

**CITY OF BIRMINGHAM-PURCHASING DIVISION
710 NORTH 20TH STREET
P-100 CITY HALL
BIRMINGHAM, AL 35203-2227
OFFICE: (205) 254-2265 / FAX: (205) 254-2484**

**MELINDA A. CUNNINGHAM, SENIOR BUYER
EDWARD WILLIAMS, ASSISTANT PURCHASING AGENT**

**JULY 21, 2023
ITB: 24-11**

TO:	Prospective Bidders	
INVITATION TO BID NUMBER:	Bid #24-11 (A complete copy can be downloaded at www.birminghamal.gov)	
SEPARATE SEALED BIDS FOR:	ASBESTOS ABATEMENT	
INVITATION TO BID RESPONSES WILL BE RECEIVED BY:	MELINDA A. CUNNINGHAM, Senior Buyer Purchasing Division 710 North 20 th Street, P-100 City Hall Birmingham, AL 35203-2227	
IMPORTANT SOLICITATION DATES		
BID DUE DATE:	BID OPENING DATE:	
AUGUST 10, 2023 at 5:00 PM (CENTRAL STANDARD TIME)	AUGUST 11, 2023 at 10:00 AM (CENTRAL STANDARD TIME)	

Bidders wishing to bid can download the complete solicitation including the specifications and bid forms via the internet at www.birminghamal.gov (go to link titled Employment & Bidding, then click on Bidding Opportunities), or by visiting the Purchasing Office at the address shown above, or by calling (205) 254-2265 and requesting a copy be mailed to you.

BID OPENING WILL BE HELD AT:
Purchasing Division
710 North 20th Street
P-100 City Hall
Birmingham, AL 35203-2227

TELEPHONE INQUIRIES – NOT ACCEPTED

Telephone inquiries with questions regarding clarification of any and all specifications of the ITB will not be accepted. All questions **must** be e-mailed to Melinda A. Cunningham at melinda.cunningham@birminghamal.gov.

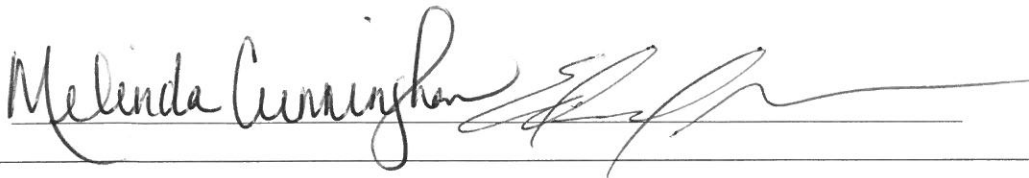
Submissions may be withdrawn, modified, and resubmitted prior to the formal bid opening due date. **Any submission modification(s) submitted after the “Bid Opening Due Date” may not be considered.**

The City of Birmingham reserves the right to accept or reject any or all bids, or any part of any bid, and to waive any informalities or irregularities in the bid. The City of Birmingham may award contract in whole or in part based on the needs of the City of Birmingham.

All costs incurred by the company to respond to this solicitation will be wholly the responsibility of the Bidder. All copies and contents of the bid, attachments, and explanations thereto submitted in response to this ITB, except copyrighted material, shall become the property of the City of Birmingham regardless of the bidder selected. Response to this solicitation does not constitute an agreement between the Bidder and the City of Birmingham.

The City of Birmingham is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City of Birmingham or any other means of delivery employed by the bidder. Similarly, the City of Birmingham is not responsible for, and will not open, any bid responses which are received later than the date and time indicated above. Late bid responses will be retained in the bid file, unopened.

RELEASED BY:



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INVITATION TO BID

Sealed bids marked "ASBESTOS ABATEMENT" will be received by the Purchasing Agent, P-100 First Floor of City Hall, 710 North 19th Street, Birmingham, Alabama 35203.

Bids will be accepted until 5:00 PM central time (standard or daylight savings time, as applicable) on **AUGUST 10, 2023**.
Bids submitted after these dates and times will not be considered.

Bids will be publicly opened at 10:00 AM on AUGUST 11, 2023.

The City has resumed having public bid openings and if you plan to attend in person, we ask that you wear a mask. You may also participate virtually via WebEx. Login information can be found on the City's website at www.birminghamal.gov (go to link titled **Employment & Bidding**, then click on **Bidding Opportunities**).

The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the Bidder. Similarly, the City is not responsible for, and will not open, any bid/proposal responses, which are received later than the date and time, indicated above. Late bids/proposals will be retained in the bid/proposal file, unopened.

TELEGRAPHIC/ELECTRONIC BID RESPONSES

Proposal responses sent by electronic devices (i.e., facsimile machines and email) are not acceptable and will be rejected upon receipt. Vendors will be expected to allow adequate time for delivery of their bid responses either by airfreight, postal services, or by other means.

TERM OF CONTRACT

Any contract resulting from this ITB will become effective upon bid award. Per Section 3-3-7(7) of the Birmingham City Code and State Bid Law, the proposed contract shall be in effect for a minimum of one (1) year guaranteed with the option of renewal for two (2) additional one-year terms, contingent upon Council approval.

CERTIFIED CHECK/BID BOND/CASHIER'S CHECK

In order for any bid award to be considered your bid must be accompanied by an acceptable bid bond, certified check or cashier's check in the amount of \$5,000.00 payable to the City of Birmingham. Bid bond, certified check or cashier's checks will be returned to all unsuccessful bidders after the formal award is made and to the successful bidder after acceptance of award. Should the successful bidder fail to accept the award, the bid bond check shall be forfeited.

The City follows a policy of nondiscrimination. No contractor with the City should discriminate on the basis of race, sex, religion or national origin. Failure by the Vendor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City deems appropriate.

No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.
All bids submitted on the bid form provided delivered F. O. B. City of Birmingham, Birmingham, AL 35203.
The City reserves the right to reject any or all bids submitted, in whole or part, and to waive any informalities.

Bids must be submitted in a sealed envelope marked "**ITB# 24-11 "ASBESTOS ABATEMENT", 5:00 PM, AUGUST 10, 2023**". Bids may be **hand delivered** to Purchasing, Room P-100 First Floor, City Hall, Birmingham, Alabama or **mailed** to City of Birmingham, 710 North 20th Street, Birmingham, AL 35203. Bids mailed in (i.e. USPS, Federal Express, UPS, Airborne, etc.) **must** specify delivery to Room P-100, 1st Floor-City Hall.

Published in Alabama Messenger 07/22/2023


Edward Williams, Assistant Purchasing Agent

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INVITATION TO BID *Continued*

GENERAL

The City of Birmingham is seeking bids for Janitorial Services. The basis of the bid shall consist primarily of Janitorial Services, that the City may require during the life of this contract. The City intends to award to the lowest priced, most responsive, and responsible bidder.

CONTACT

Questions regarding procurement should be addressed to Melinda Cunningham, Purchasing Division at 205-254-2878 or by email, melinda.cunningham@birminghamal.gov between the hours of 8:30 AM and 5:00 PM, Monday through Friday.

Questions regarding technical aspects should be addressed to Michael Glover, Chief Condemnation & Demolition Coordinator at 205-254-2242 or by email, artemus.willis@birminghamal.gov between the hours of 8:00AM and 5:00PM, Monday through Friday.

FORM W-9

Any successful bidder who is not currently set up as a vendor in the City of Birmingham vendor file will be required to submit a completed W-9 tax form prior to any award. The W-9 tax form may be submitted with your bid or no later than seven (7) working days of receipt of notice of intent to award.

BUSINESS LICENSE

The City of Birmingham must have a copy of the successful bidder's current City of Birmingham business license prior to formal award of contract. Each bidder may submit a copy of his/her license along with his/her bid. However, in the event you receive a notification of intent to award letter, bidder must provide a copy of his/her current business license no later than seven (7) working days of receipt. Failure to submit the requested information will result in the notice of intent to award being revoked.

CERTIFIED CHECK / BID BOND / CASHIER'S CHECK

In order for any bid award to be considered your bid must be accompanied by an acceptable bid bond, certified check or cashier's check in the amount of \$5,000.00 payable to the City of Birmingham. Bid bond, certified check or cashier's checks will be returned to all unsuccessful bidders after the formal award is made and to the successful bidder after acceptance of award. Should the successful bidder fail to accept the award, the bid bond check shall be forfeited.

E-VERIFY

Successful Vendor (located in the State of Alabama or located outside of the State of Alabama, but employs one or more employees within the State of Alabama) represents and warrants that it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien", as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (H.B.56) of the Alabama Legislature, as amended from time to time (the "Act") and that, during the performance of this contract, Vendor shall participate in the E-Verify program as required under the term of the Act. Vendor agrees to comply with all applicable provisions of the Act. As a condition for the award of any contract, Vendor shall provide documentation establishing that the Vendor is enrolled in the E-Verify program, or a signed, written statement that the Vendor does not have a presence (one or more employees) in the State of Alabama.

ADDENDA

Any addenda will be available on the internet. Bidder is responsible for checking the website for addenda until the bid opening date. Addenda will be mailed to only those vendors who were provided a copy in person or by mail.

CONTRACT AWARD

The contract shall become effective from the date in the Notification of Award letter which will be mailed to the successful vendor. Contract award to purchase the service covered in this bid document shall be construed under and governed by the law of the State of Alabama and each party thereto irrevocably agrees to be subject to the jurisdictions of the courts of the State of Alabama.

AWARD

Contract will be awarded to the lowest most responsive and responsible bidder(s) who meets all bid requirements and has a history of successfully completing like work.

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INVITATION TO BID *Continued*

SINGLE BID

If a single bid response is received for this ITB, the City reserves the option to award or negotiate for a lower price with the rejected Bidder and other Bidders by means of sealed quotes, upon department approval. The rejected Bidder's initial offer will not be disclosed to other Bidders, prior to the awarding of a contract. The award will be made to the company offering the lowest negotiated quotation, provided that all conditions and specifications required by the City are met.

NEGOTIATIONS

The City of Birmingham reserves the right to enter into contract negotiations with the selected Bidder. If the City and the selected Bidder cannot negotiate a successful contract, the City may terminate negotiations and begin negotiation with the next selected Bidder. This process will continue until a contract has been executed or all submitted bids have been rejected. No Bidder shall have any rights against the City arising from such negotiations.

CANCELLATION

The City reserves the right to cancel the contract, in whole or part, and seek new bids at any time the City determines that the services, item(s) and/or product lines(s) being supplied is/are failing to perform satisfactorily or any bid that imposes a service fee or any other type of fee on any order not exceeding a minimum order quantity or minimum purchase order dollar amount, will be determined a non-responsive bid and will not be considered for award. Municipalities are not liable for sales tax: reference Code of Alabama Section 40-23-4. Costs normally considered pass through costs (property tax, use tax, delivery charge, etc.) to the customer by the provider must be included in any fee proposed (Code of Alabama 40-12-222.) For the purchase of personal property, the City's policy is to apply a local preference option, as allowed by the State of Alabama Code, Section 41-16-50, in determining the low bidder. The contract shall become effective from the date of the Notification of Award letter which will be mailed to the successful bidder.

PRICE GUARANTEE FOR ENTIRE CONTRACT PERIOD

Bidder agrees that he will delivery any items awarded to him, that such items will be manufactured to quoted specifications that prices billed will be no higher than those quoted herein, and that delivery will be made within the time specified herein or within a reasonable time, if not so specified. Bidder hereby guarantees delivery of all items awarded to him hereunder, without any qualification or limitation whatsoever. In making this guarantee, bidder confirms that he has secured the subject items or had obtained guarantee of their availability sufficient to his satisfaction.

Bidder further agrees that in the event bidder fails to deliver any items awarded to him in accordance herewith for any reason whatsoever, The City of Birmingham may, at its option, accept the lowest and best bid for such items, or re-bid such items, or obtain substitute items elsewhere. Such substitutes may include later year models, where current year models are not reasonably available. Bidder agrees to pay The City of Birmingham the difference between bidder's bid for such items and the cost to The City of Birmingham to obtain the items elsewhere, if greater, and other incidental and consequential damages. The City of Birmingham may elect not to affect such cover and may enforce all remedies authorized by law.

ADDITIONAL PURCHASES

The City has attempted to list all items required for "Janitorial Services" required during the term of the contract, if mutually agreed upon, additional contracts may be executed, based upon this bid for the same item(s) or related types and/or sizes.

TERMINATION OF CONTRACT

Failure to adhere to any or all terms, conditions and specifications as set forth in the contract may result in the immediate termination of the contract. Should termination occur, the holder of the contract may be declared a "non-responsible vendor" This declaration may result in the rejection of any future bids submitted by the vendor for a period of time to be determined by the City.

