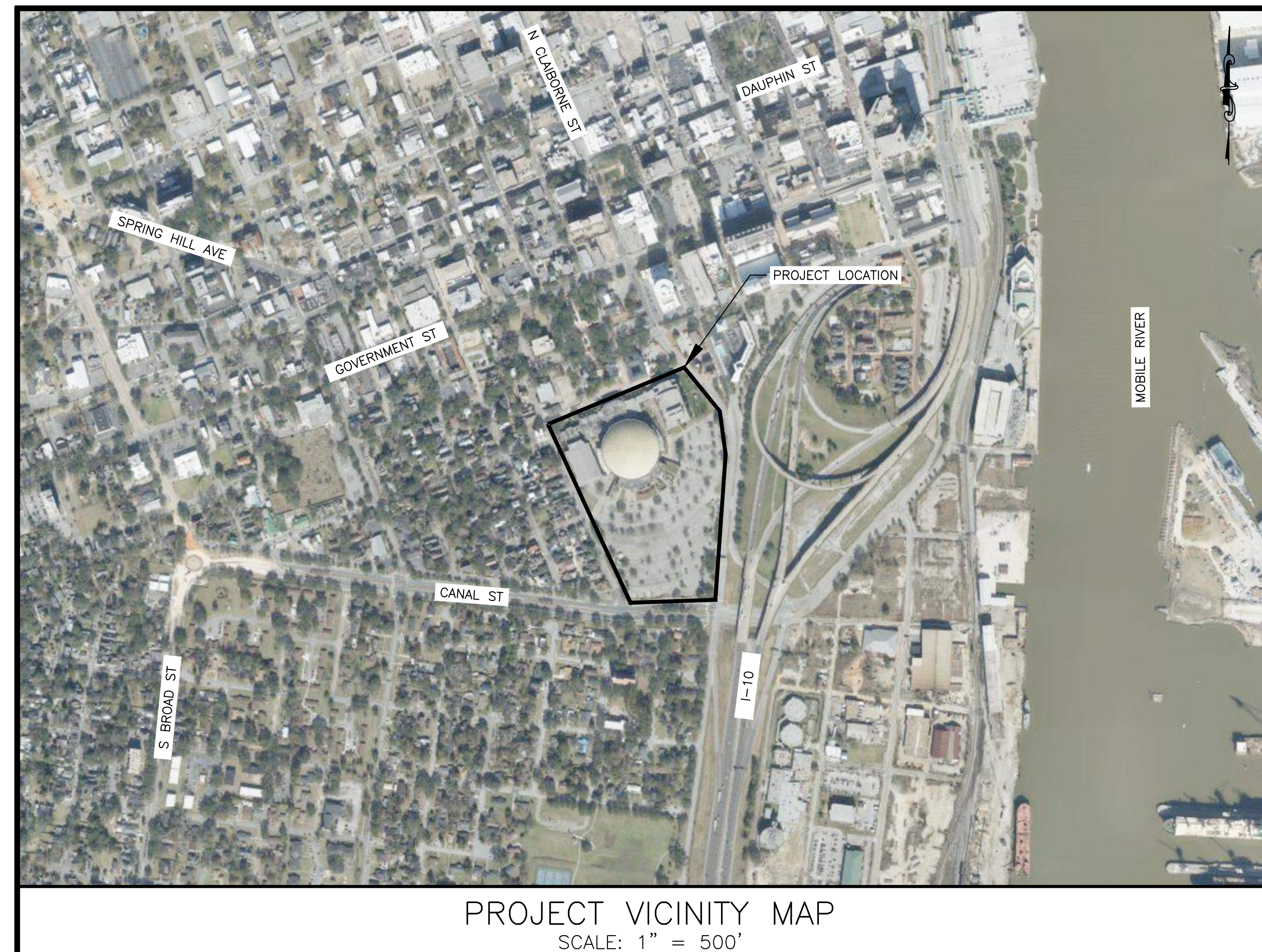
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ASBESTOS ABATEMENT PLAN MOBILE CIVIC CENTER

THESE PLANS HAVE BEEN DESIGNED IN ACCORDANCE WITH ALABAMA DEPARTMENT OF TRANSPORTATION
"STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION", 2018 EDITION

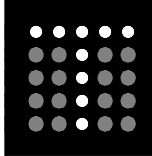
PROJECT NUMBER 2023-1101-0140

100% SUBMITTAL



INDEX OF DRAWINGS	
SHEET	DESCRIPTION
G100	COVER SHEET AND INDEX OF DRAWINGS
C100	THEATRE SECOND FLOOR
C101	THEATRE THIRD FLOOR
C102	THEATRE FIRST FLOOR
C103	AUDITORIUM SECOND FLOOR
C104	AUDITORIUM THIRD FLOOR
C105	AUDITORIUM FIRST FLOOR
C106	EXPO HALL