QUANTITIES

The quantities on the Bid Form are **estimated annual usages for evaluation purposes only**. Merchandise shall be ordered as requirements dictate. The City reserves the right to purchase more or less than this quantity as conditions require, and no bidder shall attempt to hold the quantities shown as a firm quantity under this contract.

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INVITATION TO BID *Continued*

REDUCTION IN COST

Bidder agrees that the City of Birmingham will be charged no more for item(s) bid than the State of Alabama, and that in the event of a price reduction; the City will receive the benefit of such reduction on any undelivered portion of contract.

PAYMENT TERMS

The City's standard payment term is Net-30 days from acceptance. Exception may be allowed for discounted early payment, such as 2%-10, Net 30 Days. The reference date for all such discounted early payment terms will be the date the invoice is received or the date the goods are received, whichever is later. In the event of a dispute the City's records shall prevail. **The City will not consider any bids requiring C.O.D. payments.**

INVOICING

All invoices must agree with the purchase order in description and price and include the following information:

- 1.) Purchase Order Number
- 2.) Ship to Department Name and Address
- 3.) In order to ensure prompt payment, ALL ORIGINAL INVOICES* MUST BE SENT TO:

City of Birmingham
Michael Glover
Department of Planning, Engineering & Permits
Condemnation/Demolition Division
Room 207, City Hall
Birmingham, Alabama 35203
Phone: (205) 254-2242

If an invoice does not agree with the purchase order, credits or a corrected invoice will be required in order for the City to process payment.

All bids submitted are to be F.O.B. delivered, City of Birmingham, Birmingham AL 35203.

PRE-PAYMENTS

No prepayments of any kind will be made prior to work to be performed.

PRICES

Include all labor, materials, equipment, overhead and profit to complete projects as specified. Bidder shall be responsible for payment of all sales, use, lease, ad valorem and any other tax that may be levied or assessed by reason of this transaction. All such costs are to be included in the price bid for each project. City will not pay any additional items of cost listed separately.

TAX

The City of Birmingham is exempt from all Federal Tax, and sales and use tax, except Alabama tax on oils, lubricants and fuels specifically bought for over-the-road transportation use.

THIRD-PARTY "REMIT-TO"

If a Bidder has a third-party "remit-to" company, that information must appear on the Bidders response. The City of Birmingham will send payment to the company designated by the Bidder on its response but will not be responsible for resolving payment issues should the Bidder change payment processing companies after a payment has been mailed or without a 45-day written notification to the BPD and Accounting Division of the City of Birmingham.

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INVITATION TO BID *Continued*

PURCHASE ORDERS

The City will issue purchase order(s) to the successful bidder for the goods and/or services (bid items) that are the subject of the bid. Unless otherwise agreed in a writing that is signed by both parties, the entire agreement between the City and the successful bidder concerning the bid items is comprised of the terms, conditions, specifications and requirements stated in (a) the contemplated purchase order(s), (b) this Invitation to Bid and Specifications and (c) your bid (collectively, the "Contract Requirements"). These writings supersede all former proposals, offers, negotiations, representations or agreements, either written or oral, concerning the provision of vendor's goods and/or services. By acceptance of the City's purchase order(s), the successful vendor agrees to abide by and perform its responsibilities related to the bid items in compliance with the Contract Requirements. Successful bidder shall not assign this contract to any other party without prior written approval of the City of Birmingham. Contract shall not be assigned to an unsuccessful bidder who was rejected because he was not a responsive or responsible bidder.

Successful bidder acknowledges and agrees that the City has the right to deduct from total amount of consideration to be paid, if any, to the successful bidder under this agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties, and other amounts due the City from the successful bidder.

HOLD HARMLESS AND INDEMNIFICATION

Vendor(s) shall defend, indemnify, and hold harmless the City of Birmingham, and its agents, employees and officials (hereinafter the "Indemnitees") from and against all demands, actions, damages, judgments, expenses (including but not limited to attorneys' fees, expert fees, court costs and other litigation costs), losses, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property) (collectively hereinafter "Claims") by any third parties (including any employee, subcontractor or representative of the Vendor, hereafter a "Vendor Representative") that arises out of, relates to, results from, or is attributable to any of the following: (a) Vendor's performance or failure to perform its obligations hereunder; (b) any conditions in or about the work sites that the Vendor or any Vendor Representative may encounter; or (c) the use or occupancy of the work sites by Vendor or any Vendor Representatives. This indemnification obligation includes Claims that are caused in part by the negligence of an Indemnitee(s); provided nothing herein shall obligate Vendor to indemnify any of the Indemnitee(s) for Claims resulting from the sole negligence or from the willful misconduct of the Indemnitee(s).

IDENTIFICATION

All contractor personnel, working in or around building designated under this contract, shall at all times wear distinctive uniform clothing and/or display a visible photo-id card.

INSTALLATION/QUALITY ASSURANCE

Use adequate numbers of skilled workmen, under proper supervision, who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work in these specifications.

CLEANING AND SAFETY

Throughout the construction period, maintain the home, buildings, and site in a standard of cleanliness as described throughout this document. At no time shall construction interfere with daily life, work within the building, or cause a safety or code violation around public and private entrances. All precautions possible shall be taken to promote the safety of the homeowner, public, and employees. The successful bidder must have verifiable, active, safety policies.

Contractor is responsible for all damage to existing City, public, or private property, including but not limited to the building, grounds, and equipment, caused by him, his employees, or sub-contractors, and will replace and make good such damage. Contractor will maintain adequate protection to prevent damage to his work and property of others and take all necessary precautions for the safety of his employees and others. The contractor will comply with all safety laws and regulations in effect in the locality.

PERMITS, CODES & REGULATIONS

All equipment, construction, and installation will comply with City, County, State and Federal codes and Regulations. Successful bidder will obtain and pay for all permits necessary, notify proper authorities for inspections and furnish all certificates and permits required for the work at completion along with the invoice for payment.

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INVITATION TO BID *Continued*

LAWS, PERMITS

The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances and rules and regulations of the authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

PRE-EXISTING CONDITIONS

All pre-existing conditions must be clearly documented (including but not limited to, photographs) to establish a clear definition of the work environment prior to commencing with any activities associated with this project. Vendor is responsible for correcting any defacement, damage or aesthetic appearance changes that occur beyond the point from the documentation of pre-existing conditions and any occurrences of damages during their contract.

PROGRESS CLEANING

Retain all stored items in an orderly arrangement allowing maximum access, not impeding traffic and providing the required protection of material. Do not allow the accumulation of scrap, debris, waste material, and other items not required for construction. As necessary, completely remove all scrap, debris and waste material from job site. Provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection and protection of the ecology. All areas must be cleaned of dust and debris after each day's work.

STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9

Vendor shall participate in the E-Verify program as required under the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Vendor agrees to comply with all applicable provisions of the Act. As a condition for the award of any contract, Vendor shall provide documentation establishing that the Vendor is enrolled in the E-Verify program, or a signed, written statement that the Vendor does not have a presence (one or more employees) in the State of Alabama. Vendor may submit applicable documentation with his/her bid or no later than seven (7) working days of receipt of notice of intent to award.

GOVERNING LAW/DISPUTE RESOLUTION

Contract award to purchase the materials covered in this bid document shall be construed under and governed by the laws of the State of Alabama and each party hereto irrevocably agrees to be subject to the jurisdictions of the courts of the State of Alabama.

NON-COLLUSION

Contractor covenants and declares that it has not employed any person to solicit or procure this Agreement and that Contractor has not made, and will not make, any payment of any compensation for the procurement of this Agreement. The covenant contained herein shall survive the expiration or earlier termination of this Agreement.

CONFLICT OF INTEREST

Contractor covenants and declares that it has not, and will not, acquire any interest, directly or indirectly, in any property acquired by the City during the term of this Agreement. Contractor warrants and covenants that it presently has no interest in, nor shall any interest be hereinafter acquired in, any matter that will render the services required under this Agreement a violation of any applicable Federal, State or local law. In the event that any conflict of interest should hereinafter arise, Contractor shall promptly notify the City in writing of the existence of such conflict of interest.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Vendor acknowledges and agrees that, consistent with federal law and City's public policy, it will encourage disadvantaged business enterprise (DBE) participation to the extent permitted by law. A "disadvantaged business enterprise" is a for-profit small business concern (i) at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and (ii) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. In accordance with federal law, a "socially and economically disadvantaged individual" includes African-Americans, Hispanic Americans, Native Americans, Asian-Americans, women, and any additional groups designated as socially and economically disadvantaged by the federal Small Business Administration.

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INVITATION TO BID *Continued*

INSURANCE REQUIREMENTS

Liability Insurance: For the duration of this contract and for limits not less stated below, the Contractor shall carry (i) general liability insurance (either primary or a combination of primary and umbrella coverage) with limits of not less than \$1,000,000.00 total with a maximum of \$1,000,000.00 for each occurrence and shall include, but not be limited to, personal injury, property damage, vandalism, property loss and theft; (ii) comprehensive automobile liability insurance concerning owned and rented vehicles operated by the Contractor with limits of not less than \$1,000,000.00 bodily injury per occurrence, \$1,000,000.00 property damage or combined single limit of \$1,000,000.00; and (iii) Workman's Compensation coverage in an amount adequate to comply with the statutory requirements. The City's bid number (24-11) must appear on any/all copies of the certificate of insurance.

All such insurance shall be provided by a policy or policies issued by a company or companies qualified by law to engage in the insurance business in the State of Alabama with a rating of B+ or better according to the most current edition of Best's Insurance reports. Bidder is to provide written documentation of the company's rating with their bid. The Contractor may use umbrella or excess liability insurance to achieve the required coverages, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. These insurance requirements are in addition to and do not affect any indemnification obligation of the Contractor herein.

City Additional Named Insured: Except for Worker's Compensation coverage, all coverages shall contain endorsements naming the City, and its officers, employees and agents as additional named insured with respect to liabilities that arise out of and result from the operations of the Contractor or the performance of its work. The additional named insured endorsement shall not limit the scope of coverage to the City to vicarious liability but shall allow coverage for the City to the fullest extent provided by the policies. Such additional insured coverage shall be at least as broad as Additional Insured endorsement from ISO, CG 2010.1185.

Policies Primary: All insurance policies required herein are to be primary and non-contributory with any insurance or self-insurance program administered by the City.

Waiver of Subrogation: Contractor shall require the carriers of the above-required insurance coverage to waive all rights of subrogation against the City, and its officers, employees, agents, contractors and subcontractors. Further, Contractor hereby waives any rights of subrogation against the City. All general or automotive liability coverage provided herein shall not prohibit the Contractor or its employees, agents or representatives from waiving the right of subrogation prior to loss or claim.

Proof of Coverage: Before the commencement of services or work hereunder, the Contractor shall provide the City a certificate(s) of insurance and endorsements (including the additional insured endorsements) evidencing compliance with the requirements in this section. Evidence of insurance will not be accepted on a per event basis. These certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days advance notice to the City. In the event that the City is not notified that any of the coverage required herein is to be cancelled or changed in such a manner as not to comply with the requirements of this Contract, the Contractor shall, within fifteen (15) days prior to the effective date of such cancellation or change, obtain and provide the City with binder(s) of insurance evidencing the re-establishment of the insurance coverage required herein.

PUBLIC DISCLOSURE

Subject to applicable law or regulations, the content of each Bidder's Proposal shall become public information upon the effective date of any resulting contract.

CONFIDENTIALITY

Contractor agrees that such reports, information, opinions or conclusions shall not be made available to or discussed with any individual or organization, including the news media, without prior written approval of the City. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of the City information whether deemed confidential or not.

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INVITATION TO BID *Continued*

PROHIBITION AGAINST BOYCOTTING

By signing this contract, the Contractor certifies that it is not currently engaged in, and for the duration of this agreement will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state enjoys open trade.

NON- DISCRIMINATION POLICY

Vendor (and its employees, agents and any subcontractors) shall not discriminate on the basis of race, color, sex, gender identity, sexual orientation, disability, familial status, or national origin in the performance of the services contemplated hereunder. Failure by the bidder to carry out these requirements is a material breach of its obligations which may result in its termination or such other remedy as the City deems appropriate.

GUARANTEE

Bidder certifies by bidding, that he is fully aware of the conditions of service and purpose for which item(s) included in this bid are to be purchased, and that his offering will meet these requirements of service and purpose to the satisfaction of various city of Birmingham Departments including the City of Birmingham Finance Purchasing Division and its agent.

GENERAL

The City of Birmingham expressly reserves the right to reject any or all bids, or parts of bids, or to re-bid and to make the award or awards as the best interest of The City of Birmingham appears.

Melinda A. Cunningham

Melinda A. Cunningham, Senior Buyer

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**MELINDA A. CUNNINGHAM, SENIOR BUYER
EDWARD WILLIAMS, ASSISTANT PURCHASING AGENT**

**JULY 21, 2023
ITB: 24-11**

SPECIFICATIONS FOR ASBESTOS ABATEMENT REMOVAL AND DISPOSAL

GENERAL:

The City of Birmingham is seeking bids for an annual contract for asbestos abatement. The basis of the bid shall consist primarily of any and all asbestos abatement of privately own property. The City intends to award to the lowest priced, responsive, responsible bidder on a total lot basis.

The proposed contract shall extend for a minimum time frame of twelve (12) months with a month-to-month extension thereafter, at the prices originally bid, upon mutual agreement of both parties. This extension phase is not to exceed twenty-four (24) months. The successful bidder shall give the City an advanced thirty (30) day written notice if he is unable to hold his bid prices past the original term of the contract or any month-to-month extension thereafter.

Successful bidder(s) shall not assign this contract to any other party without prior written approval of the City of Birmingham. Contract shall not be assigned to an unsuccessful bidder who was rejected because he was not a responsible bidder.

Failure to adhere to any or all terms and conditions as set forth in the contract may result in the immediate termination of the contract. Should termination occur, the holder of the contract may be declared a "non-responsible vendor". This declaration may result in the rejection of any future bids submitted by the vendor for a period of time to be determined by the City.

The City's standard payment terms are net 30 days from acceptance. Exceptions may be allowed for discounted early payments, such as 2% 10 net 30 days. The City will not consider any bids requiring C.O.D. payments.

Any questions concerning these specifications should be addressed to the Purchasing Division, attention: Melinda Cunningham, Phone (205) 254-2878 - Fax (205) 254-2484, between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.

Insurance:

Bidders shall carry general liability insurance (either primary or a combination of primary and umbrella coverage) with limits of not less than \$2,000,000.00 total with a maximum of \$300,000.00 for each occurrence and shall include, but not limited to, personal injury, property damage, vandalism, property loss and theft. Bidder shall also carry automobile liability insurance with limits of not less than \$1,000,000.00 bodily injury per occurrence, \$1,000,000.00 property damage or combined single limit of \$1,000,000.00. Bidder shall carry Workman's Compensation coverage in an amount adequate to comply with statutory requirements.

Such policies shall name the City of Birmingham as an additional insured, shall include the bid number on the evidence of insurance document and shall contain an endorsement providing that the City will be given not less than thirty (30) Day Notice in writing prior to cancellation or change of coverage provided by said policies. Insurance shall be through companies authorized to do business in the State of Alabama. Certificate of insurance must be presented to the City within ten (10) days of notice of award and prior to commencement of any work.

Hold Harmless:

Vendor shall defend, indemnify, and hold harmless the City of Birmingham, and its agents, employees and officials (hereinafter the "Indemnitees") from and against all demands, actions, damages, judgments, expenses (including but not limited to attorney's fees, expert fees, court costs and other litigation costs), losses, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property) (collectively hereinafter

"Claims") by any third parties (including any employee, subcontractor or representative of the Vendor, hereafter a "Vendor Representative") that arises out of, relates to, results from, or is attributable to any of the following: (a) Vendor's performance or failure to perform its obligations hereunder; (b) any conditions in or about the work sites that the Vendor or any Vendor Representative may encounter; or (c) the use of occupancy of the work sites by Vendor or any Vendor Representatives.

This indemnification obligation includes Claims that are caused in part by the negligence of an Indemnitee(s); provided nothing herein shall obligate Vendor to indemnify any of the Indemnitees for Claims resulting from the sole negligence or from the willful misconduct of the Indemnitees.

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SPECIFICATIONS FOR ASBESTOS ABATEMENT REMOVAL AND DISPOSAL

The successful bidder(s) will be required to furnish a \$75,000.00 Performance Bond and a Statutory Labor and Material Payment Bond each in the amount of \$75,000.00 on a surety company approved and duly authorized to do business in the State of Alabama. Bonds must remain in full force for the full term of the contract. Bond must be presented to the City within ten (10) days of notice of award and prior to the commencement of any work.

It shall be the responsibility of the successful vendor(s) to verify that any and all transport services used are properly licensed and meet all requirements for the transport of such herein described products.

Bid documents shall be enclosed in an envelope which shall be sealed and clearly labeled “**Sealed Bid**” and the name of the project so as to guard against opening prior to the time set therefore. To be considered eligible for award, bidder must be a licensed General Contractor by the State of Alabama. **The bidder shall be responsible for the placement of the firm’s name, name of job and Contractor’s license number on the outside of the envelope.** Failure to list your contractor’s license number on the outside of the envelope will result in your bid not being opened at the bid opening. Submit bids in duplicate.

The City of Birmingham does not anticipate utilization of a long, formal written contract document to bind the City and the successful bidder to an agreement. The successful bidder acknowledges by acceptance of City purchase orders for awarded items that the bidder is bound to the terms, conditions and requirements as stated within this document.

The contract shall become effective from the date in the Notification of Award letter which will be mailed to the successful vendor.

Failure to adhere to any or all terms, conditions and specifications as set forth in the contract may result in the immediate termination of the contract. Should termination occur, the holder of the contract may be declared a “non-responsible vendor”. This declaration may result in the rejection of any future bids submitted by the vendor for a period of time to be determined by the City.

Bids may be solicited for any product or service included in this contract where an immediate emergency need exists, including large quantities. The decision of the Purchasing Agent as to what constitutes a biddable situation shall be final and shall not be construed as a breach of contract.

Contract award to purchase the materials covered in this bid document shall be construed under and governed by the laws of the State of Alabama and each party hereto irrevocably agrees to be subject to the jurisdictions of the courts of the State of Alabama.

Vendor acknowledges and agrees that, consistent with federal law and City’s public policy, it will encourage disadvantaged business enterprise (DBE) participation to the extent permitted by law. A “disadvantaged business enterprise” is a for-profit small business concern (i) at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and (ii) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. In accordance with federal law, a “socially and economically disadvantaged individual” includes African Americans, Hispanic Americans, Native Americans, Asian-Americans, women, and any additional groups designated as socially and economically disadvantaged by the federal Small Business Administration.

Vendor (and its employees, agents and any subcontractors) shall not discriminate on the basis of race, color, national origin, or sex in the performance of the services contemplated hereunder. Failure by the Vendor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City deems appropriate.

Successful bidder acknowledges and agrees that the City has the right to deduct from total amount of consideration to be paid, if any, to the successful bidder under this agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties and other amounts due the City from the successful bidder.

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SPECIFICATIONS FOR ASBESTOS ABATEMENT REMOVAL AND DISPOSAL

City of Birmingham must have a copy of the successful bidder's current City of Birmingham business license prior to formal award of contract. Each bidder may submit a copy of his/her license along with his/her bid. However, bidder must provide a copy of his/her current business license no later than seven (7) working days of receipt of notice of intent to award. Failure to submit the requested information will result in the notice of intent to award being revoked.

NOTE: WHERE REFERENCE HAS BEEN MADE TO A FEDERAL-STATE-LOCAL RULE, REGULATION OR STANDARD AND THERE IS A MORE RECENT ISSUE OR MODIFICATION, THE MOST RECENT VERSION WILL GOVERN.

SPECIFICATIONS

The Contractor shall submit a unit price bid which shall include all costs associated with the abatement and proper disposal for the different types of asbestos materials listed below. Successful contractor can expect to be given a number of individual asbestos abatement projects during the life of the contract requiring the removal and disposal of varying quantities of the types of asbestos listed below. Each individual project will require the contractor to survey the site(s) and submit a proposal to the City Architect, or other specified City officials indicating the types and quantities of asbestos to be removed. Negotiations will then be conducted between the contractor and the City to include discussions of types and quantities of asbestos to be removed, and beginning and completion dates for the project. Once negotiations are complete, the City will issue the contractor a purchase order based on the quantities agreed upon and the contractor's unit prices.

Unit prices should include all labor costs, abatement costs, disposal costs, mobilization/demobilization cost and all bonding cost. The quantities anticipated for different materials will vary. There are no guaranteed minimum quantities. Quantities listed on the bid form represent quantities that might be found in a single structure and are for evaluation purposes only. Bidder should include a unit price for all items listed – this includes items with a zero (0) quantity. Unit prices for items with zero quantities are for contingency purposes only – extended total for these items will be zero.

It is the intent of these documents to require the contractor to include in his bid all costs involved for the coordination of all trades to the successful competition of this project as specifically outlined, required, or reasonably implied.

Disposal of all debris must be done at an ADEM certified landfill (or a comparably certified landfill if disposals done out of state). Bidder shall state on bid form the certified landfill proposed to be used for disposal of any debris originating from sites to be abated. **IF AT ANYTIME AFTER CONTRACT AWARD, THE CERTIFIED LANDFILL LISTED ON YOUR ORIGINAL BID FORM AS THE DISPOSAL SITE FOR DEBRIS GENERATED FROM THE ABATEMENT ADDRESS HAS AN INCREASE IN DUMPING FEES, THE CITY WILL ALLOW THE CONTRACTOR TO INCREASE THEIR BID PRICE BY THE EXACT AMOUNT OF DUMPING FEE INCREASE PER TON MULTIPLIED BY THE ACTUAL TONNAGE OF DEBRIS DUMPED FROM EACH SITE AS DOCUMENTED BY THE REQUIRED WEIGH TICKETS. BIDDER MUST PROVIDE TO THE CITY ADEQUATE DOCUMENTATION ON ANY SUCH DUMPING FEE PRICE INCREASE PRIOR TO THE CITY PAYING THE PRICE INCREASE.**

All work is to be executed in accordance with Asbestos Abatement which follows:

PART ONE – GENERAL

1.1 DESCRIPTION OF THE WORK

- A. The work of this Section includes demolition or renovation activities that will disturb asbestos-containing materials and installations where asbestos-containing materials are present. The work of this Section shall be performed in strict adherence with those guidelines established by the Department of Labor, Occupational Safety and Health Administration (OSHA) regulation 20 CFR 1926.1101. The most recent issue shall govern.

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SPECIFICATIONS FOR ASBESTOS ABATEMENT REMOVAL AND DISPOSAL

1.2 CODES AND REGULATIONS

- A. General Applicability of Codes, Regulations, and Standards: Except to the extent that more explicit or more stringent requirements are written directly into the contract documents, all applicable codes, regulations, and standards have the same force and effect (and are made a part of the contract documents by reference) as if copied directly 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 asbestos 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 all Air sampling associated with OSHA and EPA clearance sampling. 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 Project Designer harmless for failure to comply with any applicable work, hauling, disposal, safety, health or other regulation on the part of himself, his employees, or his subcontractors.

- C. Supervision and Quality of the Work: From the start of work through completion of the project, the Contractor shall have on-site a responsible and competent Superintendent. The Superintendent will be the Contractor's representative at the site, shall have authority to act on behalf of the Contractor, and shall retain complete jurisdiction over the work. All communications to the Superintendent by the City of Birmingham shall be as binding as if given to the Contractor. The Superintendent shall supervise, inspect, and direct the Work competently and efficiently, devoting such skills and expertise as may be necessary to perform the Work in accordance with this Specification.

- D. Regulatory Requirements: All applicable federal, state, and local laws and regulations concerning environmental pollution control and asbestos abatement, as well as the specific requirements stated elsewhere in the Contract Documents, shall be complied with. The Contractor shall be familiar with the following applicable codes and regulations. The most recent issue of each document shall govern. Where conflict exists among various requirements or with these specifications, the more stringent requirements shall apply.
 - 1. TITLE 29, CODE OF FEDERAL REGULATIONS, U. S. DEPARTMENT OF LABOR, OCCOUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) STANDARDS.

Part 1910.20	Access to Employee Exposure and Medical Records
Part 1910.134	Respiratory Protection
Part 1926.21	Safety Training and Education
Part 1926.59	Hazard Communication
Part 1926.1101	Asbestos

- 2. TITLE 40, CODE OF FEDERAL REGULATIONS, U. S. ENVIRONMENTAL PROTECTION AGENCY (EPA) STANDARDS.

Part 61,	National Emissions Standard for Hazardous
Subpart A	Air Pollutants – General Provisions
Part 61,	National Emission Standards for Hazardous Air
Subpart M	Pollutants – National Emission Standard for Asbestos
Part 763	Asbestos-Containing Materials in Schools

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3. TITLE 49, CODE OF FEDERAL REGULATIONS, U. S. DEPARTMENT OF TRANSPORTATION (DOT) STANDARDS

Part 171	Hazardous Substances
Part 172	Hazardous Materials Tables and Hazardous Materials Communications Regulations
Part 173	Shippers – General Requirements

- E. State and Local Requirements: Abide by all State and local requirements which govern asbestos abatement work or hauling and disposal of asbestos waste materials.
- F. License Requirements: The Contractor shall hold all current licenses as required by State Of Alabama.