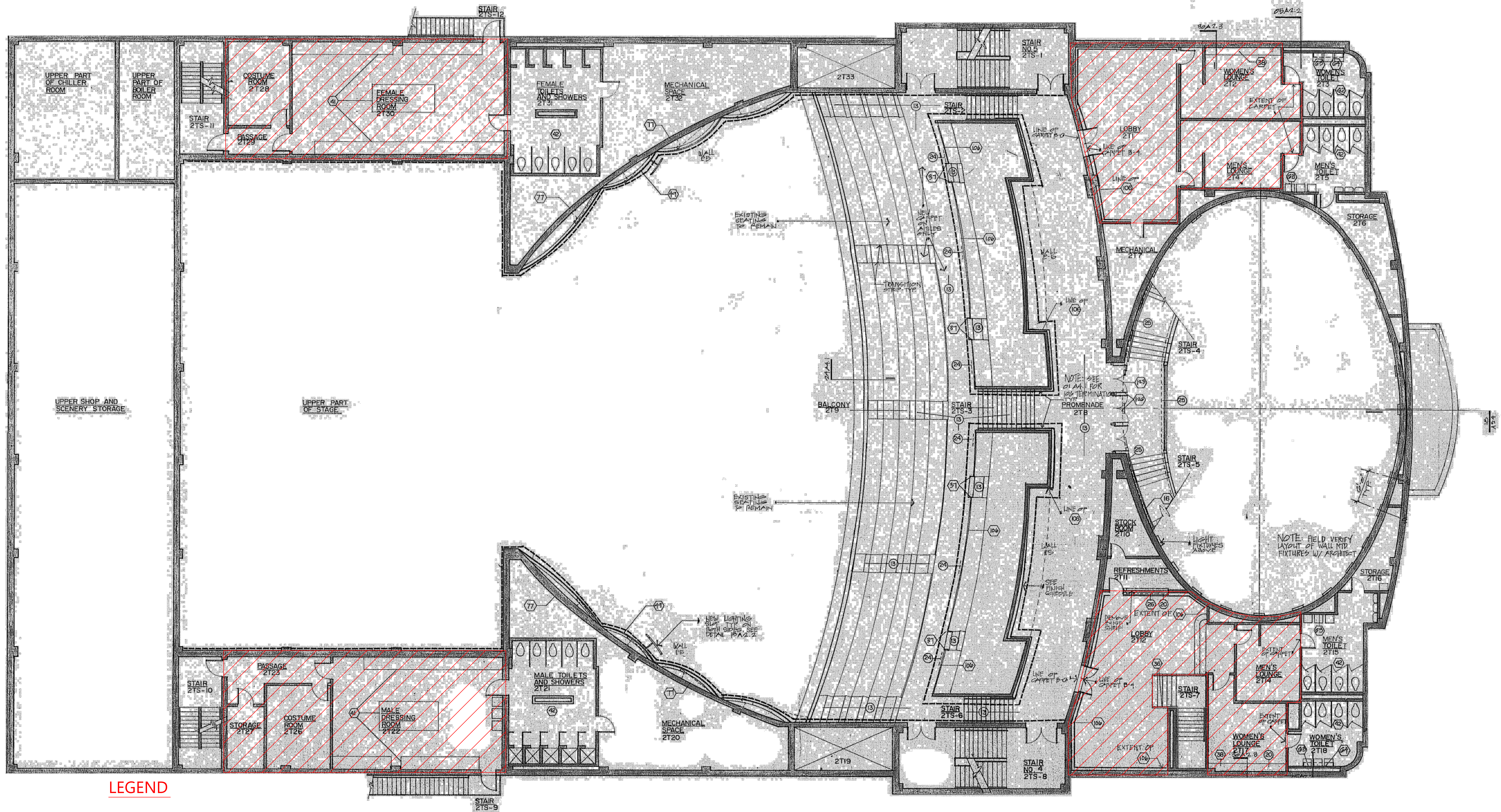
MAY 2024

 **thompson**
ENGINEERING
2970 COTTAGE HILL RD., STE. 190
MOBILE, ALABAMA 36606 TEL: (251) 666-2443
FAX: (251) 666-6422

SUBMITTED BY:

Frederick W. Rowell Jr.