1.3 AGENCY NOTIFICATIONS

- A. Permits and State Licenses: The Contractor shall be responsible for obtaining necessary permits and state licenses in conjunction with asbestos removal, hauling and disposal, and shall provide timely notification of such actions as may be required by federal, state, regional, and local authorities.
- B. Notifications: Prior to commencement of asbestos abatement work, the Contractor shall send written notice of the proposed abatement and demolition work to the agencies and offices listed below. Notification must be submitted in the “Notification of Demolition & Renovation” form. The listings of applicable agencies and offices is as follows:

- 1. Mr. Craig Tucker
Air Pollution Program
Jefferson County Department of Health
P. O. Box 2648
Birmingham, Alabama
Phone: (205) 934-1204

- 2. Mr. Michael Glover
City of Birmingham
Department of Planning, Engineering & Permits
Condemnation & Demolition Division
Room 207, City Hall
Birmingham, Alabama 35203
Phone: (205) 254-2242

- a. Original Notification: Notification must be submitted on the “Notification of Demolition and Renovation” form provided in Appendix A to this Section. The notice shall be received by each party at least ten (10) working days before the start of asbestos abatement work unless local government agency (City) has ordered the demolition because the facility is structurally unsound and in danger of imminent collapse, then submit notification (hand deliver) as early as possible prior to any demolition activity.
- b. Revising Notifications: Provide written notification of schedule changes or any changes in the inspection findings to the agencies and offices requiring notification under this Section.
- c. Project Completion Notification: Upon completion of the removal/demolition, submit notification of project completion to the agencies and offices requiring notification under this Section.

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SPECIFICATIONS FOR ASBESTOS ABATEMENT REMOVAL AND DISPOSAL

- C. Posting and Filing of Regulations: Post all notices required by applicable federal, state, and local regulations. Maintain two (2) copies of applicable federal, state and local regulations and standards. Maintain one copy of each at the job site. Keep on file in the Contractor's office one copy of each.

1.4 PROJECT RECORDS AND COORDINATION

- A. Project Documentation: Maintain on the project site a daily log documenting the dates and times of the following:

1. Meetings: purpose, attendees, brief discussion.
2. Personnel, by name and SSN, entering and leaving the work area.
3. Special or unusual events, equipment failures, accidents.
4. Air monitoring tests and test results (OSHA compliance monitoring performed during the work.)
5. Removal of waste materials from the work area.
6. Inspections, and release of the work area for re-occupancy.

- B. Coordination with the City of Birmingham:

1. Pre-Work Notification: Notify the City Of Birmingham the day before Work is to commence. Such Notification may be by telephone or FAX. Notification shall reference the work schedule.
2. Monitoring Results Notification: Notify the Owner of all air monitoring results and work area clearance monitoring results. Such notification may be by telephone or FAX. The notification shall reference the work area identification, sample results and time of the clearance.
3. Post Project Documentation: Provide requested documentation to the City Of Birmingham within two weeks of substantial completion of the asbestos abatement and demolition work. Provide the following documents:
 - a. A copy of all approved submittals.
 - b. Copies of all documents required by the specifications including:
 1. Daily Logs,
 2. Special Reports,
 3. Inspection Certifications,
 4. Air Monitoring results
 5. Waste Disposal Receipts, and
 6. Daily Work Area Strip Charts, if applicable.

- C. Special Reports:

1. Accident Reports: When an accident, personal injury or an event of unusual and significant nature occurs at site the Contractor shall prepare and submit a special report listing the chain of events, persons participating, response by the Contractor's personnel, and similar pertinent information.
2. Unusual Condition: When an unusual condition is discovered during the work, prepare and submit a report indicating the condition discovered.
4. Hazardous Conditions: When hazardous conditions, hazardous materials or hazardous wastes are unexpectedly uncovered during the work, the Contractor shall stop all work in connection with such hazardous conditions and immediately notify the City of Birmingham. Submit a report with photographs indicating the condition discovered and details of the actions taken as soon as possible but no later than 24 hours.

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SPECIFICATIONS FOR ASBESTOS ABATEMENT REMOVAL AND DISPOSAL

1.5 SUBMITTALS

- A. Pre-Work Submittal: Provide three copies of the following submittals at least 5 days prior to the start of any work. The Contractor must receive written approval of the submittals prior to mobilization to project site.
1. Health and Safety Plan: Written Health and Safety Plan addressing procedures for work place safety. Address how physical and health hazards associated with the Work are identified and communicated to employees, and the name of the person responsible for implementation of the Hazard Communication Program. Address procedures for using scaffolds, hoists and ladders safely, electrical safety procedures, and guidelines for protection from noise, heat stress, and trip/fall hazards.
 2. Contingency Plan: Written Emergency Action Plan outlining the actions to be performed for emergencies including fire, accident, or unexpected asbestos contamination in the adjacent site area and on the adjoining grounds. This Plan shall identify the manner in which emergencies are announced, emergency procedures and persons responsible for rescue, medical duties, and fire prevention.
 3. Work Plan: Provide a work plan for each work area indicating extent of work, description of the method and removal procedures to be used, location of decontamination unit and air filtration devices, and drawings showing the regulated area. Also provide work plan for demolition of the building including methods, schedule, safety requirements for the adjacent properties and public.
 4. Progress Schedule: Schedule showing the order in which the Contractor proposes to carry on the work, the date he will start work, and the projected date of completion for each work area. Note specific hours the Contractor intends to work on-site, and the number of personnel to work each shift.
 5. Notifications: Proof of written pre-work notification submitted to agencies requiring notification under Paragraph "Agency Notifications".
 6. Training Certificates: Copy of all supervisor's and workers training certificates and any annual re-accreditation records which demonstrate receipt of EPA-approved or OSHA mandated training courses required to perform asbestos-related work.
 7. Respirator Program: Written respiratory protection program as required by OSHA regulations. Respirator fit test verification for asbestos abatement and O&M workers.
 8. Physician's Statement: Copies of current Physician's statement for each employee assigned to perform asbestos abatement work for this project and to perform work under respirator protection.
 9. Product Information: Provide a complete product list including name of material and manufacturer's name etc. for all materials to be brought to the site. Provide a Material Safety Data Sheet (MSDS) for materials, if applicable. Provide additional information if requested.
 10. Waste Handling Disposal: Written procedures for waste load-out, storage, transportation, and location of disposal site.
 11. Certificate of Worker's Acknowledgment: Provide completed Worker's Acknowledgment for each employee to work on-site.
 12. Respiratory Protection Justification: Provide completed Respiratory Protection Justification prior to beginning work.

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- B. During-Work Submittal: Provide three copies of the following submittals as they become available.
1. New Personnel: Names of new personnel assigned to the project during the course of the work. Submit required documentation of training 24-hours in advance of mobilization of new personnel to project site.
 2. Schedule: Any changes in the Progress Schedule proposed by the Contractor for the work shall be submitted for approval seven days prior to the commencement date of the proposed change, or as soon as practicable after a change in schedule is required. A revised Progress Schedule reflecting actual progress of the work and corrections for the remaining schedule shall be submitted at the end of each week.
 3. OSHA monitoring results: Provide a copy of the personnel air monitoring results to the Owner and they shall be posted within 24-hours of collection.
 4. Clearance monitoring results: Provide a copy of the clearance air monitoring results to the Owner and they shall be posted within 24-hours of collection.
 5. Bulk sample analysis results: Provide a copy of the bulk sample results reports of the suspect ACM tested during the project to the Owner and they shall be posted within 24-hours of collection.
 6. Special Reports: Special Reports shall be submitted as soon as practicable following the incident.
 7. Landfill Receipt: Receipts from the landfill operator that acknowledge delivery (s) of material shall be submitted within three days following removal of ACM from the building.
 8. Waste Shipment Records: Copy of completed Waste Shipment Record form.
- C. Post-Project Submittal: Provide three copies of the following submittals on completion of the work.
1. Notifications: Copy of all notifications submitted to agencies requiring notification under Paragraph "Agency Notifications".
 2. Log Book: Copy of all entries made in site log.

1.6 DEFINITIONS

- A. Terminology: The following commonly used terms are defined in the context of these specifications.
1. Abatement: Procedures to control or decrease fiber release from asbestos-containing building materials or insulation material containing asbestos. Includes removal, enclosure, and encapsulation.
 2. Adequately Wet: A term as defined in CFR 40 Part 61, Subpart M and EPA 340/1-90-019 that means to sufficiently mix or penetrate with liquid to prevent the release of particulates. If visible emissions are observed coming from asbestos-containing material (ACM), then that material has not been adequately wetted. However, the absence of visible emissions is not sufficient evidence of being adequately wetted.
 3. Air Filtration Device (AFD): A portable local exhaust system equipped with HEPA filtration, capable of maintaining a constant low velocity air flow into contaminated areas from adjacent, uncontaminated areas and capable of maintaining a negative air pressure with respect to the adjacent, uncontaminated areas.

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4. Air Lock: A system for permitting ingress or egress to the work area while permitting minimal air movement between a contaminated area and an uncontaminated area, typically consisting of two curtained doorways placed a minimum of three feet apart.
5. Air Monitoring: The process of measuring the fiber content of a specific volume of air in a stated period of time. Personal air sampling results shall be calculated to reflect the employee's eight-hour time weighted average (TWA) exposure. Area sampling results are reported directly, without calculating the TWA.
6. Amended Water: Water to which a surfactant has been added to decrease the surface tension to 35 or less dynes.
7. Asbestos: The asbestiform varieties of serpentine (chrysotile), riebeckite (crocidolite), cummingtonite-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.
8. Asbestos-Containing Material (ACM): Any material containing more than 1% by weight of asbestos of any type or mixture of types.
9. Asbestos-Containing Building Material (ACBM): Surfacing ACM, thermal system insulation ACM, or miscellaneous ACM that is found in or on interior structural members or other parts of a building.
10. Asbestos-Containing Waste Material: Any material which is or is suspected of being or any material contaminated with an asbestos-containing material which is to be removed from a work area for disposal.
11. Asbestos Debris: Pieces of ACBM that can be identified by color, texture, or composition, or means dust if determined by an accredited inspector to be ACM.
12. Asbestos Removal Encapsulant: A chemical solution used in place of amended water during asbestos removal to penetrate, bind, and encapsulate the asbestos-containing material.
13. Authorized Visitor: The Owner or the Owner's representatives or representatives of any regulatory or other agency having jurisdiction over the project.
14. Barrier: Any surface that seals off the work area to inhibit the movement of air.
15. Breathing Zones: A hemisphere forward of the shoulders with a radius of approximately 6 to 9 inches.
16. Class T Class TT and Class ITT Asbestos Work: Work as defined by OSHA in Standard 29 CFR 1926.1101(b).
 - a. Class I Asbestos Work means activities involving the removal of thermal system insulation (TSI) and surfacing asbestos-containing material (ACM) and presumed asbestos-containing material (PACM).
 - b. Class II Asbestos Work means activities involving the removal of ACM which is not TSI or surfacing material. This includes, but is not limited to, the removal of asbestos-containing wallboard, floor tile and sheeting, asphaltic roofing, asbestos cement roofing and siding shingles, and construction mastics.
 - c. Class III Asbestos Work means repair and maintenance operations, where ACM, including TSI and surfacing ACM and PACM, is likely to be disturbed.