LEGEND

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CITY OF MOBILE
P.O. BOX 1827
MOBILE, ALABAMA 36633

thompson ENGINEERING

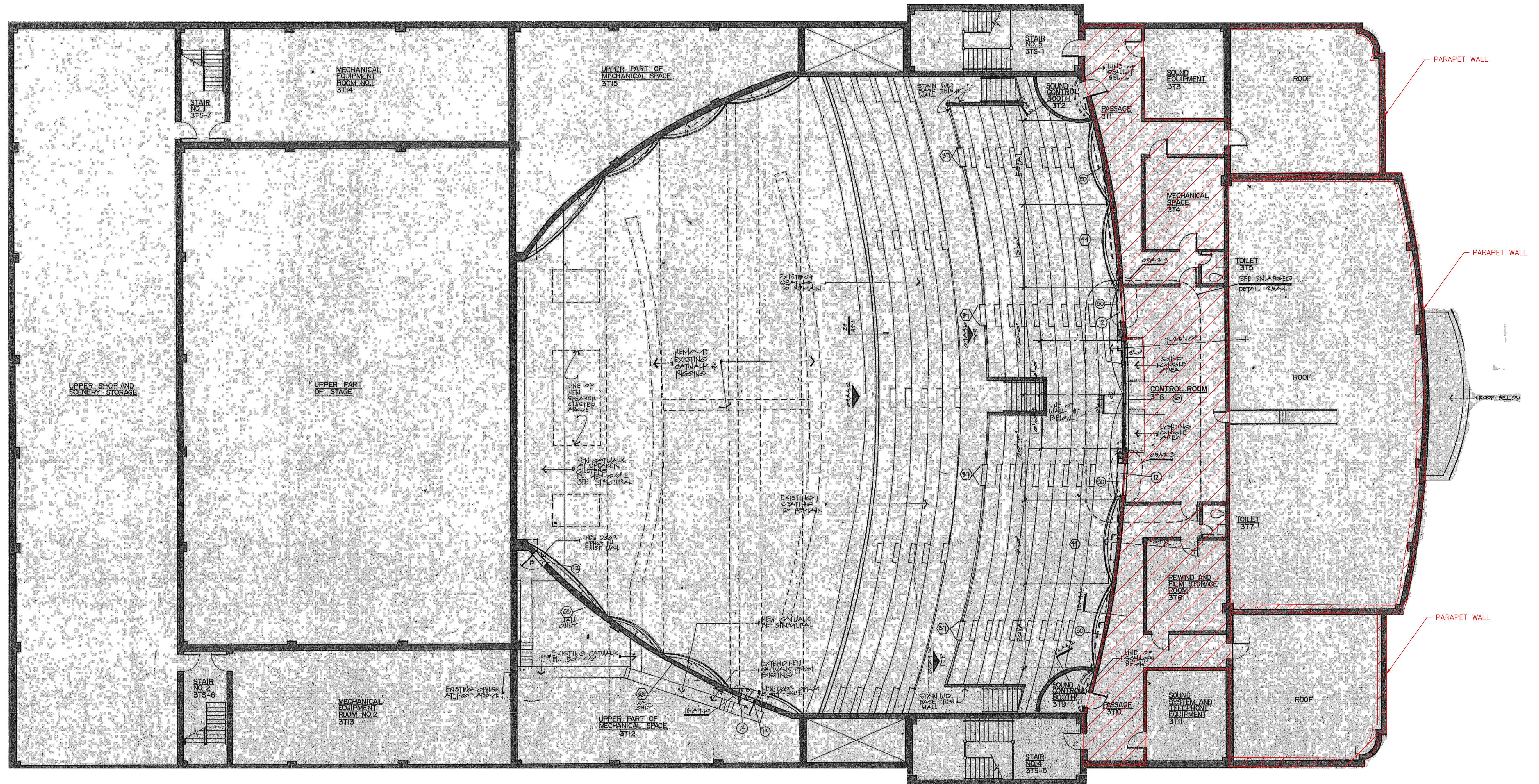
2970 COTTAGE HILL RD., STE. 190
MOBILE, ALABAMA 36608