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17. Competent Person: Definition and responsibilities as set down in 29 CFR 1926.1101(b) and as outlined herein. One who is capable of identifying existing asbestos hazards and selecting the appropriate control strategy for asbestos exposure, who has the authority to take prompt corrective measures to eliminate them, as specified in 29 CFR 1926.32(f), and for Class I and Class II work who is specially trained in a training course which meets the criteria of EPA's Model Accreditation Plan (40 CFR 763) for supervisor, or its equivalent.
18. Critical Seal: An airtight seal that covers openings along the perimeter walls, ceiling and floor of the work area. The critical seals consist of one layer of reinforced fire-retardant plastic sheeting that covers each opening. Critical seals are established prior to plasticizing the work area.
19. Curtained Doorway: A device to allow ingress or egress from one room to another while permitting minimal air movement between the rooms.
20. Decontamination Enclosure System: series of connected rooms for the decontamination of workers (a Personnel Decontamination Enclosure System) or of materials and equipment (Equipment Decontamination Enclosure System).
21. Differential Air Pressure Recording Device: A device capable of producing a continual strip record, in increments of 0.001 inches of water of the pressure differential between the containment area (work area) and the ambient air pressure.
22. Disposal Rags: Properly labeled 6-mil thick leak-tight plastic bags used for transporting asbestos waste from regulated area to the disposal site.
23. Equipment Decontamination Enclosure System: A decontamination system for waste materials and equipment, typically consisting of a designated area of the work area, a washroom, and a holding area, with an air lock between any two adjacent rooms and a curtained doorway between the holding area and the non-work area. Not to be used for personnel entry/exit.
24. Encapsulant (Sealant): A liquid material which can be applied to ACM and which controls the possible release of asbestos fibers from the material, either by creating a membrane over the surface (bridging encapsulant) or by penetrating into the material and binding its components together (penetrating encapsulant).
25. Encapsulation: Application of an encapsulant to asbestos-containing building materials to control the possible release of asbestos fibers into the ambient air.
26. Engineer: The Owner's representative who is authorized to exercise general administration and supervision of the work under the direction of the Owner.
27. Fixed Object: A unit of equipment or furniture in the work area, which cannot be removed from the work area.
28. Friable ACM: A term as defined in CFR 40 Part 61, Subpart M and EPA 340/1-90-018 that means any material containing more than 1 percent asbestos as determined using the method specified in CFR 40 Part 763, Appendix A, Subpart F, Section 1, Polarized Light Microscopy, that when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.
29. Full Facepiece High Efficiency Respirator (FFHER): A respirator which covers the wearer's entire face from the hairline to below the chin and which is equipped with a HEPA filter.

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30. Glove Bag Technique: A method of limited application for removing small amounts of ACM from HVAC ducts, short piping runs, valves, joints, elbows, and other non-planar surfaces. The glove bag assembly is a manufactured or fabricated device typically constructed of 6-mil transparent plastic with two inwardly projecting, long-sleeved rubber gloves, one inwardly projecting water and sleeve, an internal tool pouch, and an attached, labeled receptacle for asbestos waste. The glove bag is constructed and installed in such a manner that it surrounds the object or area to be decontaminated and contains all asbestos fibers released during the removal process. All workers who are permitted to use the glove bag technique must be highly trained, experienced, and skilled in this method.
31. Half Mask High Efficiency Respirator (HMHER): A respirator which covers one-half of the wearer's face, from the bridge of the nose to below the chin, and is equipped with HEPA filters.
32. HEPA Filter: A High Efficiency Particulate Air (HEPA) filter capable of trapping and retaining 99.97% of asbestos fibers 0.3 microns in diameter.
33. HEPA Vacuum Equipment: High efficiency particulate air (HEPA) filtered vacuuming equipment having a UL 586 filter system capable of collecting and retaining asbestos fibers.
34. Lockdown: Procedure of applying an encapsulant as a protective coating or sealant to a surface from which ACM has been removed in order to control and minimize airborne asbestos fiber generation that might result from residual asbestos-containing debris.
35. Movable Object: A unit of equipment or furniture which can be removed from the work area.
36. Negative Initial Exposure Assessment: A demonstration by the employer that employee exposure during an operation is expected to be consistently below the PEL.
37. Negative Pressure Respirator: A respirator in which the air pressure inside the respiratory-inlet covering is positive during exhalation in relation to the air pressure of the outside atmosphere and negative during inhalation in relation to the air pressure of the outside atmosphere.
38. Permissible Exposure Limits (PELs): PELs shall be as determined using the SAMPLING AND ANALYTICAL PROCEDURE as promulgated in 29 CFR 1926.1101, Appendix A.
39. Time Weighted Average Limit: No employee shall be exposed to an airborne concentration of asbestos in excess of 0.1 fiber per cubic centimeter of air as an 8 hour time-weighted average (TWA).
40. Excursion Limit: No employee shall be exposed to an airborne concentration of asbestos in excess of 1.0 fiber per cubic centimeter of air as averaged over a sampling period of 30 minutes.
41. Personnel Decontamination Enclosure System: A decontamination system for personnel and limited equipment, typically consisting of an equipment room, shower room, and clean room, with an air lock between any two adjacent rooms, and a curtained doorway between the equipment room and the work area, and a curtained doorway between the clean room and the non-work area. The decontamination system serves as the only entrance/exit for the work area.
42. Personal Monitoring: Sampling of the asbestos fiber concentrations within the breathing zone of an employee.
43. Plasticize: To cover floors and walls with plastic sheeting as herein specified.
44. Powered Air Purifying Respirator (PAPR): Either a full facepiece, helmet, or hooded respirator that powers breathing air to the wearer after the air has been purified through a HEPA filter.

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45. Pressure Differential and Ventilation System: A local exhaust system, utilizing HEPA filtration capable of maintaining a pressure differential with the inside of the Work Area at a lower pressure than any adjacent area, and which cleans recirculated air or generates a constant air flow from adjacent areas into the Work Area.
46. 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.
47. RACM: Means "regulated asbestos-containing material" to include: a) friable asbestos material; b) Category I non friable ACM that has become friable; c) Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading, or; d) Category II non-friable ACM 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.
48. Regulated Area: Area established by the employer to demarcate areas where Class II asbestos work is conducted, and any adjoining area where debris and waste from such asbestos work accumulates. Requirements for regulated areas are set out in 29 CFR 1926.1101(e).
49. Removal: The act of removing and transporting asbestos-containing or asbestos-contaminated materials from the work area to a suitable disposal site.
50. Surfactant: A chemical wetting agent added to water to improve penetration, thus reducing the quantity of water required for a given operation or area.
51. Testing Laboratory IH Technician: The Testing Laboratory Technician (IH Technician) is the Contractor's representative authorized to perform work related to asbestos sample collection and analysis.
52. Time Weighted Average (TWA): The average concentration of a contaminant in air during a specific time period.
53. Wet Cleaning: The process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning tools which have been dampened with amended water or asbestos removal encapsulant and by afterwards disposing of these cleaning tools as asbestos-contaminated waste.
54. Work Area: Designated rooms, spaces, or areas of the project where asbestos abatement actions are to be undertaken or which may become contaminated as a result of such abatement actions. A Contained Work Area has been sealed, plasticized, and equipped with a decontamination enclosure system. A Non-Contained Work Area is an isolated or controlled-access area which has not been plasticized.

PART TWO - PRODUCTS

2.1 MATERIALS AND EQUIPMENT

- A. General: Materials and equipment to be furnished for the work shall be installed according to the manufacturer's written instructions. Provide the following as required for the project:
 1. Surfactant: Surfactant (Wetting Agent) shall consist of resin materials in a water base, which have been tested to ensure materials are non-toxic and non-irritating to skin and eyes. Surfactant shall be installed according to the manufacturer's written instructions.

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2. Disposal Rags: Plastic Disposal Bags shall be a minimum of six mils in thickness. Markings and labels shall be in accordance with Specification Section 3.2 - Disposal Procedures.
3. Other Materials and Equipment: Provide HEPA vacuums, sprayers, cutting tools, scrapers, brushes, cleaning materials, adhesive, and other equipment required to perform the Work complete. Materials and equipment shall be new or used, uncontaminated by asbestos, in serviceable condition, and appropriate for intended use.
4. Spraying Equipment: Equipment used to apply amended water or removal encapsulant shall be of a low pressure type to prevent disturbance of the asbestos prior to physical controlled removal. Asbestos encapsulant shall be spray-applied by an airless method.
5. Fire-Retardant Plastic: Plastic or polyethylene sheet used for general work area plasticizing shall be minimum 6-mil flame retardant plastic sheeting that meets the NFPA 701 Large-Scale test requirements.
6. Duct Tape: Duct tape shall be capable of sealing joints of adjacent sheets of plastic sheeting and shall be capable of adhering under both dry and wet conditions. Minimum physical properties: adhesion to steel - 45 oz./in width ASTM D-3330; tensile strength at break - 36 lbs./in. width ASTM D-3759; elongation at break - 10% ASTM D-3759.
7. Foam Sealant: Foam Sealant shall be expanding urethane Class 1 foam sealant with an Underwriters Laboratories, Inc. (U.L. 723) flame spread index of 25 or less, smoke developed index of 0, and a minimum operating temperature range between -100°F and 250°F.
8. Plywood: Plywood used for temporary partitions shall be minimum 3/8-inch C-D exterior grade.
9. Spray Adhesive: Spray Aerosol Adhesive shall be specially formulated to stick to sheet polyethylene. The product shall contain no methylene chloride or restricted chlorofluorocarbons (CFCs).
10. Other Materials: All other materials, such as lumber, plywood, tools, adhesive, nails, hardware, etc., required to perform the work described in this Section shall be provided. Materials and equipment shall be new or used, uncontaminated by asbestos, in serviceable condition, and appropriate for the intended purpose.
11. Communication Equipment: Devices suitable for inter-room communications, such as "walkie-talkies" or "radio band" communicators shall be provided.
12. Fire Extinguisher: Type "ABC" dry chemical extinguisher or a combination of several extinguishers of NFPA recommended types for the fire hazard exposures in each extinguisher location shall be provided. Minimum size of extinguisher shall be 4-A, and 40-B:C. A minimum of one extinguisher shall be provided for every 1,500 square feet of floor area, with a maximum travel distance to an extinguisher of 75-feet. At least one extinguisher shall be provided in each decontamination enclosure. The extinguisher shall be placed in the clean room.
13. Temporary Partitions: Temporary partitions shall extend from the floor to the ceiling and form an airtight seal. They shall be built using wood or metal framing at 24-inch on-center faced with plywood sheathing on both sides, and shall be braced as necessary. Both sides of the temporary partition shall be covered with a double layer of 6-mil plastic sheeting, with joints staggered and sealed with tape. Edges of the temporary partition at the floor, walls, and ceiling shall be taped and caulked airtight.
14. Temporary Enclosures: Construct using wood, metal or plastic pipe framing with plastic sheeting mounted on the interior of the work area. Provide curtain doors for entrance into temporary enclosures.

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15. Visual Barrier: Black plastic or similar opaque material to act as a visual screen. Barrier height shall be 6-feet. Mount visual barrier on metal fence posts. Provide warning signs on visual barrier.

16. Signs: Warning Signs shall be posted at the perimeter of the regulated area prior to abatement operations in accordance with OSHA Standard 29 CFR 1926.1101. Danger sign format and color shall conform to OSHA Standard 29 CFR 1926.200. The signs shall display the legend indicated below:

DANGER ASBESTOS CANCER AND LUNG DISEASE HAZARD AUTHORIZED PERSONNEL ONLY
RESPIRATORS AND PROTECTIVE CLOTHING ARE REQUIRED IN THIS AREA

17. Disposal Bags: Plastic Disposal Bags shall be a minimum of six mils in thickness. Markings and labels on disposal bags and shipping containers shall bear danger labels, transportation packaging marking and labels, and generator identification information. Markings and labels shall be permanently affixed to all bags and shipping containers containing ACM, in accordance with OSHA Standard 29 CFR 1926.1101(k)(7), DOT Standard 49 CFR 172, and EPA Standard 40 CFR Part 61.150(a)(1)(v).

18. Danger label: Danger label format and color shall conform to 29 CFR 1926.200. Danger labels shall display the following legend/information in accordance with OSHA 29 CFR 1926.1101(k) (7):

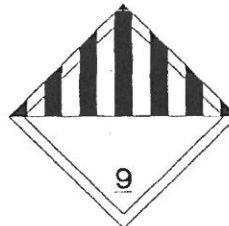
DANGER CONTAINS ASBESTOS FIBERS AVOID CREATING DUST CANCER AND LUNG DISEASE
HAZARD

19. Generator identification: Generator identification information shall be affixed to each package. DOT label format and color shall conform to DOT Standard 49 CFR 172.304. Generator identification information labels shall display the following legend/information in accordance with EPA 40 CFR Part 61.150(a)(1)(v):

GENERATORS NAME _____

FACILITY ADDRESS _____

20. DOT Markings and Labels: Markings and Labels shall be permanently affixed to all bags and containers containing ACM, in accordance with DOT 49 CFR 172.304 and 172.407. Markings shall display the following text: RQ, ASBESTOS, NA 2212 Labels shall be diamond shape and shall be located near the Marking text. Labels shall consist of a diamond a minimum of 100 millimeters (mm) on each side with each side having a solid line inner boarder 5.0 to 6.3 mm from the edge. The label shall be white seven black vertical stripes on the top half. Black stripes and white spaces shall be equally spaced. The lower half of the label shall be white with the class number "9" underlined and centered at the bottom. Refer to DOT 40 CFR 172.446 for label format.