SCALE: N.T.S. PLOT SCALE: 1:1 DRAWN BY: KMC CHECKED BY: CAB APPROVED BY: FWR

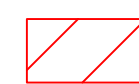
TEL: (251) 666-2443
FAX: (251) 666-6422

ASBESTOS ABATEMENT PLAN
MOBILE CIVIC CENTER
THEATRE SECOND FLOOR

DATE: MAY 2024 JOB NO.: 2023-1101-0140 DRAWING NO.: C100 REVISION NO.: A



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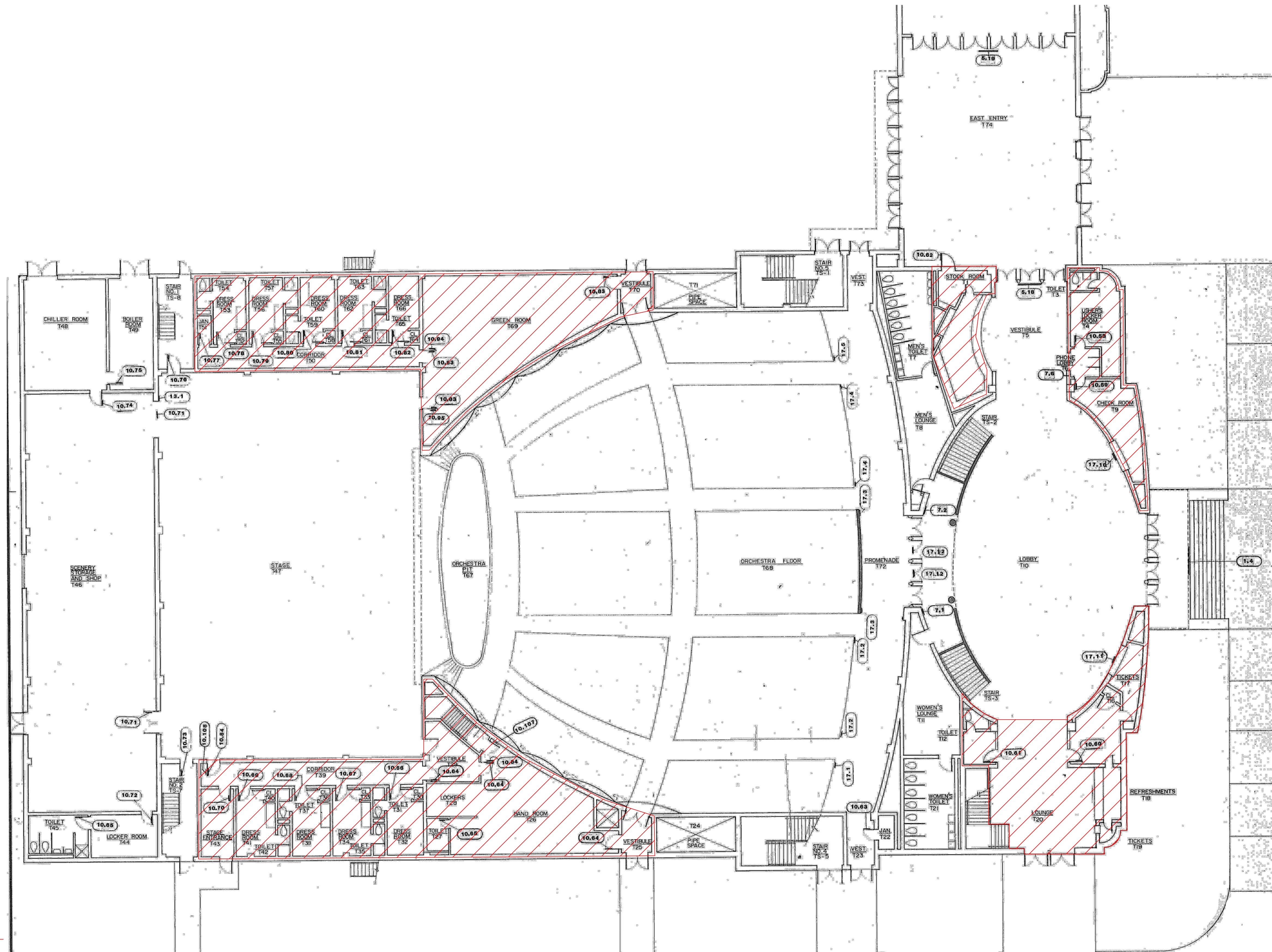
CITY OF MOBILE
P.O. BOX 1827
MOBILE, ALABAMA 36633

thompson ENGINEERING
2970 COTTAGE HILL RD., STE. 190
MOBILE, ALABAMA 36606
TEL: (251) 666-2443
FAX: (251) 666-6422

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ASBESTOS ABATEMENT PLAN
MOBILE CIVIC CENTER
THEATRE THIRD FLOOR

JOB NO.: 2023-1101-0140
DRAWING NO.: C101
REVISION NO.: A



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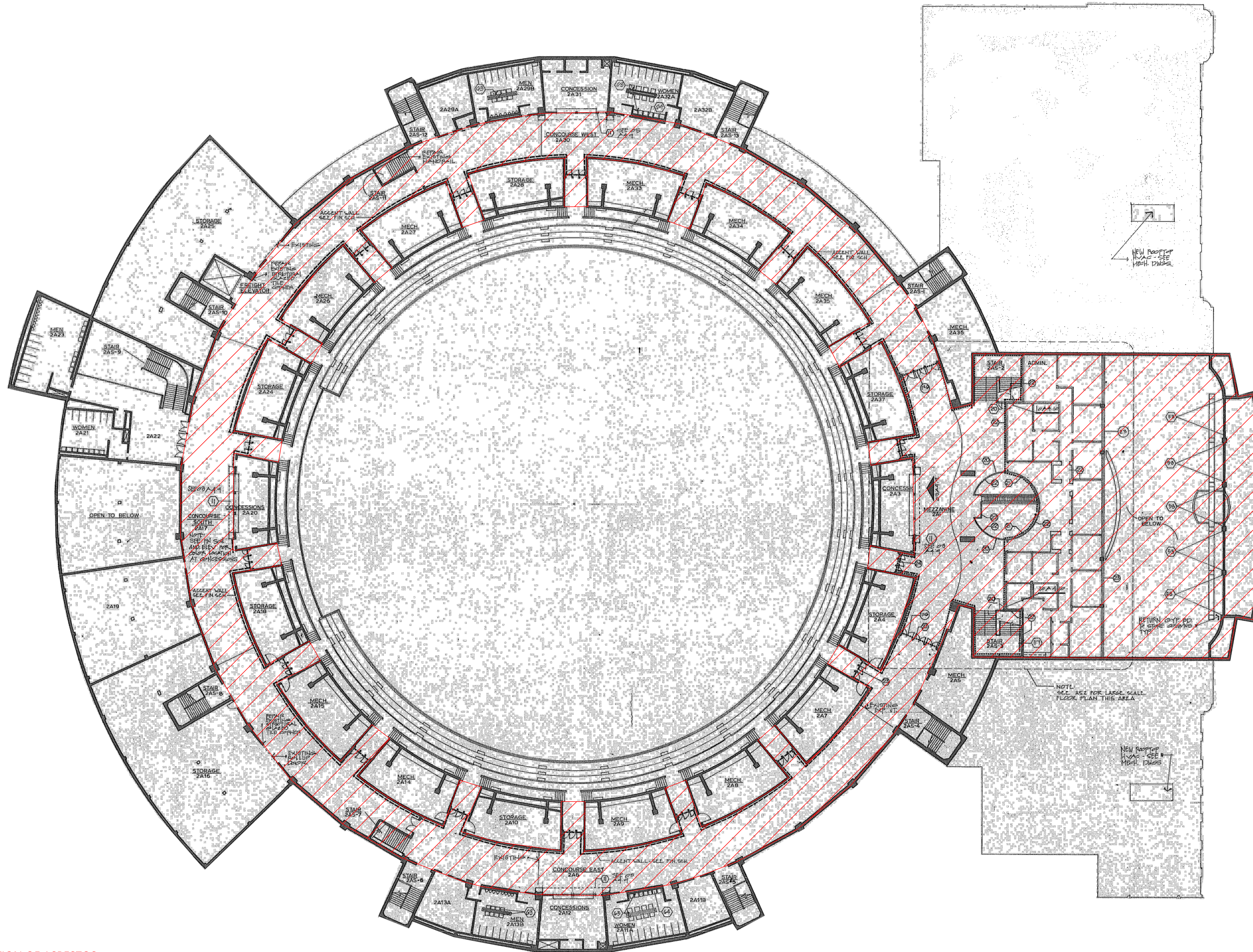
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MOBILE, ALABAMA 36606
TEL: (251) 666-2443
FAX: (251) 666-6422