21. Reuse of Containers: If impermeable containers used to transport bagged asbestos waste to the landfill are to be reused, the empty containers shall display the following label:

RESIDUE: LAST CONTAINED ASBESTOS RQ

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2.2 UTILITIES

- A. General: Provide cutoffs and temporary utilities as necessary to perform the Work. Coordinate all utility hook-up and cutoffs with the City of Birmingham. Use qualified tradesmen for utility cutoffs and installation of temporary service when necessary. Work shall be performed in a competent manner by qualified and appropriately trained and licensed tradesmen.
- B. Electric Service:
1. Ground Fault Protection All circuits used by the Contractor shall be equipped with ground fault circuit interrupters (GFI). The Contractor is responsible for connection to the panel and routing power to his work area.
- C. Water/Sewer Hookup:
1. Water Service: The contractor shall be responsible for providing a non-potable source of water that will be required continuously during demolition and during loading of waste material into the waste dumpster.
 2. Wastewater: All water used by the Contractor during asbestos abatement activities shall be collected when feasible and passed through a water filtration system capable of filtering and retaining particles larger than 5.0 microns in size prior to being discharged into the sanitary sewer.

2.3 TEMPORARY PRESSURE DEIFFERENTIAL SYSTEM

- A. General: Negative pressure systems shall be installed and operated in accordance with "Specifications and Operating Procedures for the use of Negative Pressure Systems for Asbestos Abatement", Guidance for Controlling Asbestos-Containing Materials in Buildings, EPA Document 560/5-85/024 (June 1985).
- B. Equipment:
1. Air Filtration Device (AFD): Provide AFDs for local exhaust ventilation and work area air filtration. AFDs shall be equipped with high efficiency particulate air (HEPA) filtration systems that comply with ANSI Z9.2.
 2. AFD Exhaust: AFD exhaust discharge shall be located at a place where it will not be re-entrain3ed in the HVAC system makeup air stream. When feasible, AFD exhaust discharge shall be located outside the building.
 3. HPA Vacuum: Provide HEPA vacuum for local exhaust ventilation and for cleanup of dust and debris.
 4. HEPA Filters: AFD equipment shall have new unused HEPA and pre-filters installed prior to mobilization to project site.
 5. Differential Air Pressure Recording Device: Provide a differential pressure meter equipped with a continuous strip recorder. The meter shall be equipped with a warning buzzer which will sound if the pressure differential drops below 0.02" of water. Differential Air Pressure Recorders shall carry a label indicating the last date of factory calibration.

2.4 DECONTAMINATION ENCLOSURE SYSTEM

- A. General Requirements:
1. On-Site Facilities: Provide facilities for decontamination of workers. The decontamination enclosure system shall be placed adjacent to the regulated area.

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2. Facilities: Provide change rooms and shower facilities that comply with 29 CFR 1910.141(d). The decontamination area shall consist of an equipment room, shower area, and clean room in series. The decontamination enclosure system shall be of sufficient size to accommodate the Contractor's personnel.
- B. Personnel Decontamination Enclosure:
1. Structure: Construct a three room structure using modular systems or build using rigid plastic pipe, metal or wood framing. Interior floors, walls and ceiling shall be lined with two layers of 6-mil flame retardant plastic sheeting. Provide the following: equipment room for removal of clothing; shower room for decontamination of workers, and; clean room (change room) with lockers for worker change of clothing.
 2. Equipment room: The equipment room shall be supplied with impermeable, labeled bags and containers for the containment and disposal of contaminated protective equipment.
 3. Shower area: Shower facilities provided shall comply with 29 CFR 1910.141(d) (3). The showers shall be adjacent both to the equipment room and the clean room. The Contractor shall ensure that workers perform proper decontamination.
 4. Clean change room: The clean room shall be equipped with a locker or appropriate storage container for each employee's use.

PART THREE –EXECUTION

3.1 REGULATED AREAS

All Class I and II Asbestos work shall be conducted within a regulated area.

- A. Demarcation: The regulated area shall be demarcated in any manner that minimizes the number of persons within the area and protects persons outside the area from exposure to airborne concentrations of asbestos. Where critical barriers or negative pressure enclosures are used, they may demarcate the regulated area. Signs shall be provided and displayed to demarcate the regulated area.

The signs shall be provided and displayed at each location where a regulated area is required to be established. Signs shall be posted at such a distance from such a location that an employee may read the signs and take necessary protective steps before entering the area marked by the signs. The warning signs required by this section shall bear the following information:

DANGER
ASBESTOS
CANCER AND LUNG DISEASE HAZARD
AUTHORIZED PERSONNEL ONLY
RESPIRATORS AND PROTECTIVE CLOTHING ARE REQUIRED
IN THIS AREA

- B. Access: Access to the regulated areas shall be limited to authorized persons.
1. Entry and exit procedures for gross removal area: The Contractor shall ensure that workers enter and exit the regulated area through the decontamination enclosure system.

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- a. Work Area Entry:
 - i. All workers and authorized visitors shall enter the work area through the worker decontamination enclosure system.
 - ii. All workers shall sign the entry log, located in the clean room, upon each entry and exit. The log shall be permanently bound and shall identify fully the facility, agents, contractor(s), the project, each work area, and respiratory protection employed.
 - iii. In the clean room, remove and deposit street clothing within a locker provided for their use, and put on protective clothing and respiratory protection before leaving the clean room.
 - iv. Before entering the regulated area, the employer shall ensure that employees pass through the equipment room.

 - b. Work Area Exit:
 - i. Before leaving the regulated area, remove all gross contamination and debris from protective clothing.
 - ii. Remove protective clothing in the equipment room and deposit the clothing in labeled impermeable bags or containers.
 - iii. When exiting the work area workers shall shower and enter the clean room before changing into street clothes.
2. Entry and exit procedures for non-contained work area The Contractor may select one chamber decontamination for non-contained work area and for work area with less than 260 sf of non-friable ACM.
- a. Work Area Entry:
 - i. All workers shall sign the entry log, located outside the enclosure. The log shall be posted outside each enclosure and shall identify fully the facility, agents, contractor(s), the project, each work area, and respiratory protection employed.
 - ii. Before entering the regulated area put on protective clothing (double and respiratory protection).

 - b. Work Area Exit:
 - i. Before leaving the regulated area, remove all gross contamination and debris from protective clothing using Wet Method and/or HEPA Vacuum method.
 - ii. Decontamination should be done within the containment and free from unprotected employees and asbestos debris.
 - iii. Gently vacuum (using only an approved HEPA vacuum) the outside of protective clothing, face, respirator, and hair etc. Use caution not to vacuum too close to ears and eyes, this could result in serious injury. This may require a co-employee assistance to ensure the employee's back has been thoroughly vacuumed.
 - iv. After vacuuming has been completed wet wipe the respirator and other tools.

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- v. After vacuuming has been completed remove protective clothing slowly turning arm sleeves and pants legs inside out during the process.

 - vi. While standing on the disposable clothing, decontaminate soles and boots. Roll clothing in a bundle and dispose of in an approved disposal bag located inside the enclosure.

 - vii. Repeat the procedure for first coverall (protective clothing suit).

 - viii. Exit the work area enclosure.
- C. Respirators: All persons entering a regulated area where personnel are required to wear respirators shall be supplied with a respirator selected in accordance with criteria established by OSHA regulation 29 CFR 1926.1101.
- D. Prohibited Activities: The contractor shall ensure that personnel do not eat, drink, chew tobacco or gum, or apply cosmetics in the regulated area.
- E. Competent Persons: The contractor shall ensure that all work performed within the regulated areas are supervised by a competent person as defined by OSHA regulation 29 CFR 1926.1101.

3.2 SCAFFOLDING

During the erection and/or moving of scaffolding, care must be exercised so that the polyethylene floor covering is not damaged. Clean as necessary debris from non-slip surfaces.

At the completion of abatement work clean all construction aids within the work area, wrap in one layer of 6 mil polyethylene sheet and seal before removal from the Work Area.

3.3 INSTALLATION, GENERAL

- A. General: Use qualified tradesmen for installation of temporary services and facilities. Locate temporary services and facilities where they will serve the entire project adequately and result in minimum interference with the performance of the Work.
- 1. Require that tradesmen accomplishing this work be licensed as required by local authority for the work performed.
 - 2. Relocate, modify and extend services and facilities as required during the course of work so as to accommodate the entire work of the project.

3.4 WATER SERVICE

- A. General: The Contractor will be responsible for providing water as needed for each job site or for connecting to the existing building water supply if available.

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3.5 ELECTRICAL SERVICE

- A. General: Provide a weatherproof, grounded temporary electric power service and distribution system of sufficient size, capacity, and power characteristics to accommodate performance of work during the construction period. Install temporary lighting adequate to provide sufficient illumination for safe work and traffic conditions in every area of work.
- B. Lockout: Lockout all existing power to or through the work area as described below. Unless specifically noted otherwise existing power and lighting circuits to the Work Area are not to be used. All power and lighting to the Work Area and Decontamination facilities are to be provided from temporary electrical panel described below.
 - 1. Lockout power to Work Area by switching off all breakers serving power or lighting circuits in work area. Label breakers with tape over breaker with notation.
 - 2. "DANGER circuit being worked on". Lock panel and have all keys under control of Contractor's Superintendent or Owner's designated Representative.
 - 3. Lockout power to circuits running through Work Area wherever possible by switching off all breakers serving these circuits. Label breakers with tape over breaker with notation "DANGER circuit being worked on". Sign and date danger tag. Lock panel and supply keys to Contractor, Owner and Project Designer. If circuits cannot be shut down for any reason, label at intervals 4'-0" on center with tags reading, "DANGER live electric circuit. Electrocutation hazard."
- C. Temporary Electrical Panel: Provide temporary electrical panel sized and equipped to accommodate all electrical equipment and lighting required by the work. Connect temporary panel to existing building electrical system. Protect with circuit breaker or fused disconnect. Locate temporary panel as directed by Owner or Project Designer.
- D. Power Distribution System: Provide circuits of adequate size and proper characteristics for each use. In general, run wiring overhead, and rise vertically where wiring exposure to damage from construction operations will be at its lowest potential for risk.
- E. Circuit Protection: Protect each circuit with a ground fault circuit interrupter (GFCI) of proper size located in the temporary panel. Do not use outlet type GFCI devices.
- F. Temporary Wiring: Temporary Wiring in the Work Area shall be type UF non-metallic sheathed cable located overhead and exposed for surveillance. Do not wire temporary lighting with plain, exposed (insulated) electrical conductors. Provide liquid tight enclosures or boxes for wiring devices.
- G. Number of Branch Circuits: Provide sufficient branch circuits as required by the work. All branch circuits are to originate at temporary electrical panel.

3.6 TEMPORARY LIGHTING

- A. Lockout: Lockout all existing power to lighting circuits in Work Area. Unless specifically noted otherwise, existing lighting circuits to the Work Area are not to be used. All lighting to the Work Area and Decontamination facilities are to be provided from temporary electrical panel described above.
- B. Number of Lighting Circuits: Provide sufficient lighting circuits as required by the work. All lighting circuits are to originate at temporary electrical panel.

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EDWARD WILLIAMS, ASSISTANT PURCHASING AGENT

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- C. Circuit Protection: Protect each circuit with a ground fault circuit interrupter (GFCI) of proper size located in the temporary electrical panel.

3.7 WORKER PROTECTION

- A. Health and Safety General Requirements: The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his appliances, and methods and for any damage which may result from Contractor's improper construction, maintenance, or operation, respectively. He shall erect and maintain at all times adequate safeguards for the protection of workmen and building occupants. The Contractor shall be responsible for monitoring his own construction safety work practices for compliance with the OSHA regulations, and shall provide appropriate personnel protective equipment and training for his workers.
1. Biological/Chemical Hazards: The known hazard on site includes asbestos-containing material. The Contractor shall provide materials, equipment and training to his workers to ensure their protection from these and any other chemical/biological hazards that may be identified during the Work.
 2. Physical Hazards: In addition to the common physical hazards normally present on construction sites, the known physical hazards specific to this project include: heat stress; contact with active equipment, noise; and trip/fall hazards. The Contractor shall provide safety equipment and training to his workers to ensure their protection from these and any other physical hazards that may be present during the Work.
 3. Emergency Response: The Contractor shall establish an Emergency Response Team made up of members of his work force. The Contractor shall designate a Team Leader and organize workers who are trained to respond in the event of an accident or other emergency. Members of the Emergency Response Team shall be knowledgeable in evacuation procedures and would be the first to respond in the event of an emergency.
 4. Workmen Protection: During the construction period, the Contractor shall provide and maintain safety equipment as required or necessary to properly complete the work. He shall provide and maintain such barricades, warning signs and devices, temporary lighting, and other safety measures necessary to properly protect workmen.
- B. Within Work Area: Require that workers **NOT** eat, drink, smoke, chew tobacco or gum, or apply cosmetics in the Work Area.
- C. Experience And Qualification Requirements:
1. Experience and Training: All phases of the work shall be executed by skilled craftsmen experienced in each respective trade. Improperly trained, untrained, or inexperienced personnel shall not be allowed in the work areas.
 2. The Superintendent shall be thoroughly familiar with and experienced in asbestos removal and related work. The Site Superintendent shall have successfully completed training equivalent to the EPA Model Accreditation Plan asbestos contractor and supervision course (40 CFR Part 763, Subpart E, Appendix C). The Superintendent shall meet the requirements of a competent person set down in OSHA Standard 29 CFR 1926.1101(o).
 3. All workers, who will come in direct contact with suspect ACM, shall have asbestos worker training as outlined in this paragraph. All asbestos removal workers shall be knowledgeable, qualified, and trained in the removal, handling, and disposal of asbestos material and in subsequent cleaning of the affected environment. All asbestos abatement workers shall have successfully completed training equivalent to the EPA Model Accreditation Plan asbestos worker training course (40 CFR Part 763, Subpart E, Appendix C).