SCALE: N.T.S. PLOT SCALE: 1:1 DRAWN BY: KMC CHECKED BY: CAB APPROVED BY: FWR DATE: MAY 2024

ASBESTOS ABATEMENT PLAN
MOBILE CIVIC CENTER
THEATRE FIRST FLOOR

JOB NO.: 2023-1101-0140 DRAWING NO.: C102 REVISION NO.: A

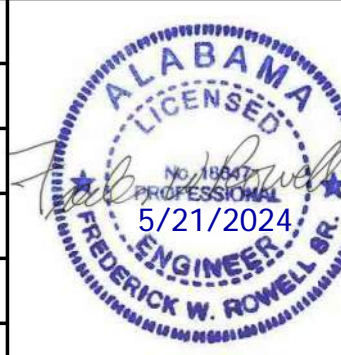


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MOBILE, ALABAMA 36633



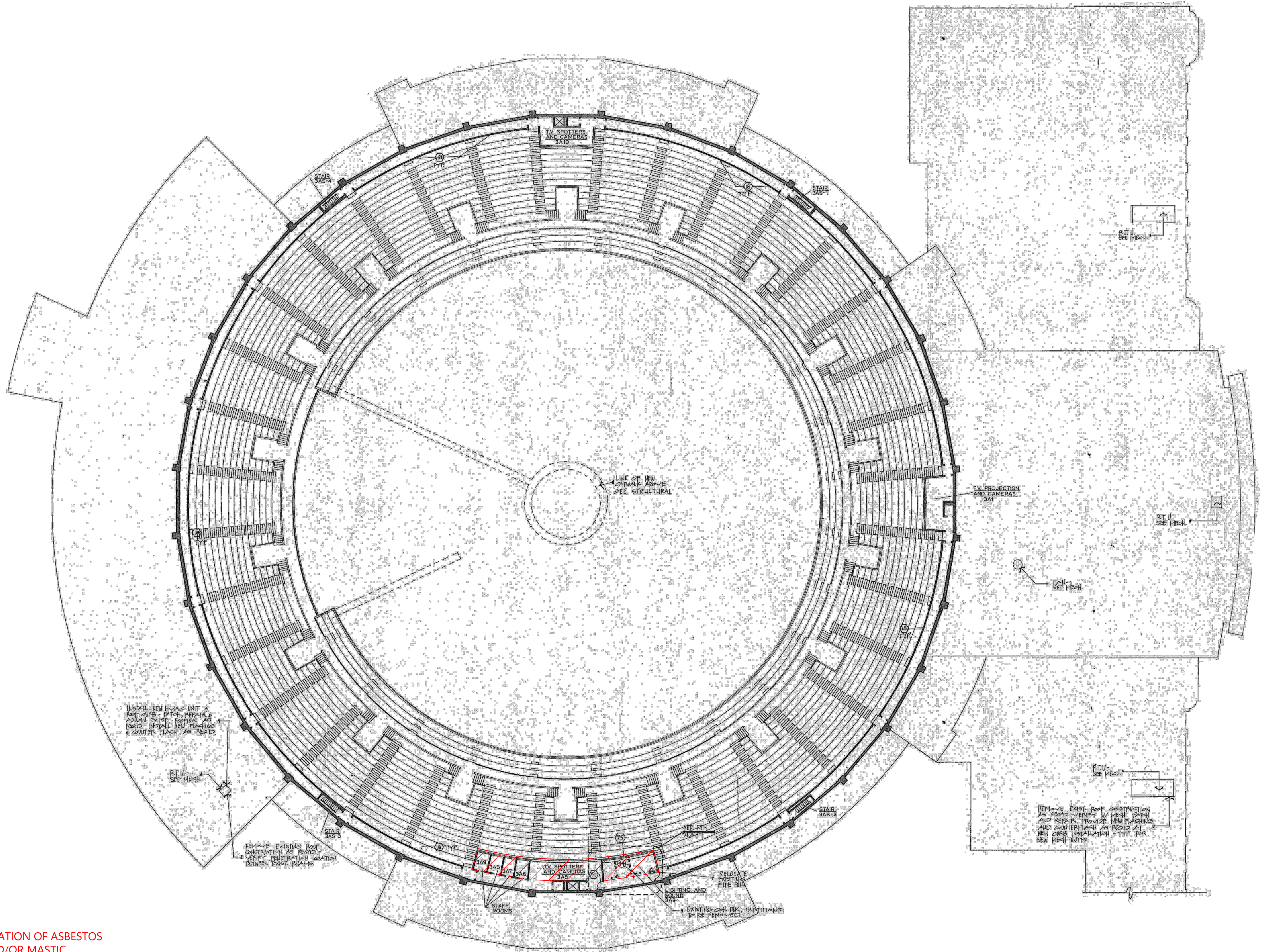
2970 COTTAGE HILL RD., STE. 190
MOBILE, ALABAMA 36606

TEL: (251) 666-2443
FAX: (251) 666-6422

SCALE:	PLOT SCALE:	DRAWN BY:	CHECKED BY:	APPROVED BY:	DATE:	JOB NO.:	DRAWING NO.:	REVISION NO.:
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ASBESTOS ABATEMENT PLAN
MOBILE CIVIC CENTER