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4. All workers of other trades (operator of other demolition equipment such as backhoe, bulldozer etc.) shall have successfully completed training equivalent to asbestos awareness training for custodial staff as set forth at 40 CFR Part 763.92(a) and training for Class IV employee in accordance with OSHA 29 CFR Part 1926.1101 (k) 9 (v). Such a training course shall take at least 2 hours.
5. All asbestos training shall be certified by the appropriate state agency.
6. Medical Surveillance: The Contractor shall provide medical surveillance for all workers engaged in asbestos removal. Provide the medical examination in accordance with OSHA Standards 29 CFR 1910.134(b) and 1926.1101. The Contractor shall ensure that all employee examination results are on file in his office, are available for review, and are maintained in accordance with OSHA. Standard 29 CFR 1926.1101(n) (3).

3.8 CERTIFICATE OF WORKER'S ACKNOWLEDGMENT

Following this section is a Certificate of Worker Training. After each worker has been included in the Contractor's Respiratory Protection Program, completed the training program and medical examination, secure a fully executed copy of this form.

3.9 RESPIRATORY PROTECTION

- A. Respiratory Protection Program: Comply with ANSI Z88.2 - 1980 "Practices for Respiratory Protection" and OSHA 29 CFR 1910 and 1926. Where the use of respirators are required, the Contractor shall develop a written standard operating procedure to govern selection and use of respirators. As a minimum the program shall address components as required by OSHA 29 CFR 1910.134. Program components shall include: written standard operating procedures; medical surveillance; training in selection and use of respirators; proper fitting and fit testing; procedures for inspection, cleaning, maintenance and storage; requirements for surveillance of work area conditions and worker exposures; and respirator program evaluation requirements.
- B. Require that respiratory protection be used at all times that there is any possibility of disturbance of asbestos-containing materials, whether intentional or accidental.
- C. Require that a respirator be worn by anyone in a Work Area at all times, regardless of activity, during a period that starts with any operation which could cause airborne fibers, until the area has been cleared for re-occupancy.
- D. Regardless of Airborne Fiber Levels: Require that the minimum level of respiratory protection used be half-face air-purifying respirators with high efficiency filters.
- E. Do not allow the use of single-use, disposable, or quarter-face respirators for any purpose.
- F. Fit testing: shall be provided by the contractor in strict accordance with OSHA regulation 29 CFR 1926.1101. Additionally, the contractor shall perform fit testing as required and/or suggested by the manufacturer's instructions or ANSI Z88.2 (1980).
- G. Type of Respiratory Protection Required:
 1. Air purifying respirators shall be selected for this work in strict accordance with OSHA regulation 29 CFR 1926.1101. See the attached Respiratory Protection Justification Form regarding respirator selection.

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H. Personal/Area Monitoring: The Contractor shall conduct exposure assessments and monitoring in accordance with 29 CFR 1926.1101(f). The contractor shall also perform area monitoring to determine the extent of regulated area. Sample analysis results shall be provided to the Owner and shall be posted within 24-hours of collection. The Contractor shall be responsible for record keeping requirements. The Owner's representative may collect ambient air samples and may observe the work practices to determine compliance by the contractor.

3.10 PERMISSIBLE EXPOSURE LIMIT (PEL)

- A. 8-Hour Time Weighted Average (TWA) and Ceiling Concentration of asbestos fibers to which any worker may be exposed shall not exceed the following:
1. Fibers: For purposes of this section, fibers are defined as all fibers regardless of composition as counted in the OSHA Reference Method (ORM), or NIOSH 7400 procedure.

Time Weighted Average (TWA) - 0.01 fibers/cubic centimeter

3.11 WORKER PROTECTIVE CLOTHING AND EQUIPMENT: Protective clothing and equipment shall conform to OSHA requirements. The Contractor shall be solely responsible for enforcing personnel protection requirements.

- A. Protective Clothing: Workers shall be provided with sufficient sets of properly fitting, full-body coveralls and protective gloves, and boot-type foot covers. The Contractor shall provide the City of Birmingham and authorized representative suitable properly fitting protective clothing, whenever they are required to enter the work area.
- B. Equipment: Provide eye protection, ear protection, protective gloves, non-slip steel toe shoes, and hard hats as required for job conditions or by applicable safety regulations.

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3.12 RESPIRATORY PROTECTION FOR ASBESTOS FIBERS

Airborne Concentrations of Asbestos or Condition of use	Required Respirator
Not in excess of 1 f/cc (10 x PEL), or otherwise as required independent of exposure.	Half-mask air purifying respirator other than a disposable respirator, equipped with high efficiency filters
Not in excess of 5 f/cc (50 x PEL)	Full facepiece air-purifying respirator equipped with high efficiency filters
Not in excess of 10 f/cc (100 x PEL)	Any powered air-purifying respirator equipped with high efficiency filters or any supplied air respirator operated in continuous flow mode
Not in excess of 100 f/cc (1,000 x PEL)	Full facepiece supplied air respirator operated in pressure demand mode
Greater than 100 f/cc (1,000 x PEL) or unknown concentration	Full facepiece supplied air respirator operated in pressure demand mode, equipped with an auxiliary positive pressure self-contained breathing apparatus.

Note: A. Respirator assigned for high environmental concentrations may be at a lower concentration, or when required respirator use is independent of concentration.

B. A high efficiency filter means a filter that is at least 99.97 percent efficient against mono-dispersed particles of 0.3 micrometers or larger.

3.13 PERSONNEL DECONTAMINATION UNIT

Provide a Personnel Decontamination Unit as required for Work by federal, state, and/or local regulations.

3.14 EQUIPMENT DECONTAMINATION UNIT

Provide an Equipment Decontamination Unit as required for Work by federal, state, and/or local regulations.

3.15 CLEANING OF WORK AREA

Clean debris and residue from inside of Work area on a daily basis or as otherwise indicated on Contract Drawings. Damp wipe or hose down all surfaces after each shift change. Clean debris on a daily basis.

3.16 SIGNS

Post an approximately 20 inch by 14 inch manufactured caution sign at each entrance to the Work Area displaying the following legend with letter sizes and styles of a visibility required by 29 CFR 1926:

Provide signs in English.

LEGEND

DANGER

ASBESTOS

CANCER AND LUNG DISEASE HAZARD

RESPIRATORS AND PROTECTIVE CLOTHING ARE REQUIRED IN THIS AREA

Provide spacing between respective lines at least equal to the height of the respective upper line.

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Post an approximately 10 inch by 14 inch manufactured sign at each entrance to each Work Area displaying the following legend with letter sizes and styles of a visibility at least equal to the following:

Provide signs in English.

	NOTATION
NO FOOD, BEVERAGES OR TOBACCO PERMITTED	3.4" Block
ALL PERSONS SHALL DON PROTECTIVE CLOTHING (COVERINGS) BEFORE ENTERING THE WORK AREA	3.4" Block
ALL PERSONS SHALL SHOWER IMMEDIATELY AFTER LEAVING WORK AREA AND BEFORE ENTERING THE CHANGING AREA	3.4" Block

3.17 REMOVAL PROCEDURES

All materials having asbestos content and designated to be disturbed during the scheduled demolition activities shall be removed in strict accordance with OSHA regulation 29 CFR 1926.1101.

3.18 VISUAL INSPECTION

Visually inspect work area for debris. If any visible debris is noted, clean all surfaces in the work area again. Continue this procedure until no visible debris is found in the work area. Visual inspection will then be conducted by the Owners Representative. If any visible debris is noted, clean all surfaces in the work area again. Continue this procedure until no visible debris is found in the work area.

3.19 CLEARANCE SAMPLING

Clearance of the work area shall be performed in strict accordance with OSHA regulation 29 CFR 1926.1101. The work area shall not be released for re-occupancy until the air quality, as determined by Phase Contrast Microscopy (PCM), is less than 0.01 f/cc. Sampling shall be collected using aggressive methods. The services of a testing laboratory will be employed by the Contractor perform laboratory analysis of the air samples. A technician will be at the job site, and samples will be sent daily by overnight delivery, so verbal reports on air samples can be obtained within 24 hours.

3.20 DISPOSAL PROCEDURES

- A. Waste Classification: Regulated ACM: All asbestos-containing material and resultant debris shall be treated as regulated asbestos-containing material (RACM). RACM shall be handled, packaged, transported, and disposed in accordance with OSHA Standard 29 CFR 1926.1101, DOT 49 CFR 171,172 and 173, and EPA Standard 40 CFR Part 61.
- B. All waste is to be hauled by a waste hauler with all required licenses from state and local authority with jurisdiction.
- C. Load all asbestos-containing waste material in disposal bags or leak-tight drums. All materials are to be contained as follows:

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1. Two 6 mil disposal bags
2. Protect interior of truck or dumpster with Critical and Primary Barriers.
3. Carefully load containerized waste in fully enclosed dumpsters, trucks or other appropriate vehicles for transport. Exercise care before and during transport, to insure that no unauthorized persons have access to the material.
4. Do not store containerized materials outside of the Work Area. Take containers from the Work Area directly to a sealed truck or dumpster.
5. Do not transport disposal bagged materials on open trucks.
6. Advise the landfill operator at least ten days in advance of transport, of the quantity of material to be delivered.
7. At disposal site unload containerized waste:
 - a. At a disposal site, sealed plastic bags may be carefully unloaded from the truck. If bags are broken or damaged, return to work site for rebagging. Clean the truck in strict accordance with OSHA regulation 29 CFR 1926.1101.
8. Retain receipts from landfill for materials disposed of.
9. At completion of hauling and disposal of each load submit copy of waste manifest, chain of custody form, and landfill receipt to Project Designer.

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CERTIFICATE OF WORKER'S ACKNOWLEDGMENT - ASBESTOS ABATEMENT WORKERS

I ACKNOWLEDGE AND UNDERSTAND THAT WORKING WITH ASBESTOS CAN BE DANGEROUS. INHALING ASBESTOS FIBERS HAVE BEEN LINKED WITH TYPES OF LUNG DISEASE AND CANCER. I UNDERSTAND THAT IF I SMOKE AND INHALE ASBESTOS FIBERS THE CHANCE OF DEVELOPING LUNG CANCER IS GREATER THAN THAT OF THE NON-SMOKING PUBLIC.

Your employer's contract for the above project requires that: you be provided with and complete formal and project specific training, you be supplied with proper personal protective equipment and applicable training in its use, and that you receive a medical examination to evaluate your physical capacity to perform your assigned work tasks if you wear a respirator or your exposure to airborne asbestos fibers is greater than the OSHA permissible exposure limit (PEL). These things are to be done at no cost to you. By signing this certification, you are acknowledging that your employer has met these obligations to you.

FILL IN BELOW THOSE ITEMS THAT ARE APPLICABLE TO THE EMPLOYEE. **NOTE:** EMPLOYER WILL BE REQUIRED TO PROVIDE VERIFICATION OF TRAINING.

INITIAL TRAINING: I have completed an asbestos abatement training course for Workers; Contractor/Supervisor/Class III (circle one) that meets EPA and the State of Alabama's requirements.

Date Completed _____

REFRESHER TRAINING: I have completed annual refresher on the above asbestos training courses.