AUDITORIUM SECOND FLOOR



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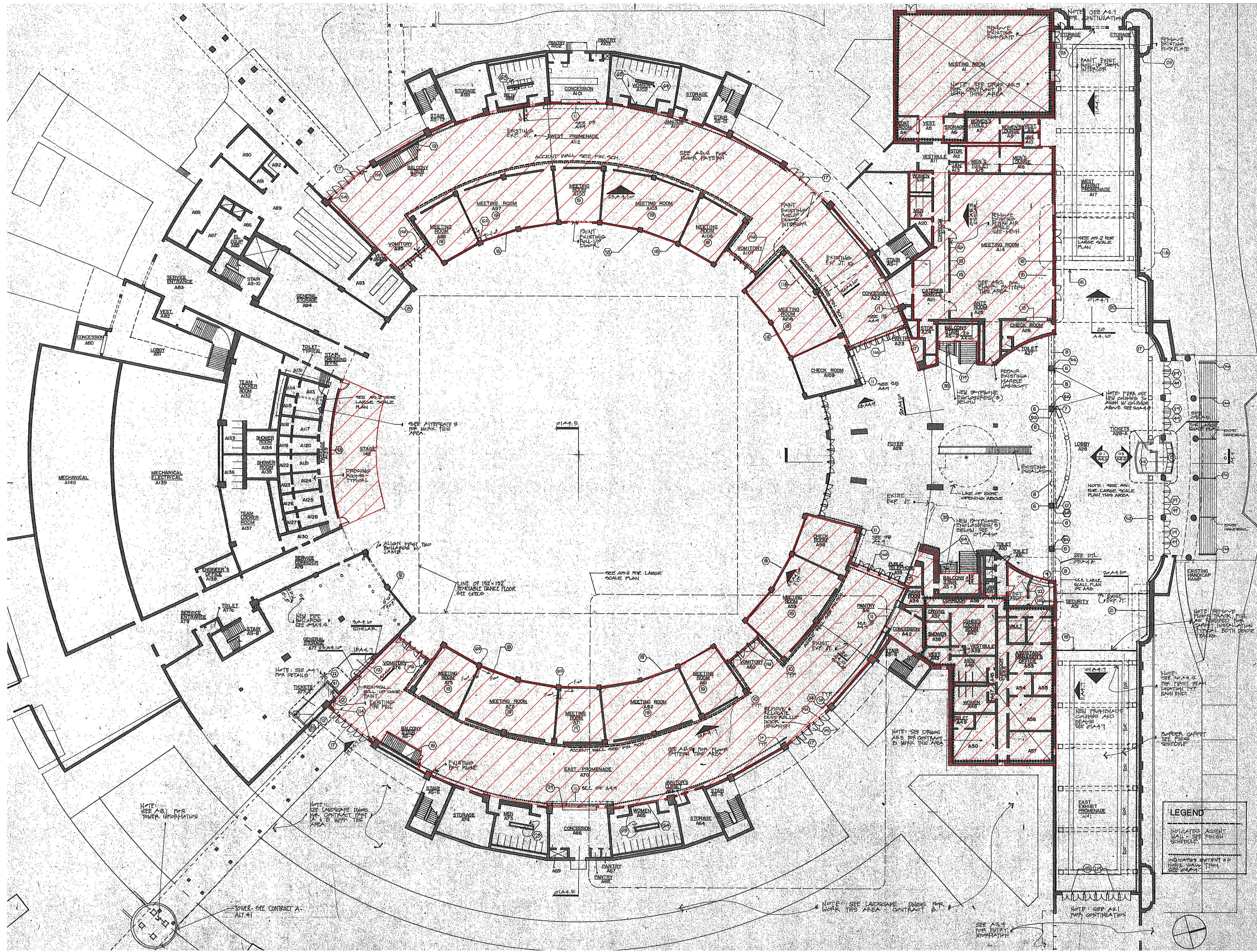
thompson engineering
2970 COTTAGE HILL RD., STE. 190
MOBILE, ALABAMA 36606
TEL: (251) 666-2443
FAX: (251) 666-6422

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ASBESTOS ABATEMENT PLAN
MOBILE CIVIC CENTER

AUDITORIUM THIRD FLOOR

JOB NO.: 2023-1101-0140
DRAWING NO.: C104
REVISION NO.: A



LEGEND


 DENOTES APPROXIMATE LOCATION OF ASBESTOS CONTAINING FLOOR TILE AND/OR MASTIC

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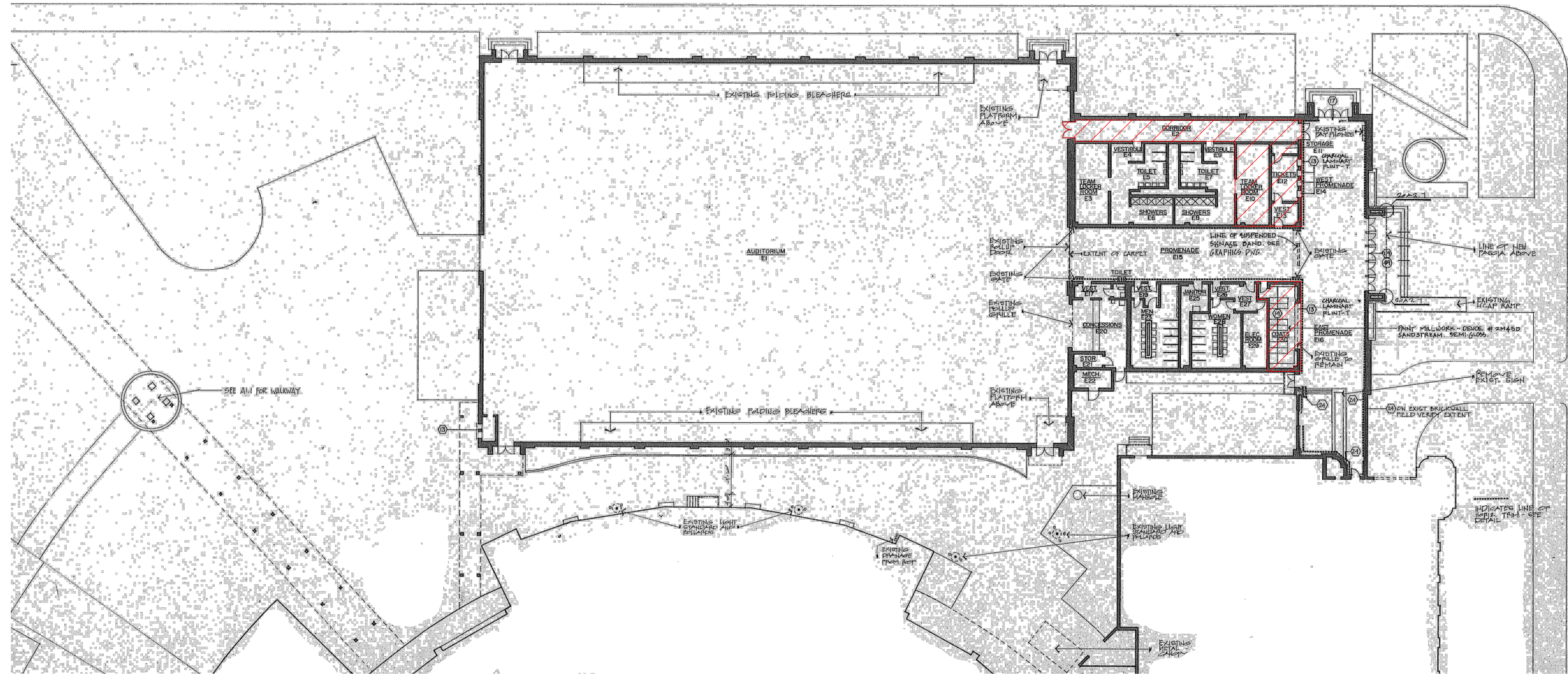
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 MOBILE, ALABAMA 36633
thompson ENGINEERING
 2970 COTTAGE HILL RD., STE. 190
 MOBILE, ALABAMA 36608
 TEL: (251) 666-2443
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ASBESTOS ABATEMENT PLAN
MOBILE CIVIC CENTER
AUDITORIUM FIRST FLOOR
 JOB NO.: 2023-1101-0140 DRAWING NO.: C105 REVISION NO.: A

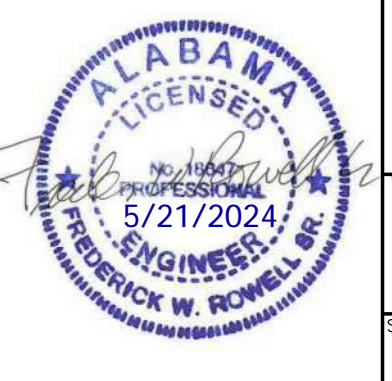


LEGEND

 DENOTES APPROXIMATE LOCATION OF ASBESTOS CONTAINING FLOOR TILE AND/OR MASTIC

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P.O. BOX 1827
MOBILE, ALABAMA 36633

thompson
ENGINEERING

2970 COTTAGE HILL RD., STE. 190
MOBILE, ALABAMA 36608

TEL: (251) 666-2443
FAX: (251) 666-6422

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ASBESTOS ABATEMENT PLAN
MOBILE CIVIC CENTER

EXPO HALL

JOB NO.: 2023-1101-0140 DRAWING NO.: C106 REVISION NO.: A

THE UNIVERSITY OF ALABAMA®



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

Certificate of Accreditation

Asbestos Inspector Renewal

Edward Kryger Jr

Alabama Accreditation Number

AIN0623573160

Certificate Expiration Date

June 20, 2024

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.

Handwritten signature in blue ink, reading "Kolbyn Teis".

Environmental Services Manager

Handwritten signature in blue ink, reading "Michael Holmberg".

Associate Director for Environmental Programs

THE UNIVERSITY OF ALABAMA®



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

Certificate of Accreditation

Asbestos Supervisor Renewal

Edward Kryger Jr

Alabama Accreditation Number

ASU0623573160

Certificate Expiration Date

June 9, 2024

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.

Kolyn Teir

Environmental Services Manager

Michael Long

Associate Director for Environmental Programs

THE UNIVERSITY OF ALABAMA®



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

Certificate of Accreditation

Asbestos Management Planner Renewal

Edward Kryger Jr

Alabama Accreditation Number

APL0623573160

Certificate Expiration Date

June 20, 2024

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.

Handwritten signature in blue ink, appearing to read "Kellyn Teur".

Environmental Services Manager

Handwritten signature in blue ink, appearing to read "Michael Perry".

Associate Director for Environmental Programs

Alabama Lead-Based Paint Activities Accreditation Program

THE UNIVERSITY OF ALABAMA[®]



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

Certificate of Accreditation

Lead Based Paint Inspector Initial

Edward Kryger Jr

Alabama Accreditation Number

LIN0221573160

Certificate Expiration Date

February 10, 2024

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

Handwritten signature of Donald D. Stewart in blue ink.

Executive Director

Handwritten signature of Michael Beckwith in blue ink.

Associate Director for Environmental Programs

Alabama Lead-Based Paint Activities Accreditation Program

THE UNIVERSITY OF ALABAMA®



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

Certificate of Accreditation

Lead Based Paint Risk Assessor Initial

Edward Kryger Jr

Alabama Accreditation Number

LRA0221573160

Certificate Expiration Date

February 12, 2024

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

Handwritten signature of Donald D. Stewart in blue ink.

Executive Director

Handwritten signature of Michael W. Perry in blue ink.

Associate Director for Environmental Programs