Date Completed _____

MEDICAL EXAMINATION: I have had a medical examination within the last twelve months which was paid for by my employer. I was personally provided a copy and informed of the results of that examination. Check one below:

A physician determined (there were ___) (there were no ___) limitations to performing asbestos related work. Date medical exam was performed _____

Employee _____

Signature _____

Date _____

Printed Name _____

Contractor's Competent Person or Industrial Hygienist _____

Signature _____

Date _____

Printed Name _____

PROJECT NAME/CONTRACT NUMBER: _____

NAME OF COMPANY _____

NAME OF EMPLOYEE _____ SSN: _____

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RESPIRATORY PROTECTION JUSTIFICATION

Project Name: _____

Location: _____

Date of Submittal: _____

Date(s) Historic Monitoring Data Was Collected: _____

Based upon airborne asbestos fiber counts encountered on previous projects of a similar type under work place conditions closely resembling the processes, type of material, control methods, work practices, and environmental conditions used and prevailing in the Contractor's current operations, the following level of respiratory protection is proposed for the indicated operations to maintain an airborne fiber concentration below 0.005 fibers per cubic centimeter (f/cc) exposure limit inside the respirator facepiece of the abatement worker.

Operation	Anticipated F/CC	Respiratory Protection	Protection Factor	F/CC in Mask
Work Area Preparation				
Removal of friable suspect ACM Cleanup of ACM and debris				
Disposal of waste material at landfill other (describe)				

The Contractor certifies that to the best of his knowledge and belief the above represent a true and accurate representation of airborne fiber concentrations expected for the operations indicated, and are based upon airborne fiber data from projects with similar materials and operations performed within the past one year period. If requested by the City of Birmingham, the Contractor shall provide backup documentation for verification of the above data.

CHECK ONE:

_____ Data will serve as Negative Exposure Assessment _____ Data will serve as
 historic data only

Contractor _____

Signature _____ Date _____

END OF SECTION

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BID FORM

Submitted below is my firm bid for asbestos abatement removal and disposal for privately own structures for a period of one (1) year with month to month thereafter in accordance with your invitation to bid and specifications dated April 5, 2021. I am bidding in accordance with specifications except as listed below.

LINE NO	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE (SQ. FT.)	EXTENDED PRICE
GROUP I. TYPE OF MATERIAL				
1	Textured Ceiling Material	100	\$	\$
2	Plaster Ceiling Material	100	\$	\$
3	Floor Tile Only	160	\$	\$
4	Floor Tile & Mastic	100	\$	\$
5	Linoleum Only	100	\$	\$
6	Linoleum & Mastic	100	\$	\$
7	Flooring Mastic Only	100	\$	\$
8	Spray on Fireproofing	100	\$	\$
9	HVAC Tape Insulation	280	\$	\$
10	HVAC Joint Material	5	\$	\$
11	Ceiling Tile	100	\$	\$
12	Ceiling Tile and Mastic	100	\$	\$
13	Boiler Block Insulation	70	\$	\$
14	Roofing Material	100	\$	\$
15	Roofing Flashing	100	\$	\$
16	Transite Roofing Shingles	100	\$	\$
17	Transite Panel Siding	1,350	\$	\$
18	Transite Ceiling Tile	100	\$	\$
19	Fire Doors	100	\$	\$
20	Window Caulking	100	\$	\$
21	Exterior Coating	100	\$	\$
GROUP TOTAL				\$

NAME OF YOUR COMPANY _____

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BID FORM *Continued*

LINE NO	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE (SQ. FT.)	EXTENDED PRICE
GROUP II. PIPE TYPE OF MATERIAL				
1	Size: 1.5" – 2"	10	\$	\$
2	Size: 2.5" – 3"	10	\$	\$
3	Size: 3.5" – 4"	10	\$	\$
4	Size: 4.5" – 5"	10	\$	\$
5	Size: 5.5" – 6"	10	\$	\$
6	Size: 6" – 8"	10	\$	\$
7	Size: 10" – 12"	10	\$	\$
8	Size: 12 And Greater"	10	\$	\$
GROUP TOTAL				\$

LINE NO	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE (SQ. FT.)	EXTENDED PRICE
GROUP III. PIPE FITTINGS				
1	Size: Less Than 6"	50	\$	\$
2	Size: 6" And Greater	20	\$	\$
3	Size: Transite Vent Pipe	17	\$	\$
GROUP TOTAL				\$

BID GRAND TOTAL	\$
------------------------	----

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BID FORM *Continued*

CERTIFIED LANDFILL TO BE USED FOR DISPOSAL OF DEBRIS:

GENERAL CONTRATOR'S LICENSE NO.

COMPLETION TIME

I will use _____ (ADEM CERTIFIED LANDFILL) for disposal of all debris generated by the performance of this contract.

Bidder/Offeror must state or certify the following regarding illegal disposal of solid waste in The State of Alabama:

- A.) Have Have Not any Judgement(s);
- B.) Have Have Not any Consent Order(s) ;
- C.) Have Have Not any Pending Enforcement Action(s);
- D.) Have Have Not any Litigation.

Should you have any action(s), documentation must be submitted with your bid response providing information on each action(s).

The City of Birmingham reserves the right to verify provided certification with appropriate State agencies.

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CERTIFICATION REGARDING DEBARMENT, SUSPENSIONS, AND OTHER RESPONSIBILITY MATTERS

(Executive Order 12549, Debarment and Suspension, 34 CFR Part 85)

Bidder/Offeror certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have have not within a three-year period preceding award of this contract been convicted of or had civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or Local) with commission on any of the offenses enumerated in Paragraph (b) above; and
- (d) Have have not within a three-year period preceding award of this contract had one or more public transactions (Federal, State or Local) terminated for cause of default.
- (e) **DATA UNIVERSAL NUMBERING SYSTEM (DUNS)**
Duns number must be provided on the signature page of this document before an award can be made to facilitate System Award Management (SAM) certification <https://www.sam.gov/SAM/>. Companies that do not have a free DUNS number may visit <https://www.dnb.com/duns-number/get-a-duns.html> for more information. *The City of Birmingham does not provide DUNS numbers.*

AUTHORIZED SIGNATURE

TITLE

PRINTED NAME

DATE

_____ I am unable to certify to the above statements. My explanation is attached.

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NOTARIZED AFFIDAVIT AND WARRANTY:

The bidder warrants that the bid submitted is not made in collusion with any other bidders, or in the interest of or on behalf of an undisclosed party; that the bidder has not, directly or indirectly, induced any other bidder to put in a sham bid or to refrain from making a bid; and that bidder has not paid or agreed to pay to any party, either directly or indirectly, any money or other thing of value for assistance or aid rendered to or to be rendered in attempting to procure the bid for the privileges provided in this invitation. All the information contained in the bid may be relied upon by the City of Birmingham in awarding demolition services, and everything contained herein is warranted by the bidder to be true.

DATE

NAME OF COMPANY

AUTHORIZED SIGNATURE

PRINT NAME

TITLE

NOTARY PUBLIC

MY COMMISSION EXPIRES

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SIGNATURE PAGE

I hereby certify that we do not discriminate in employment of our personnel against any persons on account of race, creed, color, sex, or national origins, and acknowledge and agree that the City encourages minority - and women - owned business participation to the maximum extent possible. This policy includes Historically Underutilized Business Enterprises such as architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the City's business, economic and community revitalization programs.

EXCEPTION TO SPECIFICATIONS: (use extra pages if necessary)

Bidder acknowledges receipt of _____ addenda(s).
 (addenda numbers)

This page must be returned with bid.

DUNS # _____

 Date of Bid

 Name (Print legibly or Type)

 Company

 Title

 Street Address

 Signature

 City State Zip

 Tax ID Number

 Post Office Box

 E-Mail Address

 City State Zip

 Telephone Number

 Terms of Payment

 Fax Number

 Delivery Date

 Cell Phone

IF AVAILABLE, PLEASE SUBMIT COPY OF CURRENT CITY OF BIRMINGHAM BUSINESS LICENSE WITH THIS BID.

INDICATE THE FOLLOWING ADDRESSES IF DIFFERENT FROM ABOVE:

1. **BID AWARD NOTICE ADDRESS** _____
2. **PURCHASE ORDER ADDRESS** _____
3. **REMITTANCE ADDRESS (and name if different than above)** _____

**CITY OF BIRMINGHAM-PURCHASING DIVISION
710 NORTH 20TH STREET
P-100 CITY HALL
BIRMINGHAM, AL 35203-2227
OFFICE: (205) 254-2265/FAX: (205) 254-2484**

**MELINDA CUNNINGHAM, SENIOR BUYER
EDWARD WILLIAMS, ASSISTANT PURCHASING AGENT**

**JULY 21, 2023
ITB: 24-11**

City of Birmingham Transparency in City Government Disclosure and Certification Form

TRANSPARENCY IN CITY GOVERNMENT DISCLOSURE AND CERTIFICATION FORM

INSTRUCTIONS:

This form must be fully completed by any individual or entity (hereinafter referred to as “Vendor”) seeking to enter into a contract or appointment, provide services, obtain funding or otherwise do business with the City of Birmingham with the express exclusion of persons or entities exclusively providing grant funding to the City, General Services Administration (GSA) vendors, national cooperatives approved by the Alabama Department of Examiners of Public Accounts and governmental entities to include City boards and agencies.

Submit completed forms to the appropriate City Department. All questions must be answered. Respond “Not applicable” or “NA” if a question does not apply. Attach additional pages if needed. Completed forms will be submitted to the Birmingham City Council or the appropriate Council Committee along with the Applicant’s proposed contract, appointment and/or funding request.

For purposes of this Form, the following definitions apply:

Family Member of a Public Employee. The spouse, domestic partner or a dependent of the public employee.

Family Member of a Public Official. A spouse, domestic partner, dependent, adult child and his or her spouse, parent, spouse's parents, sibling and his or her spouse, of the public official.

Public Employee. Any person employed by the City of Birmingham or its instrumentalities, including governmental corporations and authorities.

Public Official. Any person elected to public office of the City of Birmingham, whether or not that person has taken office, by the vote of the people, and any person appointed to a position at the City of Birmingham or its instrumentalities, including governmental corporations and authorities.

This Form is a:

New Submission

Update to a Previous Submission

Section 1: VENDOR NAME AND CONTACT:

Vendor’s Legal Name:

Physical Street Address:

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Mailing Address:

Phone Number:

Contact Person:

Section 2: DISCLOSURES

(a) Identify all officers, directors, owners, members, partners and executive management of the Vendor.

(b) (PUBLIC OFFICIAL)

Are any of the persons identified in paragraph (a) above a Family Member of a Public Official of the City of Birmingham or do they have an employment or other business relationship with a Public Official of the City of Birmingham or a Family Member of a Public Official? If "yes", describe any family, employment or business relationship with the Public Official.

Yes Not Applicable

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(c) (PUBLIC EMPLOYEE)

Are any of the persons identified in paragraph (a) above a Family Member of a Public Employee of the City of Birmingham or do they have an employment or other business relationship with a Public Employee of the City of Birmingham or a Family Member of a Public Employee? If "yes", describe any family, employment or business relationship with the Public Employee.

Yes Not Applicable

SECTION 3. LOBBYISTS, CONSULTANTS & ATTORNEYS:

During the past three (3) years, has Vendor retained, hired or paid any person or entity including, but not limited to, a lobbyist, consultant or attorney, to assist Vendor in obtaining a City contract, appointment or funding? If "yes", identify by individual name, firm name, address and telephone number any such person or entity.

Yes Not Applicable

SECTION 4: DISCLOSURE OF CONTRIBUTIONS:

During the past three (3) years, has the Vendor provided a campaign contribution, a contribution to a political action committee that provides funding to a Public Official's campaign or other funding to or performed services for a Public Official, or provided funding to or performed services for an individual or entity, including a charitable entity, at the request of a Public Official or Public Employee? If yes, identify the amount, date and recipient of any campaign contribution or other funding and/or the date, contract amount and nature of services performed.

Yes Not Applicable

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SECTION 5: CONTRACTS WITH THE CITY OF BIRMINGHAM:

Does the Vendor have any existing contracts with the City of Birmingham or contracts which have expired or been terminated within the past three (3) years?

Yes No

SECTION 6: CLAIMS AGAINST THE CITY OF BIRMINGHAM:

Does the Vendor have any pending claims against the City of Birmingham.

Yes No

SECTION 7: GOOD STANDING:

By signing this *Transparency in City Government Disclosure and Certification Form* Vendor affirms that it is current in regard to all required federal, state, and local business, tax and other filing requirements and licensure.

CERTIFICATION:

I, the undersigned, certify that I am authorized to execute this *Transparency in City Government Disclosure and Certification Form* on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the City of Birmingham is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the City to notify the City in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the City, permitting the City to declare any contract(s) resulting from this certification void and unenforceable.

VENDOR SIGNATURE:

NAME:

DATE: