



CITY OF SELMA

INVITATION TO BID FOR CONTRACTOR SERVICES

ITB LHRP HHP, AND CDBG PROGRAMS
RELEASED ON APRIL 16, 2026

**OFFICE OF PLANNING & DEVELOPMENT
DANIELLE WOOTEN, DIRECTOR**

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Phone: (334) 876-1239

222 BROAD STREET | SELMA, ALABAMA 36702

**INVITATION TO BID
LHRP, HHP, AND CDBG PROGRAMS**

The City of Selma will receive sealed bids until 4:00 PM CST on April 27, 2026. The bid opening will occur in the Selma City Hall Council Chamber at 222 Broad Street, Selma, Alabama 36701, beginning at 10:00 AM CST on April 28, 2026.

IMPORTANT SOLICITATION DATES

PRE-BID CONFERENCE	ITB DUE DATE	ITB OPENING DATE
April 20, 2026, at 11:00 a.m. CST	April 27, 2026, by 4:00 p.m. CST	April 28, 2026, at 10:00 AM. CST

A. Purpose

The City of Selma is seeking bids from qualified bidders, hereinafter referred to as contractors, to provide lead abatement activities, rehabilitation, urgent home repairs, interim controls, and associated health and safety repairs to residential properties identified under the City’s Lead Hazard Reduction (LHRP), Healthy Homes (HHP), and Community Development Block Grant (CDBG) programs.

Contractors submitting bids will qualify to submit pricing for additional properties added during program implementation. Funding is provided by the U.S. Department of Housing and Urban Development (HUD) and/ or the Alabama Dept. of Economic and Community Affairs (ADECA).

The City of Selma anticipates providing services to approximately 191 homes in scattered sites. Work orders for each property are structured to address housing hazards based on reasonable estimates while ensuring the allowable grant amounts are not exceeded.

The City will exercise full discretion in awarding bids to maximize outcome. The properties are generally located within neighborhoods bounded by the following census tracts: 9564, 9565, 9566.

Selected bidders agree to furnish all necessary labor, equipment, tools, materials, containment systems and other services required to perform and complete all work in full accordance with HUD, EPA, state, and local lead & safety regulations specifications, terms, and conditions included herein in this Invitation to Bid.

B. Pre-Bid Conference

April 20, 2026, at 11:00 AM CST – Selma City Hall Council Chambers. Attendance encouraged. Bidders will better understand the project and associated requirements,

which will result in the successful execution of the project. The session will give bidders an opportunity to have their questions answered.

C. Questions/Clarifications

Bidders with questions or need clarifications may direct their inquiries to Nikki Washington at (334) 327-1710 or Katrice Salone at (334) 431-4185. The city will transmit any material changes to specifications or bidding procedures resulting from such inquiries through a written addendum.

D. Scope of Work

The selected contractors shall furnish all labor, materials, equipment, and supervision necessary to perform lead hazard and housing repair, rehabilitation, and related construction tasks as identified in each Individual Property Task Order (Appendix C and subsequent Addenda).

E. Work may include, but is not limited to:

- Lead-based paint abatement
- Interim controls and paint stabilization
- Component replacement (doors, windows, trim) containing lead hazards
- Enclosure of lead-painted surfaces
- Dust containment and cleanup
- Clearance preparation and coordination
- Soil hazard mitigation
- Friction and impact surface correction
- Health and safety repairs necessary to control lead hazards
- Limited repairs necessary to maintain safe occupancy after abatement
- Asbestos and Radon abatement
- Roof repair or replacement
- HVAC replacement or repair
- Electrical and plumbing corrections
- Carbon monoxide alarm installation or gas leak repairs
- Window and door replacement
- Structural stabilization
- Accessibility modifications
- Health and safety hazard abatement

F. Contract Structure

This procurement will result in multiple Indefinite Delivery/Indefinite Quantity (IDIQ) awards. Contractors determined to be responsive and responsible may receive a

Master Contractor Agreement with task orders issued for individual properties as funding and priorities allow.

The City may issue multiple task orders throughout the contract term, each specifying the property location, defined scope of work, and not-to-exceed amount.

G. All awards will be made in accordance with:

- 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)
- 24 CFR Part 35 (Lead Safe Housing Rule)
- 24 CFR Part 570 (CDBG Regulations)
- Code of Alabama § 41-16-50 et seq. (Competitive Bid Law)
- HUD Procurement Handbook 7460.8 REV 2 (where applicable)

H. Bid Documents

Bidders must review and include acknowledgment of the following documents with their submission:

- Appendix A - Completed and signed Bid Form
- Appendix B - Contractor's submission package
- Appendix C - General Repair Rate Sheet (unit price schedule for standard repair tasks)
- Appendix D- LHRP Rate Sheet
- Appendix E - Completed HUD and ADECA Certification Forms
- Appendix F - Technical Specifications for LEAD Hazard Reduction
- Appendix G - Sample Individual Property Task Orders (scope templates for specific sites)
- Appendix H- Lead Based Paint Inspection and Risk Assessments

Additional property-specific work orders may be issued during the program term and incorporated by reference as amendments to this solicitation.

I. Bidders Qualifications

1. Statement of Construction Experience

The Statement of Construction Experience is included in Appendix A of this RFQ. All items on the Statement of Construction Experience must be filled in completely. This form must be included with the submittal.

2. Financial Capability

Present evidence of financial capacity to meet all requirements for the proposed services. Such evidence should include banking and credit references and a statement of bonding capacity. The City may request further financial information after review and submittal. All information relative to financial statements will remain confidential.

3. Performance Record

Provide a list of at least three (3) references for projects completed in the past two years.

4. Proposal Letter

Include a signed letter of interest expressing intent to participate in the program.

5. Lead-Based Paint Certification

Provide evidence of EPA-approved Lead-Based Paint Safe Work Practices training and clearance testing accreditation.

6. Insurance Documentation

Commercial General Liability Insurance

\$1,000,000 minimum

Comprehensive Form including Premises/Operation, Products/Completed Operations, Contractual, Independent contractors, Broad Form property damage and personal injury.

Automobile Liability:

\$250,000 minimum + \$2,500 medical payment

Workers Compensation and Employers Liability:

\$100,000 - Limit each occurrence

Umbrella Coverage:

\$25,000 - Each occurrence

\$25,000 - Aggregate

7. Pricing Structure and Allowable Negotiations

Unit prices submitted shall serve as the maximum, not-to-exceed rates for individual repair tasks under the CDBG Urgent Housing Repair Program.

The City may, at its discretion, **negotiate reduced or bulk pricing** with the contractor for:

- a. Repetitive tasks
- b. Multiple quantities of the same material or installation
- c. Grouped or bundled scopes of work
- d. Multiple property assignments issued during the same period

Contractors may offer **discounted rates for volume or repeated tasks**, and such reductions shall not require a rebid as long as:

- e. The reduced rate is below the approved unit price
- f. The rate is documented in the task order

- g. The rate complies with HUD cost reasonableness requirements

No negotiated rate may exceed the contractor's submitted unit price schedule.

Negotiated bulk rates shall be applied consistently and documented per property-specific work order.

8. Compliance

Contractors must comply with all applicable federal, state, and local laws and regulations.

J. Bid Submission

Bids must be submitted on the prescribed form, completed in ink or typewritten, and sealed in an envelope marked "**BID NO. 2026-LHRP HHP CDBG**". The State of Alabama Contractor's License number shall be listed along with the Company's name clearly identified on the outside of the envelope. Bids submitted by express or overnight services must be in a separate envelope or package sealed and identified as stated above and shall be received within the designated time. Respondents shall submit one certified hard copy and one electronic copy of the qualification response including any supporting documentation addressed as follows:

City of Selma

Co: Ivy Harrison, City Clerk 222 Broad Street Selma, AL 36701

Email: iharrison@selma-al.gov

CC: Katrice Salone Housing Programs Manager Planning & Development

housingprograms@selma-al.gov

CC: Nikki Washington Lead Hazard Reduction Program Manager Planning &

Development leadprograms@selma-al.gov

The subject line must clearly state:

ITB for LHRP, HHP, & CDBG

K. Bidders shall submit:

- Appendix A - Completed and signed Bid Form
- Appendix B - Contractor's submission package
- Appendix C - General Repair Rate Sheet (unit price schedule for standard repair tasks)
- Appendix D- LHRP Rate Sheet
- Appendix E - Completed HUD and ADECA Certification Forms
- Appendix F - Technical Specifications for LEAD Hazard Reduction
- Appendix G - Sample Individual Property Task Orders (scope templates for specific sites)
- Appendix H- Lead Based Paint Inspection and Risk Assessments

- Evidence of current Alabama Home Builders License or General Contractor License
- Proof of Liability and Workers' Compensation Insurance
- References for at least three similar federally funded housing rehabilitation projects

L. Contractor's Performance

The awarded bidders must be able to provide the services required in this Invitation. Failure by the successful bidders to perform services as prescribed herein may result in the termination of the remaining contract. If this happens, the city reserves the right to obtain these services through other means.

M. Timing

The contractor shall complete full services within 60 days following the official notice to proceed for each work order and/or task order. The city may assess the liquidated damage of \$50 per day for delays beyond 60 days pending unanticipated weather or legitimate causes. If so, the city and the contractor may mutually agree to an extension.

N. Pricing

The total price quoted by the bidders shall remain firm for the full scope of services. No additional costs are anticipated. However, if there are any additional costs, the City must approve any additional costs resulting from unanticipated events as a change order. Should the city not be able to agree to additional costs and the matter cannot be resolved, the city can terminate the contract upon giving ten (10) days written notice to the contractor.

The City will exercise full discretion in awarding bids to maximize outcome. The qualifying bidders in this round may also be asked to provide pricing when other properties are added to the list of properties for repairs. The City intends to select the lowest bidders, however, subject to the overall maximum benefit to the program.

O. Bulk Pricing and Multiple-Task Discounts

- Because this solicitation will result in multiple IDIQ task orders, the City may request or negotiate **lower unit pricing** than the amounts listed in the contractor's rate sheet when:
 - Multiple homes are assigned simultaneously,
 - Larger quantities of materials are required, or
 - Tasks are repeated across multiple projects.

Contractors are encouraged to propose **tiered or volume discount pricing** where applicable.

P. Evaluation and Award

Bids will be evaluated on the basis of:

- Reasonableness and competitiveness of unit prices
- Contractor experience and past performance
- Compliance with all required certifications and documentation
- Capacity to complete multiple small-scale residential projects within required timeframes

Q. The City reserves the right to:

- Make multiple awards
- Reject any and all bids
- Issue task orders to one or more contractors as determined to be in the best interest of the City and program beneficiaries

The City of Selma reserves the right to waive any informalities or minor defects or reject any and all bids. While the city intends to award the lowest bidders, the actual award will consider maximizing the program's benefit. No bidders may withdraw its bid within thirty (30) days after the actual date of the bid opening.

R. Contract Term

The initial term of the Master Contractor Agreement shall be one (1) year from the date of execution, with the option to renew annually for up to three (3) additional one-year terms subject to satisfactory performance and continued program funding.

S. Invoicing

The contractor shall invoice the city no more than once a week. The payment will be approved only upon verification of services completed. Due to the nature of the program, the contractor may expect a payment delay of 1-2 weeks. Before the final payment, the contractor must sign a Mechanics Lien Waiver and submit a work guarantee of one year from the date of acceptance and the manufacturer's standard warranty for materials and equipment.

T. Contractor Responsibilities

The contractor shall exercise due care in performing all activities to avoid damaging trees, shrubs, landscaping, and property under repairs as well as adjacent properties. The contractor shall be responsible for damages caused by its equipment or workers at no expense to the city. The city of Selma shall be notified immediately upon the occurrence of such event.

Prior to starting work, the contractor shall photograph structures to evidence existing conditions. Likewise, the contractor shall photograph upon completion to evidence the completed work. The contractor shall take all precautions to promote the safety of the occupants and not allow the accumulation of scrap, debris, waste material, and other items not required for repairs.

The contractor shall be responsible for all corrective actions required, including fines, in response to any notice of violations by any federal, state, or local agency because of the contractor's actions while conducting activities on behalf of the city.

Contractor must:

- Install containment and protection systems
- Protect occupants and workers from lead exposure
- Conduct daily cleaning and final cleaning
- Coordinate clearance inspections
- Maintain safe occupancy condition

U. Indemnification

The contractor agrees to protect, defend, indemnify, and hold harmless the City of Selma and its officers, employees, and agents from and against all losses, penalties, damages, settlements, claims, costs, charges, or liabilities of any and every kind including attorney fees in connection with or arising directly or indirectly out of the work agreed to or performed by the contractor under this contract.

V. Specifications

The work items and pricing for each property are provided as an attachment to this bid package. Bidders may elect to submit bids for one or all properties. Use of specific brand names and numbers is not intended to restrict the bidding of any seller and manufacturer but is solely to indicate the type, size, and quality of materials, products, services, or other equipment considered acceptable to the city's program.

All demolition and repairs involving painted surfaces must comply with:

- HUD Lead Safe Housing Rule
 - EPA Lead Abatement Standards
 - EPA RRP Rule
 - OSHA worker protection standards
- a. Demolition – All parts to be removed shall be done in a safe, orderly fashion, taking care to avoid damage to parts that are to be left in place. All debris should be removed from the premises as it is generated.
 - b. Carpentry – Framing lumber shall be no less than new #2 yellow pine material unless otherwise specified. Finish lumber shall be of a species and grade suitable for its intended use, kiln-dried, and free of objectionable defects.
 - c. Electrical, Plumbing, and Heating – All equipment and materials shall comply with and be installed in accordance with Selma Building Codes.

W. Permits

The contractor must apply for, pay for, and obtain all permits required to perform the above work. All work must comply with the requirements of issuing agencies, and the contractor will be responsible for fees and fines due to violations.

X. Laws/Rules/Requirements

The contractor shall comply with all federal, state, and local laws, rules, and requirements that apply to this project, more specifically:

- Title 2 CFR Part 200
- 41 CFR Part 60-1.4 Equal Opportunity Clause
- 29 CFR 5.5(b) Contract Work Hours and Safety Standards Act
- Clean Air Act and Federal Water Pollution Control Act
- 2 CFR Part 180 and 2 CFR Part 3000 Suspension and Debarment Compliance
- 31 USC 1352 and 44 CFR Part 18 Byrd Anti Lobbying Amendment (as amended)
- Section 6002 Solid Waste Disposal Act
- State of Alabama E-Verify Requirements
- 24 CFR Part 35
- 40 CFR Part 745
- OSHA Lead in Construction Standard (29 CFR 1926.62)

JOHNNY MOSS, III
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF PLANNING & DEVELOPMENT
REBUILDING SELMA **TOGETHER.**

Appendix A

Bid Forms

selma-al.gov

(334) 876-2139 (office) | (334) 874-2402 (fax) | dwooten@selma-al.gov

JOHNNY MOSS, III
MAYOR



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Appendix B

Contractor's Package

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City of Selma – LHRP, HHP, AND CDBG Programs Contractor Submission Packet



Section 1: Contractor Information

Contractor/Company Name:	<input type="text"/>
Mailing Address:	<input type="text"/>
City, State, ZIP:	<input type="text"/>
Primary Contact Person:	<input type="text"/>
Phone Number:	<input type="text"/>
Email Address:	<input type="text"/>
License Number & Expiration:	<input type="text"/>

Section 2: Required Attachments Checklist

- Proposal Letter – Signed letter of interest expressing intent to participate
- Statement of Construction Experience – Complete Appendix A form
- Financial Capability Documentation (banking, credit references, bonding capacity)
- Performance Record – 3 references from past two years
- Lead-Based Paint Certification – EPA-approved training
- Insurance Documentation – Workers' Comp, Liability, Auto coverage
- Compliance Acknowledgment – Federal, state, local compliance statement

Section 3: Contractor Certification

I/We certify that the information provided is accurate and agree to comply with the City of Selma's program requirements.

Signature

Name & Title

Date

Letter of Interest

Date:

To: City of Selma
Office of Planning & Development
222 Broad Street
Selma, AL 36701

Re: LHRP, HHP, and CDBG Programs – Letter of Interest

Dear Selection Committee,

I am pleased to submit this letter of interest in response to the City of Selma's Request for Qualifications for the LHRP, HHP, and CDBG programs. Our company is fully licensed and experienced in lead, asbestos, and mold remediation, housing rehabilitation and construction. We are committed to delivering high-quality work, complying with all federal, state, and local requirements, and supporting the City's mission to improve housing conditions.

Statement of Construction Experience

We have extensive experience in residential construction and rehabilitation. We have successfully completed numerous projects involving roof repairs, plumbing, electrical work, and general rehabilitation. The following provides a detailed overview of our construction history, types of projects completed, and areas of expertise.

Financial Capability

Our company maintains a strong financial position, supported by established relationships with reputable banking institutions. We have attached a statement of bonding capacity to demonstrate our ability to meet financial obligations and ensure timely completion of projects.

Performance Record

We are proud of our consistent track record and have provided three references from projects completed in the past two years. These references reflect our commitment to professionalism and client satisfaction.

Project name, location, client contact information, scope of work, and completion dates:

Project name, location, client contact information, scope of work, and completion dates:

Project name, location, client contact information, scope of work, and completion dates:

Lead-Based Paint Certification

We maintain compliance with all requirements regarding lead-based paint. Our staff has completed approved Lead-Safe Work Practices training, and we hold clearance testing accreditation. Documentation has been provided to verify these certifications. We affirm that any expired certifications will be renewed prior to contract award.

Insurance Documentation

We carry comprehensive insurance coverage to protect both our clients and our workforce, including the attached:

- Workers' Compensation Insurance (as required by Alabama law)
- Commercial General Liability Insurance (\$1,000,000 minimum)
- Automobile Liability Insurance (\$250,000 minimum + \$2,500 medical payment)

Compliance Acknowledgment

We affirm our compliance with all applicable federal, state, and local regulations governing housing rehabilitation, construction, and workforce safety. We are dedicated to adhering to all requirements outlined in the City's Urgent Home Repairs Program.

We greatly appreciate the opportunity to submit this proposal of interest and look forward to the possibility of partnering with the City of Selma in this important effort to strengthen and restore safe housing in our community.

Sincerely,

Authorized Representative:

Title:

Signature:

Company Name:

JOHNNY MOSS, III
MAYOR



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SELMA, ALABAMA 36702

OFFICE OF PLANNING & DEVELOPMENT
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Appendix C

General Repair Rate Sheet

selma-al.gov

(334) 876-2139 (office) | (334) 874-2402 (fax) | dwooten@selma-al.gov

GENERAL REPAIR RATE SHEET

(Unit Price Schedule for Standard Repair Tasks)

Contractor shall provide unit pricing for the following standard repair tasks. All unit prices shall include **labor, materials, equipment, debris removal, permits (if applicable), overhead, and profit**. Prices must comply with HUD Reasonable Cost Standards.

All unit prices listed represent not-to-exceed amounts; however, the City reserves the right to negotiate reduced or bulk pricing when multiple tasks, repeated work items, or grouped property repairs are assigned under the IDIQ contract.

1. Exterior Repairs

Task Description	Unit	Unit Price (\$)
Replace exterior door (pre-hung, standard)	Each	_____
Replace exterior door hardware/lockset	Each	_____
Replace window (standard vinyl, double-pane)	Each	_____
Re-glaze window	Each	_____
Replace siding (vinyl)	Sq. Ft.	_____
Install house wrap	Sq. Ft.	_____
Paint exterior siding	Sq. Ft.	_____
Paint exterior shutters	Pair	_____
Replace shutters (standard vinyl pair)	Pair	_____
Replace porch handrails	Linear Ft.	_____
Replace exterior steps (wood)	Each Set	_____
Install wheelchair ramp	Linear Ft.	_____
Foundation repair (minor)	Linear Ft.	_____
Crawl space moisture barrier	Sq. Ft.	_____

2. Roofing Repairs

Task Description	Unit	Unit Price (\$)
Remove existing shingle roofing	Sq. Ft.	_____
Install 30-year architectural shingles	Sq. Ft.	_____
Replace roof decking	Sq. Ft.	_____
Replace roof flashing	Linear Ft.	_____
Install ridge vent	Linear Ft.	_____
Replace gutters and downspouts	Linear Ft.	_____
Seal/patch minor roof leaks	Each	_____

3. HVAC Repairs

Task Description	Unit	Unit Price (\$)
Replace complete HVAC system (2-3 ton)	Each	_____
Replace thermostat	Each	_____
Ductwork repair	Linear Ft.	_____
Condenser repair (minor)	Each	_____
Install window A/C unit (energy-efficient)	Each	_____

4. Electrical Repairs

Task Description	Unit	Unit Price (\$)
Replace electrical panel (100 amp)	Each	_____
Replace electrical panel (200 amp)	Each	_____
Replace receptacle/outlet	Each	_____
Replace light fixture	Each	_____
GFCI outlet installation	Each	_____
Replace smoke detector (battery)	Each	_____
Replace smoke detector (hardwired)	Each	_____

5. Plumbing Repairs

Task Description	Unit	Unit Price (\$)
Replace water heater (40-gallon electric)	Each	_____
Repair leaking pipe	Each	_____
Replace toilet (standard ADA-height)	Each	_____
Replace faucet (bathroom)	Each	_____
Replace faucet (kitchen)	Each	_____
Replace tub/shower valve	Each	_____

6. Interior Repairs

Task Description	Unit	Unit Price (\$)
Replace interior door	Each	_____
Install drywall (including finishing)	Sq. Ft.	_____
Drywall patch (minor)	Each	_____
Interior painting - walls	Sq. Ft.	_____
Interior painting - ceilings	Sq. Ft.	_____
Replace flooring (vinyl plank)	Sq. Ft.	_____
Replace floor trim/baseboards	Linear Ft.	_____

7. Health & Safety / Accessibility

Task Description	Unit	Unit Price (\$)
Install grab bars	Each	_____
Install ADA-compliant toilet	Each	_____
Install smoke/CO detector combo	Each	_____
Mold remediation (minor)	Sq. Ft.	_____

8. Landscaping, Shrubs, and Exterior Aesthetic Improvements

Task Description	Unit	Unit Price (\$)
Trim shrubs (light maintenance)	Per Job	_____
Remove overgrown shrubs	Each	_____
Install new shrubs (standard size)	Each	_____
Replant/relocate shrubs	Each	_____
Minor yard cleanup/debris removal	Per Job	_____
Replace or install exterior shutters (pair)	Pair	_____
Paint exterior shutters	Pair	_____
Repaint porch columns/rails	Each	_____

Contractor Certification

I hereby certify that the unit prices provided above are accurate, reasonable, and inclusive of all required costs.

Bidders Information:

- Company Name: _____
- Contact Person: _____
- Phone / Email: _____
- Date: _____
- Signature: _____

JOHNNY MOSS, III
MAYOR



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SELMA, ALABAMA 36702

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Appendix D

LHRP Rate Sheet

Lead Hazard Reduction Program (LHRP) - RATE SHEET
City of Selma – Office of Planning & Development

Contractor shall provide unit pricing for the following standard repair tasks. All unit prices shall include **labor, materials, equipment, debris removal, permits (if applicable), overhead, and profit**. Prices must comply with HUD Reasonable Cost Standards.

All unit prices listed represent not-to-exceed amounts; however, the City reserves the right to negotiate reduced or bulk pricing when multiple tasks, repeated work items, or grouped property repairs are assigned under the IDIQ contract.

Instructions to Bidders

- Complete all applicable unit pricing fields below
- Prices shall include **labor, materials, equipment, overhead, and profit**
- Prices shall remain **fixed for the contract period**
- Do not leave blanks (insert N/A if not applicable)

A. SITE PREPARATION & CONTAINMENT

Item Description	Unit	Unit Price (\$)
Mobilization / Demobilization	LS	_____
Interior Containment	Room	_____
Exterior Containment	Elevation	_____
Warning Signs & HEPA Setup	LS	_____

B. PAINT STABILIZATION (INTERIM CONTROLS)

Item Description	Unit	Unit Price (\$)
Scrape, HEPA Sand, Repaint	SF	_____
Trim Stabilization	LF	_____
Door Stabilization	Each	_____
Window Stabilization	Each	_____

C. COMPONENT REPLACEMENT (ABATEMENT)

Item Description	Unit	Unit Price (\$)
Window Replacement	Each	_____
Door Replacement	Each	_____
Drywall Replacement	SF	_____
Trim Replacement	LF	_____
Cabinet Replacement	Each	_____

D. ENCLOSURE METHODS

Item Description	Unit	Unit Price (\$)
Drywall Enclosure	SF	_____
Panel Enclosure System	SF	_____
Floor Covering	SF	_____

E. SPECIALIZED LEAD ABATEMENT

Item Description	Unit	Unit Price (\$)
Chemical Paint Stripping	SF	_____
Component Removal & Disposal	LS	_____
Soil Covering	SF	_____

F. CLEANING & CLEARANCE PREP

Item Description	Unit	Unit Price (\$)
HEPA Cleaning (Room)	Room	_____
Final Clearance Cleaning	LS	_____
Debris Disposal	LS	_____

G. MINOR REPAIRS (LEAD-RELATED ONLY)

Item Description	Unit	Unit Price (\$)
Drywall Patching	SF	_____
Caulking / Sealing	LF	_____
Door Adjustment	Each	_____
Window Friction Repair	Each	_____

H. EXTERIOR WORK

Item Description	Unit	Unit Price (\$)
Exterior Paint Stabilization	SF	_____
Fascia / Soffit Repair	LF	_____
Porch / Railing Stabilization	LF	_____

I. TEMPORARY RELOCATION (IF APPLICABLE)

Item Description	Unit	Unit Price (\$)
Relocation Assistance	Per Day	_____
Lodging (if applicable)	LS / Actual	_____

J. ADMINISTRATIVE & COMPLIANCE

Item Description	Unit	Unit Price (\$)
Project Supervision	%	_____
Documentation & Reporting	LS	_____
Clearance Coordination	LS	_____

Contractor Certification

I certify that:

- All pricing includes full cost of labor, materials, and compliance with HUD regulations
- Pricing is valid for the duration of the contract
- No duplicate billing will occur

Bidders Information:

- Company Name: _____
- Contact Person: _____
- Phone / Email: _____
- Date: _____
- Signature: _____

BID PROPOSAL

Location: City of Selma
Project: LHRP, HHP, CDBG

Date: _____

Proposal of _____, hereinafter called bidders, doing business as (a corporation, partnership, or individual), under the State of Alabama General Contractor's License Number _____ to the **City of Selma**.

The Bidders, in compliance with the invitation of bids to provide Urgent Home Repairs in the City of Selma, having examined the specifications with related documents and sites of proposed work, and being familiar with all the conditions surrounding the proposed project hereby proposes to furnish all labor, materials, supplies, and equipment, and to conduct the project in accordance with the contract documents, within the time set forth therein, and at the price stated below for ___ units (_____ identified units in the attached list). These prices cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

The Bidders hereby agrees to provide the required documents for contract execution, if awarded, and commence and complete work as required in this Invitation. The Bidders further agrees to pay \$50 for each consecutive calendar day thereafter as liquidated damages.

The Bidders agrees to perform all the work agreed herein in this proposal for the sum of \$ _____.

Submitted:

By: _____

Signature

(SEAL if by a corporation)

Printed Name: _____

Title: _____

JOHNNY MOSS, III
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF PLANNING & DEVELOPMENT
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Appendix E

HUD and ADECA Certification Forms

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6. Contractor Section 3 Plan Format (if bid equals or exceeds \$10,000)
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3.

INFORMATION FOR BIDDERS

1. The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 30 days after the actual date of the opening thereof.
2. Preparation of Bid: Each bid must be submitted on the prescribed form and accompanied by Certification of Bidder Regarding Equal Employment Opportunity, Form 950.1; and Certification of Bidder Regarding Section 3 and Segregated Facilities. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certifications must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

3. Subcontracts: The bidder is specifically advised that any person or other party to whom it is proposed to award a subcontract under this contract:
 - a. Must be acceptable to the Owner.
 - b. Must submit Form 950.2, Certification by Proposed Subcontractor Regarding Equal Employment Opportunity; and Certification of Proposed Subcontractor Regarding Section 3 and Segregated Facilities. Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certifications and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject.

Although the bidder is not required to attach such Certifications by proposed subcontractors to his/her bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

4. Telegraphic Modification: Any bidder may modify his/her bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If

written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5. Method of Bidding: The Owner invites the following bid type(s): [Unit Price / Lump Sum] Contracts
6. Qualifications of Bidder: The Owner may make such investigations as he/she deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.
7. Bid Security: Each bid must be accompanied by cash, certified check of the bidder, or a bid bond prepared on the Bid Bond Form attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid, not to exceed \$10,000. Such cash, checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has been made within 30 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid.
8. Liquidated Damages for Failure to Enter into Contract: The successful bidder, upon his/her failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he/she has received notice of the acceptance of his/her bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal the security deposited with his/her bid.
9. Time of Completion and Liquidated Damages: Bidder must agree to commence work on or before a date to be specified in the written "Notice to Proceed" of the Owner and to fully complete the project within _____ consecutive calendar days thereafter. Bidder must agree also to pay as liquidated damages the sum of \$_____ for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.
10. Conditions of Work: Each bidder must inform him/herself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all material and labor necessary to carry out the provisions of his/her contract. Insofar as possible, the contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.
11. Addenda and Interpretations: No interpretation of the meaning of the plans, specification or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to _____ at _____, and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.
12. Security for Faithful Performance: Simultaneously with his/her delivery of the executed contract, the contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

13. Power of Attorney: Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
14. Notice of Special Conditions: Attention is particularly called to those parts of the contract documents and specifications which deal with the following:
 - a. Inspection and testing of materials.
 - b. Insurance requirements.
 - c. Wage rates.
 - d. Stated allowances.
15. Laws and Regulations: The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
16. Method of Award – Lowest Qualified Bidder: If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract, the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the Form of Bid, as produces a net amount which is within the available funds.
17. Obligation of Bidder: At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his/her bid.
18. Safety Standards and Accident Prevention: With respect to all work performed under this contract, the contractor shall:
 - a. Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971.
 - b. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
 - c. Maintain at his/her office or other well-known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.
19. State of Alabama Licensing Requirements: In order for his/her bid to be received and considered, the bidder must comply with the applicable State law regarding contractor licensing requirements. Selected excerpts from the State law are presented below:

34-8-6 Prohibited Acts: Penalties

Any person, firm or corporation not being duly authorized who shall engage in the business of general contracting in this state, except as provided for in this chapter, and any person, firm or corporation presenting

or attempting to file as its own the license certificate of another, or who shall give false or forged evidence of any kind to the board, or to any member thereof, in obtaining a certificate of license, or who falsely shall impersonate another, or who shall use an expired or revoked certificate of license, and any person including an owner, architect or engineer who receives or considers a bid from any one not properly licensed under this chapter, shall be deemed guilty of a misdemeanor and shall for each offense of which he is convicted be punished by a fine of not less than \$500.00 or imprisonment of six months, or both fine and imprisonment, in the discretion of the court.

The submission of the contractor's current license number before considering the bid shall be sufficient evidence to relieve the owner, architect, engineer of awarding authority of any liability under this chapter.

34-8-8 Copy of Chapter to be Included in Plans or Architects and Engineers:

All architects and engineers preparing plans and specifications for work to be contracted in the State of Alabama shall include in their invitations to bidders and their specifications a copy of this chapter or such portions thereof as are deemed necessary to convey to the invited bidder, whether they are a resident or nonresident of this state and whether a license has been issued to him or not, the information that it will be necessary for him to show evidence of license before its bid is considered. (Acts 1935, No. 297, p. 721; Code 1940, T.46 Section 79; Acts 1959, No. 571, p. 1429.)

NAME OF COMPANY: _____

ADDRESS OF COMPANY: _____

COMPANY TELEPHONE NO: _____

COMPANY CONTACT PERSON: _____

CONTRACTOR'S CURRENT LICENSE NO: _____

ISSUING AGENCY: STATE OF _____ EXPIRATION DATE: _____

BID LIMIT: _____ CLASSIFICATION: _____

20. Buy America Preference: The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

4.

BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto _____ as owner in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed, this _____ day of _____, 20_____.

The condition of the above obligation is such that whereas the Principal has submitted to _____ a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the _____

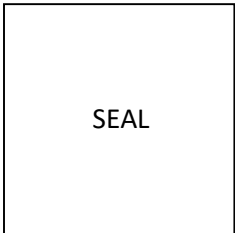
NOW, THEREFORE,

- a. If said Bid shall be rejected, or in the alternate.
- b. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for its faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.



_____(L.S.)
Principal

Surety

By: _____

7.

CERTIFICATE FROM CONTRACTOR/SUBCONTRACTOR DESIGNATING OFFICER OR EMPLOYEE TO SUPERVISE PAYMENT OF EMPLOYEES

Project Name: _____

Date: _____

Location: _____ Project No: _____

(I / We) hereby certify that (I am / we are) (the prime contractor / a subcontractor) for _____

(Specify "General Construction", "Plumbing", "Roofing", etc.)

in connection with construction of the above mentioned CDBG Project, and that (I / we) have appointed

_____, whose signature appears below, to supervise the payment of (my / our)

employees beginning _____, 20_____. That he/she is in a position to have full knowledge of

the facts set forth in the payroll documents and in the Statement of Compliance required by the so-called Kick-Back

Statute which he/she is to execute with (my / our) full authority and approval until such time as (I / we) submit to the

_____ a new certificate appointing some other person for the purposes herein above stated.

(Name of Grantee)

(Signature of Appointee)

(Name of Firm or Corporation)

List with signatures all owners, partners, and/or officers of the Corporation below:

(Signature)

(Title)

(Signature)

(Title)

(Signature)

(Title)

Note: This certificate must be executed by authorized officers of the corporation and/or by members of the partnership, and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes the Statement of Compliance required by the Kick-Back Statute. A new designation is not necessary as long as the person signing the Statement of compliance is an owner, partner or officer of the Corporation whose signature appears above.

8.

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS:

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER:

Name and Address of Bidder (include zip code): _____

- 1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity clause.
 Yes No

- 2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes No

- 3. Bidder has filed all compliance reports due (Date) _____ under applicable instructions, including Monthly Employment Utilization Report (257).
 Yes No None Required

- 4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
 Yes No

Name and Title of Signer (please print or type)

Signature

Date

9.

CERTIFICATION OF BIDDER REGARDING SECTION 3 AND SEGREGATED FACILITIES

Name of Prime Contractor

Project Name

Project Number

The undersigned hereby certifies that:

- a. Section 3 provisions are included in the Contract.
- b. A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000).
- c. No segregated facilities will be maintained.

Name and Title of Signer (please print or type)

Signature

Date

10.

CONTRACTOR SECTION 3 PLAN FORMAT (if bid equals or exceeds \$10,000)

(Name of Contractor) agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City/County of _____.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the city/county the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- *D. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- *E. To insure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G. To insure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.
- J. To list on Table A, information related to subcontracts to be awarded.
- K. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.

As officers and representatives of (Name of Contractor), we the undersigned, have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

Signature	Title	Date
-----------	-------	------

Signature	Title	Date
-----------	-------	------

*-Loan, grants, contracts and subsidies for less than \$10,000 will be exempt

CONTRACTOR SECTION 3 PLAN FORMAT (continued)

ESTIMATED PROJECT WORKFORCE BREAKDOWN TABLE B

Column 1	Column 2	Column 3	Column 4	Column 5
Job Category	Total Estimate Position	No. of Positions Currently Occupied by Permanent Employees	No. of Positions Not Currently Occupied	No. of Positions to be Filled with *L.I.P.A.R.
Officers/Supervisors				
Professionals				
Housing Sales/Rental Managements				
Office/Clerical				
Service Workers				
Others				
Trade:				
Journeyman				
Helper				
Apprentices				
Maximum No. of Trainees				
Others				
Trade:				
Journeyman				
Helper				
Apprentices				
Maximum No. of Trainees				
Others				
TOTAL				

*- Lower Income Project Area Residents

Individuals residing in the City/County of _____ whose family income does not exceed 90% of the mean median income of the SMSA.

Company

11.

CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Name of Prime Contractor

Project Number

INSTRUCTIONS:

This certification is required pursuant to Executive Order 11246(30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

SUBCONTRACTOR CERTIFICATION:

Name and Address of Subcontractor (include zip code): _____

1. Subcontractor has participated in a previous contract or subcontract subject to the Equal Opportunity clause.

Yes No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

Yes No

3. Subcontractor has filed all compliance reports due (Date) _____ under applicable instructions, including Monthly Employment Utilization Report (257).

Yes No None Required

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

Yes No

Name and Title of Signer (please print or type)

Signature

Date

12.

CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING SECTION 3 AND SEGREGATED FACILITIES

Name of Subcontractor

Project Name

Project Number

The undersigned hereby certifies that:

- a. Section 3 provisions are included in the Contract.
- b. A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000).
- c. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Name and Title of Signer (please print or type)

Signature

Date

CONTRACT FORM

THIS AGREEMENT, made this _____ day of _____, 20_____, by and between the (Name of City/Town) herein called "Owner," acting herein through its (Title of Authorized Official), and (Name of Contracting Company) doing business as [a corporation*] hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows: _____

for the sum of _____ Dollars (\$ _____); and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (it's or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the Contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by _____; and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" by the Owner and to fully complete the project within _____ consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of \$ _____ for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in Paragraph 25, Payments to Contractor," of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in six (6) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

(SEAL)
ATTEST:

(Administrative Assistant)

(Witness)

(SEAL)
ATTEST:

(Administrative Assistant)

(Witness)

(Owner)

By _____
(Signature of Authorized Official)

(Title of Authorized Official)

(Contractor)

By _____
(Signature of Contractor)

(Title of Contractor)

NOTE: Administrative Assistant of the Owner should attest. If a Contractor is a corporation, Administrative Assistant should attest.

BONDING AND INSURANCE REQUIREMENTS

The Common Rule

A state or local unit of government receiving a grant from the Federal government which requires contracting for construction or facility improvement shall follow its own requirements relating to bid guarantees, performance bonds and payment bonds, except for contracts or subcontracts exceeding \$100,000. For contracts or subcontracts exceeding \$100,000, the Federal agency must make a determination that the Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Reference 41-16-50 through 41-16-63 of the Code of Alabama of 1975, as amended through the 1981 Regular Session; OMB Circular A-102, Attachment B.

At a minimum a local unit of government or any subdivision thereof receiving a grant from the state/federal government will be required to cause to be furnished the following:

Bid Bonds: All bidders must furnish a bid bond on any contract exceeding \$10,000 and may be required on amounts less than \$10,000 at the discretion of the locality; provided that bonding is available for such services, equipment or materials. The amount of such bond shall be specified in the advertisement for bids except that on contracts exceeding \$100,000 the bid bond shall not be less than five percent of the bid price. See additional requirement for PUBLIC WORKS CONTRACTS.

The bid bond shall consist of a "guarantee" such as a bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

Performance Bonds: All bidders may be required to furnish a performance bond on any contract. The amount of such bond shall be specified in the advertisement for bids except that on contracts exceeding \$100,000 such bond shall be not less than 100 percent of the contract price. See additional requirement for PUBLIC WORKS CONTRACTS.

A performance bond is one executed in connection with a contract to secure fulfillment of all of the contractor's obligations under such contract.

Payment Bond or Surety Bond: All bidders may be required to furnish a surety or payment bond on any contract. The amount of such bond shall be specified in the advertisement for bids except that on contracts exceeding \$100,000 such bond shall be not less than 100 percent of the contract price. See additional requirements for PUBLIC WORKS CONTRACTS.

A payment bond or surety bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Reference 39-1-1 in its entirety, Code of Alabama of 1982 as amended through the 1981 Regular Session.

Public Works Contracts — For Contracts of \$5,000 to \$99,999: While the foregoing information is applicable on all contracts in the minimums and maximums as specified, there are special requirements for contracts on public works setting certain constraints within those minimums and maximums.

Performance Bonds and Surety or Payment Bonds: Any person, firm or corporation entering into a contract with any county or municipal corporation or subdivision thereof for repair, construction or prosecution of any public buildings or public work, highways, or bridges shall be required, before commencing such work, to execute a performance bond for not less than 100 percent of the contract price, and in addition thereto.

A payment bond with good and sufficient surety is also required, payable to the county or Municipal Corporation or subdivisions letting the contract, in an amount not less than 50 percent of the contract price. The contractor or contractors shall be obligated to promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such contract and for the payment of reasonable attorney's fees incurred by successful claimants or plaintiffs in civil actions on said bond.

The contractor, immediately after the completion of the contract, shall give notice of the completion by publishing the notice for a minimum of three weeks using one or more of the following methods:

- a. In a newspaper of general circulation in the county or counties in which the work, or some portion thereof, has been done.
- b. On a website that is maintained by a newspaper of general circulation in the county or counties in which the work, or some portion thereof, has been done.
- c. On a website used by the awarding authority for publishing notices.

In no instance shall a final settlement be made upon the contract until the expiration of thirty (30) days after completion of the notice.

Proof of publication shall be made by the contractor to the contracting authority by affidavit of the publisher and a printed copy of the notice published. If there is no newspaper published in the county where the work is done, the notice may be given by posting at the courthouse for thirty (30) days, and proof of same shall be made by the probate judge or sheriff and the contractor.

Bid Bonds: All bidders shall furnish a bid bond in an amount not less than five (5) percent of the bid price.

15.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that _____
(Name of Contractor)

_____ a _____,
(Address of Contractor) (Corporation, Partnership or Individual)

herein called Principal, and _____
(Name and Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____
(Name of Owner)

_____ hereinafter called OWNER, in the penal sum of
(Address of Owner)

_____ and _____/100 Dollars (\$ _____) in lawful money of the United States, for the
payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly
by the presents.

THE CONDITION OF THE OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER,
dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part
hereof for the construction of: _____

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and
corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract,
and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil gasoline,
coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of
such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by
SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

It is expressly agreed that the Bond shall be deemed amended automatically and immediately, without formal or
separate amendments hereto, upon amendment to the Contract, not increasing the Contract price more than 20% so as
to bind the Principal and the Surety the full faithful performance of the contract as amended.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of
time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder of the
SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive
notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to
the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any
beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20_____.

(SEAL)
ATTEST:

(Principal)

(Principal Administrative Assistant)

By _____
(Signature of Authorized Official)

(Witness as to Principal)

(Address)

(Address)

(SEAL)
ATTEST:

(Surety)

(Witness as to Surety)

By _____
(Signature of Attorney-in-Fact)

(Address)

(Address)

NOTE: Date of BOND must not be prior to the date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

16.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____
(Name of Contractor)

_____ a _____,
(Address of Contractor) (Corporation, Partnership or Individual)

herein called Principal, and _____
(Name and Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____
(Name of Owner)

_____ hereinafter called OWNER, in the penal sum of
(Address of Owner)

_____ and _____/100 Dollars (\$ _____) in lawful money of the United States, for the
payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly
by the presents.

THE CONDITION OF THE OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER,
dated the _____ day of _____, 20_____, a copy of which is hereto attached and made a part
hereof for the construction of: _____

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants,
terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which
may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if
they shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the
OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the
OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be
void; otherwise to remain in full force and effect.

It is expressly agreed that the Bond shall be deemed amended automatically and immediately, without formal or
separate amendments hereto, upon amendment to the Contract, not increasing the Contract price more than 20% so as
to bind the Principal and the Surety the full faithful performance of the contract as amended.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of
time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder of the
SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive
notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to
the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20_____.

(SEAL)
ATTEST:

(Principal Administrative Assistant)

(Witness as to Principal)

(Address)

(Principal)

By _____
(Signature of Authorized Official)

(Address)

(SEAL)
ATTEST:

(Witness as to Surety)

(Address)

(Surety)

By _____
(Signature of Attorney-in-Fact)

(Address)

NOTE: Date of BOND must not be prior to the date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

17.

NOTICE OF AWARD

TO: _____

PROJECT Description: _____

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, 20____, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of _____ and _____/100 Dollars, (\$_____).

You are required by the Information of Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish and BONDS within fifteen (15) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20_____.

(Owner)

(Signature of Owner)

(Title of Owner)

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____, this the _____ day of _____, 20_____.

By: _____

Title: _____

18.

NOTICE TO PROCEED

TO: _____

Date: _____

Project: _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20____,
on or before _____, 20____, and you are to complete the WORK within _____ consecutive
calendar days thereafter. The date of completion of all WORK is therefore _____, 20____.

(Owner)

(Signature of Owner)

(Title of Owner)

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____, this the
_____ day of _____, 20____.

By: _____

Title: _____

19.

NOTICE OF START OF CONSTRUCTION

TO: Alabama Department of Economic and Community Affairs

ATTENTION: CDBG Program Supervisor

FROM: _____ / _____
(Sub-recipient) (Project Number)

A bid opening was held on _____ and the contract for _____
(Date) (Project Name/Description)

was awarded to _____ on _____ in the amount of
(Name of Prime Contractor) (Date)

\$ _____.
(Amount)

The debarred status of the prime contractor has been verified and the contractor is eligible to participate in federal programs. The contractor will begin construction on _____. Construction will be completed by _____.
(Date) (Date)

The applicable wage decision is _____. The applicable wage decision was
(Number)
checked ten (10) days prior to the bid opening. There will be a total of _____ prime contractor(s) on this project.
(Number)

(Signature of Mayor/Chairman)

Reminder: This form should be submitted to the State within ten (10) days of the full execution of the prime construction contract(s) along with a copy of the applicable wage decision.

20.

NOTICE OF START OF DEMOLITION

TO: Alabama Department of Economic and Community Affairs

ATTENTION: CDBG Program Supervisor

FROM: _____ / _____
(Sub-recipient) (Project Number)

A bid opening was held on _____ and the contract for _____
(Date) (Project Name/Description)

was awarded to _____ on _____ in the amount of
(Name of Prime Contractor) (Date)

\$ _____.
(Amount)

The debarred status of the prime contractor has been verified and the contractor is eligible to participate in federal programs. The contractor will begin demolition on _____. Demolition will be completed by _____.
(Date) (Date)

There will be a total of _____ prime contractor(s) on this project.
(Number)

(Signature of Mayor/Chairman)

Reminder: This form should be submitted to ADECA within ten (10) days of the full execution of the prime demolition contract(s).

21.

CHANGE ORDER

Change Order No: _____

Date: _____

Agreement Date: _____

PROJECT #: _____

OWNER: _____

CONTRACTOR: _____

The following changes are hereby made to the CONTRACT DOCUMENTS: _____

Justification: _____

Original CONTRACT AMOUNT: \$ _____

Current CONTRACT AMOUNT (including previous CHANGE ORDER(s), if any): \$ _____

This CHANGE ORDER will (increase) (decrease) the AMOUNT by: \$ _____

The new CONTRACT AMOUNT including this CHANGE ORDER will be \$ _____

Change to CONTRACT TIME: _____

The CONTRACT TIME will be (increased) (decreased) by _____ calendar days.

The date for completion of all WORK will be _____ (Date).

Approvals Required:

To be effective this CHANGE ORDER must be approved by the Federal/State Agency if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

Requested by (Contractor): _____ DATE: _____

Recommended by (Engineer): _____ DATE: _____

Accepted by (Owner): _____ DATE: _____

22.

FINAL SUMMARY CHANGE ORDER

Change Order No: FINAL

Date: _____

Agreement Date: _____

PROJECT #: _____

OWNER: _____

CONTRACTOR: _____

The following changes are hereby made to the CONTRACT DOCUMENTS: _____

Justification: _____

Original CONTRACT AMOUNT: \$ _____

SUMMARY of previous CHANGE ORDER(S) (if any):

CO 1: \$ _____

CO 2: \$ _____

Current CONTRACT AMOUNT (including previous CHANGE ORDER(s), if any): \$ _____

The FINAL SUMMARY CHANGE ORDER will (increase) (decrease) the AMOUNT by: \$ _____

FINAL CONTRACT AMOUNT: \$ _____

Change to CONTRACT TIME: _____

The CONTRACT TIME will be (increased) (decreased) by _____ calendar days.

The date for completion of all WORK will be _____ (Date).

Approvals Required:

To be effective this CHANGE ORDER must be approved by the Federal/State Agency if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

Requested by (Contractor): _____ DATE: _____

Recommended by (Engineer): _____ DATE: _____

Accepted by (Owner): _____ DATE: _____

23.

CERTIFICATION BY OWNER

I, the undersigned, _____, the duly authorized and acting official representative of the _____, do hereby certify as follows:

This contract is let in compliance with the provisions of Title 39, Code of Alabama (1975, as amended), and all other applicable provisions of law.

Signature

Title

Date

24.

CERIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly authorized and acting legal representative of _____, do hereby certify as follow:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Signature

Date

25.

FINAL INSPECTION CERTIFICATION

I CERTIFY that I have inspected the _____'s Project Number _____
(Subrecipient) (Project Number)

and it has been completed in accordance with the Drawings and Specifications or other descriptive material.

Appropriate State approval has been given _____, and the Builder's Warranty date is established
(Date of Approval)

as _____.
(Date)

(Contractor's Signature)

(Date)

(Project Engineer's/Architect's Signature)

(Date)

The undersigned gives approval of acceptance of the work constructed under the conditions of the contract and
Builder's Warranty.

(Mayor's/Chairman's Signature)

(Date)

NOTE: This form is to be executed prior to running the Notice of Completion advertisement or holding the Close Out
Public Hearing.

This form must be submitted with the final draw for engineering/architectural and/or the drawdown for final payment
for construction.

In addition to the Final Inspection Certification, the final 2516 form and the final 6002 (Section 3) form must be
submitted. For projects not requiring the Final Inspection Certification, the 2516 and 60002 will still be required.

**ADECA will not process drawdown requests for final payment for the primary activity without the 2516 and 60002
forms.**

BEASON-HAMMON/E-VERIFY CERTIFICATION

GENERAL:

A. Bidders hereby reminded that they are required to comply with requirements of Alabama Immigration Law, Act 2011-535 (also referred to as the "Beason-Hammon Alabama Taxpayer and Citizen Protection Act", or H.B. 658), as amended by Act No. 2012-491, including in part and effective January 1, 2012, enrollment in the E-Verify Program of the United States Department of Homeland Security:

1. Contractor's signed "E-Verify Memorandum of Understanding" will be required to be attached to any Contract awarded.
2. General Contractors and Subcontractors shall be enrolled in, participate in and maintain compliance for the duration of this contract, and as otherwise required by statute.

B. The following statement shall and will be included in the Contract for Construction:

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

C. Additional information and Guidance is available at the following websites:

1. E-Verify portal maintained by State of Alabama: <http://immigration.alabama.gov>
2. Alabama Office of the Attorney General Website: <http://www.ago.alabama.gov/Page-Immigration>
3. Alabama Building Commission: <http://www.bc.state.al.us/PDFs/Bulletins/GuidanceonAct2012-491-DatedMay-29-2012.pdf>
4. U.S. Department of Homeland Security, E-Verify: <http://www.dhs.gov/E-Verify>

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**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the _____(Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee’s eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, “Employment Eligibility Verification” and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives’ contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee’s E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

- b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464- 4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

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- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
 - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

- g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

- 1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
- 2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
- 3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
- 4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

- 1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and

Company ID Number:

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

Company ID Number:

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

Company ID Number:

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

Company ID Number:

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Company ID Number:

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number:

Approved by:

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

Company ID Number:

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

Company ID Number:

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

Company ID Number:

State of _____)
County of _____)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT

(ACT 2011-535, as amended by ACT 2012-491)

DATE: _____

RE Contract/Grant/Incentive (describe by number or subject):

_____ by and between
_____ (Contractor/Grantee) and
_____ (State Agency, Department or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by ACT 2012-491) which is described herein as "the Act."
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit.

- a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

- _____ (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.
_____ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, the Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ and unauthorized alien within the State of Alabama;
4. The Contractor/Grantee is enrolled in the E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____, 20_____.

_____ Name of Contractor/Grantee/Recipient

By: _____

Its _____

The above Certification was signed in my presence by the person whose name appears above, on this _____ day of _____, 20_____.

WITNESS: _____

_____ Printed Name of Witness

GENERAL CONDITIONS

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GENERAL CONDITIONS
Including Federal Labor Standards Provisions

1. **Contract and Contract Documents:** The project to be constructed and pursuant to this Contract will be financed with assistance from the Alabama Community Development Block Grant Program and is subject to all applicable laws.

The plans, specifications and addenda, hereinafter enumerated in Paragraph 1 of the Supplemental General Conditions of Page 66, shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The tables of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

2. **Definitions:** The following terms as used in the contract are respectively defined as follows:
 - a. "Contractor": A person, firm or corporation with whom the contract is made by the Owner.
 - b. "Subcontractor": A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.
 - c. "Work on (at) the project": Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor.
3. **Additional Instructions and Detail Drawings:** The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Architect/Engineer will prepare jointly (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Architect/Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work.
4. **Shop or Setting Drawings:** The Contractor shall submit promptly to the Architect/Engineer two copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Architect/Engineer and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Architect/Engineer with two corrected copies. If requested by the Architect/Engineer the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Architect/Engineer, the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the plans and specifications, unless he notifies the Architect/Engineer in writing of any deviations at the time he furnishes such drawings.
5. **Materials, Services and Facilities:**
 - a. It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation,

superintendence, temporary construction of every nature and all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the work within the specified time.

- b. Any work necessary to be performed after regular working hours, on Sunday or Legal Holidays, shall be performed without additional expense to the Owner.

6. **Contractor's Title to Materials:** No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

7. **Inspection and Testing of Materials:**

- a. All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The Owner will pay for all laboratory inspection service direct, and not as a part of the Contract.
- b. Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

8. **"Or Equal" Clause:** Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any materials, article or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article or equipment so proposed, is, in the opinion of the Architect/Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Architect/Engineer's written approval.

9. **Patents:**

- a. The Contractor shall hold and save the Owner and its officers, agents, servants and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the Contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.
- b. License or Royalty Fees: License and/or royalty fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or its authorized licensee, direct by the Owner and not by or through the Contractor.
- c. If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or its Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this Contract, and shall indemnify the Owner for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

10. **Surveys, Permits and Regulations:** Unless otherwise expressly provided for in the specifications, the Owner will furnish to the Contractor all surveys necessary for the execution of the work.

The Contractor shall procure and pay all permits, licenses and approvals necessary for the execution of its contract.

The Contractor shall comply with all laws, ordinances, rules, orders and regulations relating to performance of the work, the protection of adjacent property and the maintenance of passageways, guard fences or other protective facilities.

11. **Contractor's Obligations:** The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract and said specifications and in accordance with the plans and drawings covered by this Contract any and all supplemental plans and drawings, and in accordance with directions of the Architect/Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required.

The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements and limitations of the Contract and specifications, and shall do, carry on and complete the entire work to the satisfaction of the Architect/Engineer and the Owner.

12. **Weather Conditions:** In the event of temporary suspension of work, or during inclement weather, or whenever the Architect/Engineer shall direct, the Contractor will, and will cause its Subcontractors to protect carefully its and their work and materials against damage or injury from the weather. If, in the opinion of the Architect/Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of its Subcontractors so to protect its work, such materials shall be removed and replaced at the expense of the Contractor.

13. **Protection of Work and Property – Emergency:** The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Contract. He shall at all times safely guard and protect its own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the Contract or by the Owner, or its duly authorized representatives.

In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Architect/Engineer, in a diligent manner. He shall notify the Architect/Engineer immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Architect/Engineer for approval. Where the Contractor has not taken action but has notified the Architect/Engineer of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Architect/Engineer.

The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 17 of the General Conditions.

14. **Inspection:** The authorized representatives and agents of the ADECA and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records.
15. **Reports, Records and Data:** The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this Contract. All records must be maintained not less than five (5) years from the conclusion of this project.

16. **Superintendence by Contractor:** At the site of the work, the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Architect/Engineer and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.
17. **Changes in Work:** No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:
- a. Unit bid prices previously approved.
 - b. An agreed lump sum.
 - c. The actual cost of:
 - i. Labor, including foremen.
 - ii. Materials entering permanently into the work.
 - iii. The ownership or rental cost of construction plant and equipment during the time of use on the extra work.
 - iv. Power and consumable supplies for the operation of power equipment.
 - v. Insurance
 - vi. Social security and old age and unemployment contributions.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit, and any other general expenses.

18. **Extras:** Without invalidating the Contract, the Owner may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the Owner or its Architect/Engineer, acting officially for the Owner, and the price is stated in such order.
19. **Time for Completion and Liquidated Damages:** It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the "Notice to Proceed."

The Contractor agrees that said work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such

event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract, provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

- a. To any preference, priority or allocation order duly issued by the Government.
- b. To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and severe weather.
- c. To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

Provided, further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the Contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

20. **Correction of Work:** All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Architect/Engineer who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture and methods of construction for the purposes for which they are used. Should they fail to meet their approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at their own expense. Rejected materials shall immediately be removed from the site. If, in the opinion of the Architect/Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Architect/Engineer shall be equitable.
21. **Subsurface Conditions Found Different:** Should the Contractor encounter subsurface and/or latent conditions at the site materially differing from those shown on the plans or indicated in the specifications, he shall immediately give notice to the Architect/Engineer of such conditions before they are disturbed. The Architect/Engineer will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the plans or indicated in the specifications, he will at once make such changes in the plans and/or specifications as he may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 17 of the General Conditions.
22. **Claims for Extra Cost:** No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Architect/Engineer approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 17(c) of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.

23. **Right of Owner to Terminate Contract:** In the event that any of the provisions of this Contract are violated by the Contractor, or by any of its Subcontractors, the Owner may serve written notice upon the Contractor and Surety of its intention to terminate the Contract, such notices to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and its Surety shall be liable to the Owner for any excess cost occasioned by the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances and plant as may be on the site of the work and necessary therefore.
24. **Construction Schedule and Periodic Estimates:** Immediately after execution and delivery of the Contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the Owner (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.
25. **Payment to Contractor:**
- a. Not later than the _____ day of each calendar month the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this Contract, but to insure the proper performance of this contract, the Owner shall retain five percent (5%) of the amount of each estimate until fifty percent (50%) completion and acceptance of the work covered by this Contract; provided, that the Contractor shall submit its estimate not later than the _____ day of the month; provided, further, that on completion and acceptance of each separate building, public work, or other division of the Contract, on which the price is stated separately in the Contract, payment may be made in full, including retained percentages thereon, less authorized deductions.
 - b. In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration.
 - c. All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the Contract.
 - d. **Owner's Right to Withhold Certain Amounts and Make Application Thereof:** The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, power tools and all supplies, including commissary, incurred in the furtherance of the performance of this Contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the Contractor fails so to do, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all

such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this Contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or its Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the Contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

26. **Acceptance of Final Payment Constitutes Release:** The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or its Sureties from any obligations under this Contract or the performance **and** payment bond.
27. **Payments by Contractor:** The Contractor shall pay:
- a. For all transportation and utility services not later than the _____ day of the calendar month following that in which services are rendered,
 - b. For all materials, tools and other expendable equipment to the extent of ninety percent (90%) of the cost thereof, not later than the _____ day of the calendar month following that in which such materials, tools and equipment are delivered at the site of the project, and the balance of the cost thereof, not later than the day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used, and
 - c. To each of its Subcontractors, not later than the _____ day following each payment to the Contractor, the respective amount allowed the Contractor on account of the work performed by its Subcontractors to the extent of each Subcontractor's interest therein.
28. **Insurance:** The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on this subcontract until the insurance required of the Subcontractor has been so obtained and approved.
- a. **Compensation Insurance:** The Contractor shall procure and shall maintain during the life of this Contract Workmen's Compensation Insurance as required by applicable State or territorial law for all of its employees to be engaged in work at the site of the project under this Contract and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of its employees as are not otherwise protected.
 - b. **Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance:** The Contractor shall procure and shall maintain during the life of this Contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amounts specified in the Supplemental General Conditions.
 - c. **Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance:** The Contractor shall either (1) require each of its Subcontractors to procure and to maintain during the life of its subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in the Supplemental General Conditions specified in subparagraph (b) hereof, or (2) insure the activities of its policy, specified in subparagraph (b) hereof.

- d. Scope of Insurance and Special Hazards: The insurance required under subparagraphs (b) and (c) hereof shall provide adequate protection for the Contractor and its Subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this Contract as enumerated in the Supplemental General Conditions.
 - e. Builder's Risk Insurance (Fire and Extended Coverage): Until the project is completed and accepted by the Owner, the Owner or Contractor (at the Owner's option as indicated in the Supplemental General Conditions) is required to maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent (100%) completed value basis on the insurable portion of the project for the benefit of the Owner, the Contractor, and Subcontractors as their interests may appear. The Contractor shall not include any costs for Builder's Risk Insurance (fire and extended coverage) premiums during construction unless the Contractor is required to provide such insurance; however, this provision shall not release the Contractor from its obligation to complete, according to plans and specifications, the project covered by the Contract, and the Contractor and its Surety shall be obligated to full performance of the Contractor's undertaking.
 - f. Proof of Carriage of Insurance: The contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: The insurance covered by this certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the Owner."
29. **Contract Security**: The Contractor shall furnish a performance bond in an amount at least equal to 100 percent (100%) of the contract prices as security for the faithful performance of this Contract and also a payment bond in an amount not less than 100 percent (100%) of the contract price or in a penal sum not less than that prescribed by State, territorial or local law, as security for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law.
30. **Additional or Substitute Bond**: If at any time the Owner for justifiable cause shall be or become dissatisfied with any Surety or Sureties, then upon the performance or payment bonds, the Contractor shall within five (5) days after notice from the Owner so to do, substitute an acceptable bond (or bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new Surety or Sureties shall have furnished such an acceptable bond to the Owner.
31. **Assignments**: The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of the monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the work called for in this Contract.
32. **Mutual Responsibilities of Contractors**: If, through acts of neglect on the part of the Contractor, any other Contractor or any Subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or Subcontractor by agreement or arbitration if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

33. **Separate Contracts:** The Contractor shall coordinate its operations with those of other Contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including its Subcontractors, shall keep informed of the progress and the detail work of other Contractors and shall notify the Architect/Engineer immediately of lack of progress or defective workmanship on the part of other Contractors. Failure of a Contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with its own work.

34. **Subcontracting:**

- a. The Contractor may utilize the services of specialty Subcontractors on those parts of the work which, under normal contracting practices are performed by specialty Subcontractors.
- b. The Contractor shall not award any work to any Subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the Subcontractor, which statement shall contain such information as the Owner may require.
- c. The Contractor shall be as fully responsible to the Owner for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- d. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.
- e. Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.

35. **Architect/Engineer's Authority:** The Architect/Engineer shall give all orders and directions contemplated under this Contract and specifications, relative to the execution of the work. The Architect/Engineer shall determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this Contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Architect/Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said Contract and specifications, the determination or decision of the Architect/Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this Contract affected in any manner or to any extent by such question.

The Architect/Engineer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this Contract and other Contractors performing work for the Owner shall be adjusted and determined by the Architect/Engineer.

36. **Stated Allowances:** The Contractor shall include in its proposal the cash allowances stated in the Supplemental General Conditions. The Contractor shall purchase the "Allowed Materials" as directed by the Owner on the basis of the lowest and best bid of at least three (3) competitive bids. If the actual price for purchasing the "Allowed Materials" is more or less than the "Cash Allowance," the contract price shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses. The cost of installation of the "Allowed Materials" shall be included in the applicable sections of the Contract Specifications covering this work.

37. **Use of Premises and Removal of Debris:** The contractor expressly undertakes at its own expense:

- a. To take every precaution against injuries to persons or damage to property.
- b. To store its apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of its work or the work of any other Contractors.
- c. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
- d. To clean up frequently all refuse, rubbish, scrap materials and debris caused by its operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance.
- e. Before final payment to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from its operations, and to put the site in a neat, orderly condition.
- f. To affect all cutting, fitting or patching of its work required to make the same to conform to the plans and specifications and, except with the consent of the Architect/Engineer, not to cut or otherwise alter the work of any other Contractor.

38. **Quantities of Estimate:** Wherever the estimated quantities of work to be done and materials to be furnished under this Contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this Contract, and such increase or diminution shall in no way vitiate this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.
39. **Lands and Rights-of-Way:** Prior to the start of construction, the Owner shall obtain all lands and rights-of-way necessary for the carrying out and completion of work to be performed under this Contract.
40. **General Guaranty:** Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the Owner, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.
41. **Conflicting Conditions:** Any provisions in any of the Contract Documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.
42. **Notice and Service Thereof:** Any notice to any Contractor from the Owner relative to any part of this Contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at its last given address, or delivered in person to the said Contractor or its authorized representative on the work.
43. **Provisions Required by Law Deemed Inserted:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
44. **Protection of Lives and Health:** "The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of its prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined

in the Federal Register, Volume 36, No.75, Saturday, April 17, 1971. Title 29 — LABOR, shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the Contracting Authority may determine to be reasonably necessary.”

45. **Subcontracts:** The Contractor will insert in any subcontracts the Federal Labor Standards Provisions contained herein and such other clauses as the Department of Housing and Urban Development may, by instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.
46. **Interest of Member of or Delegate of Congress:** No member of or delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.
47. **Other Prohibited Interests:** No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract or any other contract pertaining to the project.
48. **Use and Occupancy Prior to Acceptance by Owner:** The Contractor agrees to the use and occupancy of a portion or unit of the project before formal acceptance by the Owner, provided the Owner:
- a. Secures written consent of the Contractor except in the event, in the opinion of the Architect/Engineer, the Contractor is chargeable with unwarranted delay in final cleanup of punch list items or other Contract requirements.
 - b. Secures endorsement from the insurance-carrier and consent of the surety permitting occupancy of the building or use of the project during the remaining period of construction.

OR

- c. When the project consists of more than one building, and one of the buildings is occupied, secures permanent fire and extended coverage insurance, including a permit to complete construction. Consent of the surety must also be obtained.
49. **Photographs of the Project:** If required by the Owner, the Contractor shall furnish photographs of the project, in the quantities and as described in the Supplemental General Conditions.
50. **Suspension of Work:** Should the Owner be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

51. FEDERAL LABOR STANDARDS PROVISIONS

U.S. Department of
Housing and Urban Development
Applicability

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

1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act(29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a) (1) (iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

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

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

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (4) As a prerequisite for approval of a helper classification, the helper classification must prevail in the area where the work is performed.

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

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

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor of any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, (HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis—Bacon Act contracts.
3. (i) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates or wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(1) (1) (iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1 (b) (2) (B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the

registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a) (3) (i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).

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

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

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

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

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

4. (i) **Apprentices and Trainees.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios

and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

(iv) Helpers. The permissible ratio of helpers to journeymen on a project is up to two helpers for every three journeymen. If the helper classification is specified on a contract wage determination or is approved pursuant to the conformance procedure. To ensure that this ratio does not disrupt existing established local practices in areas where wage determinations have previously contained helper classifications without any limitation on the number permitted, DOL will consider requests for variances from the ratio limitation prior to bid opening on a contract. The variance request will be approved if supported by a showing that the Davis-Bacon wage determination in effect for the type of construction in the area before the effective date of the final helper regulations contained a helper classification, and that there was a practice in the area of utilizing such helpers in excess of the two-to-three ratio on projects to which the Davis-Bacon and Related Acts applied.

5. **Compliance with Copeland Act Requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.
6. **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.
7. **Contracts termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
10. (i) **Certification of Eligibility.** By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a) (1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act of 29 CFR or 29 CFR 5.12(a) (1) or to be awarded HUD contracts or participate in HUD program pursuant to 24 CFR Part 24.
(iii)) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions," provides in part "Whoever, for the purpose of... influencing in any way the action of such Administration... makes, utters or publishes any statement, knowing the same to be false... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."
11. **Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to its employer.
12. **Contract Work Hours and Safety Standards Act.** As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
(i) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involved the employment of laborers, or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
(ii) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (i) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (i) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (i) of this paragraph.
(iii) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account or work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (ii) of this paragraph.
(iv) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (i) through (iv) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any

subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (i) through (iv) of this paragraph.

13. Health and Safety.

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

(ii)) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat.96).

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

28.

SUPPLEMENTAL GENERAL CONDITIONS
Including Equal Opportunity Provisions

1. Enumeration of Plans, Specifications and Addenda
2. Stated Allowances
3. Special Hazards
4. Contractor's and Subcontractor's Public Liability, Vehicle Liability and Property Damage Insurance
5. Photographs of Project
6. Schedule of Occupational Classifications and Minimum Hourly Wage Rates
7. Builder's Risk Insurance
8. Special Equal Opportunity Provisions
9. Certification of Compliance with Air and Water Acts
10. Special Conditions Pertaining to Hazards, Safety Standards and Accident Prevention
11. Wage Rate Determination(s)

1. **Enumeration of Plans, Specifications and Addenda:** Following are the Plans, Specification and Addenda which form a part of this Contract, as set forth in paragraph 1 of the General Conditions, "Contracts and Contract Documents":

DRAWINGS:

General Construction: Nos. _____

Heating and Ventilating: Nos. _____

Plumbing: Nos. _____

Electrical: Nos. _____

_____ Nos. _____

_____ Nos. _____

SPECIFICATIONS:

General Construction: Page _____ to _____, inclusive

Heating and Ventilating: Page _____ to _____, inclusive

Plumbing: Page _____ to _____, inclusive

Electrical: Page _____ to _____, inclusive

_____ Page _____ to _____, inclusive

_____ Page _____ to _____, inclusive

ADDENDA:

No. _____ Date _____ No. _____ Date _____

No. _____ Date _____ No. _____ Date _____

2. **Stated Allowances:** Pursuant to paragraph 36 of the General Conditions, the Contractor shall include the following cash allowances in their proposal:

a. For _____ (Page _____ of Specifications) \$ _____

b. For _____ (Page _____ of Specifications) \$ _____

c. For _____ (Page _____ of Specifications) \$ _____

d. For _____ (Page _____ of Specifications) \$ _____

e. For _____ (Page _____ of Specifications) \$ _____

f. For _____ (Page _____ of Specifications) \$ _____

3. **Special Hazards:** The Contractor's and its Subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards:

4. **Contractor's and Subcontractor's Public Liability, Vehicle Liability and Property Damage Insurance:** As required under paragraph 28 of the General Conditions, the Contractor's Public Liability Insurance and Vehicle Liability Insurance shall be in an amount not less than \$_____ for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$_____ on account of one accident, and Contractor's Property Damage Insurance in an amount not less than \$_____.

The Contractor shall either (1) require each of its Subcontractors to procure and to maintain during the life of its subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type and in the same amounts as specified in the preceding paragraph, or (2) insure the activities of its Subcontractors in its own policy.

5. **Photographs of Project:** As provided in paragraph 30 of the General Conditions, the Contractor will furnish photographs in the number, type and stage as enumerated below:

6. **Schedule of Occupational Classifications and Minimum Hourly Wage Rates as Required under Paragraph 52 of the General Conditions:** Given on pages _____, _____ and _____.

7. **Builder's Risk Insurance:** As provided in the General Conditions, paragraph 29 (e), the Contractor will/will not* maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portions of the project for the benefit of the Owner, the Contractor and all Subcontractors, as their interests may appear.

*Strike out one.

8. **Special Equal Opportunity Provisions:**

A. 3-Paragraph Equal Opportunity Clause for Activities and Contracts Not Subject to Executive Order 11246, as Amended (applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under). During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor shall not discriminate against any employer or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. Contractors shall incorporate foregoing requirements in all subcontracts.

B. Executive Order 11246 (contracts/subcontracts above \$10,000)

1. Section 202 Equal Opportunity Clause: During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applications for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex or national origin.
 - c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
 - e. The Contractor will furnish all information and reports required by executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and others.
 - f. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
 - g. The Contractor will include the provisions of the sentence immediately preceding paragraph a. and the provisions of paragraphs a. through g. in every subcontract or purchase order unless exempted by rules, regulations or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.
2. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) (applicable to contract/subcontracts exceeding \$10,000):

- a. The Offerer’s or Bidder’s attention is called to the “Equal Opportunity Clause” and the “Standard Federal Equal Employment Opportunity Construction Contract Specifications” set forth herein.
- b. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor’s aggregate workforce in each trade on all construction work in the covered area, are as follows:

<p>Goals for Minority <u>Participation</u></p> <p>(Insert Goals)</p>	<p>Goals for Female <u>Participation</u></p> <p>(Insert Goals for Current Year)</p>
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These goals are applicable to all the Contractor’s construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the Contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its Federally involved and non-Federally involved construction.

The Contractor’s compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor’s goals shall be a violation of the Contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

c. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number; estimated dollar amount of the subcontract; and the geographical area in which the contract is to be performed.

d. As used in this notice, and in the contract resulting from the solicitation, the “covered area” is (insert description of the geographical areas where the contract is to be performed giving the state, county, and city, if any).

3. Standard CDBG Assisted Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246):

- a. As used in these specifications:
 - 1. “Covered area” means the geographical area described in the solicitation from which this Contract resulted.
 - 2. “Director” means Director, Office of Federal Contract Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority.

3. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
4. "Minority" includes:
 - a. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin).
 - b. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race).
 - c. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands).
 - d. American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
5. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Contract resulted.
6. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the plan goals and timetables.
7. The Contractor shall implement the specific affirmative action standards provided in paragraphs 10(a) through 10(p) of these specifications. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing contracts in geographical areas where they do not have a Federal or Federally—assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
8. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these

specifications, Executive Order 11246, nor the regulations promulgated pursuant thereto.

9. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
10. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 10(b) above.

- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of the Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

- n. Ensure that all facilities and company activities are non-segregated except that separate or single-use toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and supplies, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
11. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (10(a) through (p)). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 10(a) through (p) of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.
12. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
13. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
14. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
15. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
16. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 10 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

17. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
18. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

- C. Certification of Non-Segregated Facilities (over \$10,000): By the submission of this bid, the bidder, offerer, applicant or subcontractor certifies that s/he does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that the does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. S/he certifies further that s/he will not maintain or provide for employees any segregated facilities at any of his/her establishments, and s/he will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offerer, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, *transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local customer or otherwise. S/he further agrees that (except where s/he has obtained identical certifications from proposed Subcontractors for specific time periods) s/he will obtain identical certification from proposed Subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that s/he will retain such certifications in his/her files; and that s/he will forward the following notice to such proposed Subcontractors (except where proposed Subcontractors have submitted identical certifications for specific time periods).

*Parking lots, drinking foundations, recreation or entertainment areas.

- D. Title VI Clause, Civil Rights Act of 1964: Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- E. Section 109 Clause, Housing and Community Development Act of 1974: No person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- F. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities:
1. The work to be performed under this Contract is a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject

to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12, U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.

2. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
3. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of this commitment under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the Subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any Subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the Subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified in 24 CFR Part 135.

G. Rehabilitation Act of 1973, Section 504 Handicapped (if \$2,500 or over): Affirmative Action for Handicapped Workers:

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take

affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

5. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
6. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

H. Section 402 Veterans of the Vietnam Era (if \$10,000 or over): Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era:

1. The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based on their disability or veteran status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this Contract and those which occur during the performance of this Contract, including those not generated by this Contract and including those occurring at an establishment of the Contractor other than the one wherein the Contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.
State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs 4 and 5.
3. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.
4. The reports required by paragraph 2 of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C.1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this Contract identifying data for each hiring location copies of the reports submitted until the expiration of one year after final payment

- under the Contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.
5. Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by the contract clause.
 6. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.
 7. The provisions of paragraphs 2, 3, 4 and 5 of this clause do not apply to openings which the Contractor proposes to fill from within its own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.
 8. As used in this clause:
 - a. "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings that are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment. It does not include openings which the Contractor proposes to fill from within its own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.
 - b. "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico and the Virgin Islands.
 - c. "Openings which the Contractor proposes to fill from within its own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposed to fill from regularly established "recall" lists.
 - d. "Openings which the Contractor proposes to fill pursuant to customary and traditional employer-union hiring arrangements" means employment openings which the Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of its employees.
 9. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
 10. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
 11. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the Contractor's obligation under the law to take

affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

12. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.

13. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

I. Age Discrimination Act of 1975: During the performance of this Contract, the Contractor agrees as follows: the Contractor agrees not to exclude from participation, deny program benefits, or discriminate on the basis of age.

9. Certification of Compliance with Air and Water Acts (applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000):

Compliance with Air and Water Acts

During the performance of this Contract, the Contractor and all Subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Contract Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended. In addition to the foregoing requirements, all nonexempt Contractors and Subcontractors shall furnish to the Owner, the following:

- A. A stipulation by the Contractor or Subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition for the Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, or EPA indicating that a facility utilized, or to be utilized for the Contract, is under consideration to be listed on the EPA List of Violating Facilities.
- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraphs A through D of this section in every nonexempt subcontract and requiring that the Contractor will take such actions as the Government may direct as a means of enforcing such provisions.

10. Special Conditions Pertaining to Hazards, Safety Standards and Accident Prevention:

A. Lead—Based Paint Hazards (applicable to contracts for construction or rehabilitation of residential structures)

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Contractor and Subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under subpart B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.

B. Use of Explosives (modify as required)

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, State and Federal laws in purchasing and handling of explosives. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Contractor shall notify all owners of public utility property of intention to use explosives at least eight hours before blasting is done close to such property. Any supervisions or direction of use of explosives by the Engineer does not in any way reduce the responsibility of the Contractor or its Surety for damages that may be caused by such use.

C. Danger Signals and Safety Devices (modify as required)

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devises necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or Contract.

11. Wage Rate Determination(s): (appropriate wage rates shall be inserted here)

29.

AS-BUILT CERTIFICATION FORM

I CERTIFY that construction of _____'s Project Number _____
(Sub-Recipient) (Project Number)

has been completed in accordance with the original and revised plans and specifications and are consistent with the scope of the approved project and that a copy of the As-Built drawings have been delivered to the OWNER.

(Project Engineer's/Architect's Signature)

(Date)

The undersigned certifies that the OWNER has received a copy of the As-Built drawings for the above-mentioned project.

(Mayor's/Chairman's Signature)

(Date)

JOHNNY MOSS, III
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF PLANNING & DEVELOPMENT
REBUILDING SELMA **TOGETHER.**

Appendix F

TECHNICAL SPECIFICATIONS FORB LEAD HAZARD REDUCTION

LEAD HAZARD REDUCTION TECHNICAL SPECIFICATIONS

Division 1 - General Requirements

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SECTION 01043

PROJECT COORDINATION

1.01 GENERAL

- A. Should the abatement bid exceed \$30,000.00 for any single project, the contractor shall be licensed general contractor in either the specialty interior, building, or unclassified by the Alabama Licensing Board of General Contractors and limited for the bid amount. Each abatement contractor shall have a lead firm certification by the State of Alabama.
- B. The contractor shall be responsible for inspecting the site prior to bidding to confirm the scope of the work. Any quantities listed by the designer in the plans, specifications or survey are done so as approximations. The actual quantities of lead-based paint to be encountered is the responsibility of the contractor.
- C. The contractor shall furnish and is responsible for all costs including, but not limited to: permit fees, containment preparation, labor, materials, services, insurance, bonding, and equipment necessary to carry out the abatement operations and disposal of all lead waste material in accordance with the plans and specifications, HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, the EPA and OSHA regulations, and any applicable state and local government regulations.
- D. The contractor/employer has and assumes the responsibility of proceeding in such a manner that he offers his employees a workplace free of recognized hazards causing or likely to cause death or serious injury. The contractor shall be responsible for performing this abatement and disposal so that personnel exposure lead dust levels do not exceed established levels.
- E. The contractor will be responsible for all costs associated with employee monitoring to meet the OSHA requirements.
- F. The contractor is responsible for all costs, including additional visits, should the designer determine that the contractor failed a final inspection. Notification and scheduling of the final inspection during the project is the responsibility of the contractor. The contractor will allow a minimum notice of 48 hours unless a different time frame is agreed upon by the designer and the contractor.

1.02 PERSONNEL

- A. Supervisor and Workers
 - 1. All supervisors and workers utilized on this project shall be certified by the State of Alabama for lead abatement unless interim controls are used to reduce lead hazards at a given property. Contractor shall provide

proof of lead-safe work practices training if interim controls are used to reduce lead hazards at a given property. During Exterior enclosure activities, a Alabama certified supervisor must be on site to provide oversight during enclosure activities. Workers performing exterior enclosure activities are not required but must be under the direct supervision of a Alabama certified supervisor.

2. One supervisor shall be provided for every 10 workers inside the containment. A minimum of one supervisor shall be provided per project.
3. The contractor shall have at least one employee on the job site in either a foreman or supervisor's position who is bilingual in the appropriate languages when employing workers who do not speak fluent English.
4. A minimum of one supervisor per company shall have attended a 24 hour respiratory protection course.
5. Supervision. Contractor shall provide one site supervisor whose responsibilities include coordination, safety, security and execution of all phases of the lead removal project. The supervisor shall not be used as a lead removal worker, and shall be assigned full time to the project. The supervisor shall be fully qualified in all aspects of lead abatement practices and procedures, and have a three-day training course within the previous year prior to commencement of lead-related work.

B. Employees

1. The contractor is responsible for the behavior of workers within his employment. If at any time during the contracted work, any of his employees are judged to exhibit behavior unfitting for the area or judged to be a nuisance by the owner or designer, the contractor shall remove them immediately from the project.
2. The contractor shall be responsible for compliance with the following concerning employee behavior:
 - a. Under no circumstances are alcohol, drugs or any other type of controlled substances permitted on the property.
 - b. Firearms are not permitted on the property.
 - c. All workers are restricted to the construction project site only.
 - d. All vehicles must be parked in areas prearranged with the owner.
 - e. All workers must conform to the following basic dress code when in public areas of the project confines: long pants, shirts, no tank tops, no shorts, no bare backs.

- f. The contractor is responsible for disposal of all trash brought on the project site by his employees, including drink cans, bottles or other food containers and wrappers.
3. Failure to adhere to these rules could result in criminal prosecution and/or removal from the project site.

1.03 MEETINGS

A. Pre-bid

1. A pre-bid conference will be held by the designer. All contractors submitting a bid are required to attend, visit the site and ask questions concerning the plans and specifications.
2. The designer will review the plans and specifications, present required techniques and safeguards for the removal of lead-based paint and identify locations of water, electrical sources, etc.
3. Any minutes, new points or clarifications raised during the meeting will be issued by the designer in an addendum seven days prior to bids.

1.04 PRE-JOB SUBMITTALS

- A. Submit three complete, bound sets of pre-job submittals to the designer at least 7 days prior to start of work. Work is prohibited until submittal package has been reviewed and approved by designer. A copy of the approved submittals shall be kept in a three-ring binder (project log) by the contractor at the project site in the clean room or in the on-site office of the contractor.
 1. Copies of all notifications, permits, applications, licenses and like documents required by federal, state, or local regulations obtained or submitted in proper fashion. Provide notification letters to local EMS, fire and police departments.
 2. Copies of medical records, including lead blood level monitoring data and a notarized statement by the examining medical doctor that such examinations took place, and when, for each employee to be used on the project. If new workers are added to the project, their blood tests shall be submitted to the owner prior to the workers coming to the job site.
 3. Copies of contractor's certificates, licenses, and copies of certificates for each supervisor and worker who will be involved with the project.
 4. Records of successful respirator fit testing performed by a qualified individual for each employee to be used on this project with the employee's name and social security number with each record.

5. Proposed respiratory protection program for employees throughout all phases of the job, including make, model and NIOSH approval number of respirators to be used.
6. Safety Data Sheets (SDS) on all materials and chemicals to be used on the project.
7. Name, address, and ID number of the hazardous waste hauler, waste transfer route, and proposed disposal site, if applicable.
8. Name, address, and ID Number of the proposed construction debris site.
9. Contractor shall submit lead paint removal techniques to the designer for approval prior to initiation of paint removal activities. Lead-based paint removal shall be performed in general accordance with the HUD guidelines.

1.05 POST-JOB SUBMITTALS

- A. Submit three complete, bound sets of post-job submittals to the designer following the final completion of the work. Requests for final payment will not be approved until the submittal package has been reviewed and approved by the designer.
 1. Affidavits: Contractor's affidavit of payment of debts and claims and affidavit of release of liens.
 2. Manifest: Copies of manifests and receipts acknowledging disposal of all hazardous and non-hazardous waste material from the project showing delivery date, quantity, and appropriate signature of landfill's authorized representative. Also, include name of waste transporter.
 3. Daily Log: A notarized copy of all daily logs showing the following: name, date, entering and leaving time, company or agency represented, reason for entry for all persons entering the work area, employee's daily air monitoring data as required by the OSHA standard and written comments by inspectors, industrial hygienists, designers and visitors.
 4. Medical: In accordance with the OSHA Standard (29 CFR 1926), the Contractor shall provide documentation that each employee on the job site is participating in a biological monitoring program. Blood Lead and ZPP level sampling and analysis results must be provided for each employee at least every 2 months for the first 6 months, and every 6 months thereafter. As a post-job submittal, the contractor must provide post-job blood lead testing results no later than 6 months from the date of the pre-job blood lead testing.
 5. Special Reports: All documents generated under Section 01043.1.06.
 6. All personal monitoring results.

7. All TCLP test results.

1.06 SPECIAL REPORTS

- A. General: Except as otherwise indicated, submit special reports to designer within one day of occurrence requiring special report, with copies to others affected by occurrence. Also keep a copy in the project log book.
- B. Reporting Unusual Events: When an event of unusual and significant nature occurs at site (example: rupture of temporary enclosures), prepare and submit a special report to the designer immediately, listing chain of events, persons participating, response by contractor's personnel, evaluation of results or effects, and similar pertinent information. When such events are known or predictable in advance, advise designer in advance at earliest possible date.
- C. Reporting Accidents: Prepare and submit reports of significant accidents, at site and anywhere else work is in progress. Record and document date and actions; comply with industry standards for reporting accidents. For this purpose, a significant accident is defined to include events where personal injury is sustained, or property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury.

1.07 CONTINGENCY PLAN

- A. Contingency Plan: Prepare a contingency plan for emergencies including fire, accident, power failure, evacuation of injured persons for both life threatening and non-life threatening, or any other event that may require modification or abridgment of decontamination or work area isolation procedures. Include in plan specific procedures for decontamination or work area isolation. Note that nothing in this specification should impede safe exiting or providing of adequate medical attention in the event of an emergency. Keep these plans in the on-site office.
- B. Post outside/in clean room of Personnel Decontamination Unit:
 1. Telephone numbers and locations of emergency services including but not limited to, fire, ambulance, doctor, hospital, police, power company, telephone company and the State of Alabama.
 2. A copy of Material Safety Data Sheets (MSDS) for any chemicals used during the lead project.
 3. The contractor shall post lead warning signs in appropriate languages.

SECTION 01092

CODES AND REGULATIONS

1.01 REFERENCE SPECIFICATIONS

The contractor shall assume full responsibility and liability for compliance with all applicable federal, state and local regulations pertaining to work practices, hauling, disposal, and protection of workers, visitors to the site, and persons occupying areas adjacent to the site.

Unless modified by the project specifications, all specifications for lead abatement, encapsulation, and disposal work shall conform to the following specifications and standards, as applicable, as if completely reproduced herein.

A. The following is a partial listing of Federal regulations:

Occupational Safety and Health Administration

29 CFR 1910	General Industry Standards
29 CFR 1910.1025	Lead Standard for General Industry
29 CFR 1910.134	Respiratory Protection
29 CFR 1910.1200	Hazard Communication
29 CFR 1910.245	Specifications for Accident Prevention (Sign and Tags)
29 CFR 1926	Construction Industry Standards
29 CFR 1926.62	Construction Industry Lead Standard

Environmental Protection Agency

40 CFR Part 261 United States Environmental Protection Agency Regulations

Department of Housing and Urban Development

24 CFR Parts 35, 36, 37 HUD Lead-Based Paint Regulations

HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing

Codes and Standards. All work shall conform to the standards set by applicable federal, state and local laws, regulations, ordinances, and guidelines in such form in which they exist at the time of the work on the contract and as may be required by subsequent regulations including the following:

A. ASTM - American Society for Testing Materials

B. ANSI - American National Standards Institute.

1. ANSI Z288.2-8 Practices for Respiratory Protection
2. ANSI Z9.2 1979 Fundamentals Governing the Design and Operation of Local Exhaust Systems.

Abatement Regulations and Guidelines. In addition to any detailed requirements of the Specifications, the contractor shall, at his own cost and expense, comply with all laws, ordinances, rules, and regulations of federal, state, regional and local authorities regarding handling and storing of lead waste material. The contractor must also comply with the provisions of the HUD Guidelines for the Evaluation and Control and Lead-Based Paint Hazards in Housing.

Contractor's Responsibility. All regulations by the above and other governing agencies in their most current version are applicable throughout this project. Where there is a conflict between this Specification and the cited federal, state or local regulations or guidelines, the more restrictive or stringent requirements shall prevail. This Section refers to many requirements found in these references, but in no way is it intended to cite or reiterate all provisions therein or elsewhere. It is the Contractor's responsibility to know, understand, and abide by all such regulations, guidelines and common practices.

1.02 NOTICES

- A. The contractor shall notify the following offices in writing at least ten days prior to beginning any lead abatement operations.

Alabama Department of Environmental Management (ADEM)

2. Emergency Departments

Notify the local emergency medical services, police and fire departments in writing of the type and scope of work being performed and request these departments make an inspection prior to beginning the work.

3. Licenses

Maintain current licenses for contractors, workers, and supervisors as required by applicable State or local jurisdictions for the removal, transporting, disposal or other regulated activity relative to the work of this contract.

SECTION 01503

TEMPORARY FACILITIES

1.01 GENERAL

- A. Provide temporary connection to existing building utilities or provide temporary facilities as required herein or as necessary to carry out the work.
- B. Use qualified tradesmen for installation of temporary services and facilities. Locate, modify and extend temporary services and facilities where they will serve the project adequately and result in minimum interference with the performance of the work.
- C. The contractor shall lock and tag out all electrical and HVAC equipment in the lead abatement area. The contractor shall verify that the power and HVAC have been locked and tagged out prior to beginning work.

1.02 WATER SERVICE

- A. Contractor bears all expense for obtaining water necessary to perform this project.

1.03 ELECTRICAL SERVICE

- A. Contractor bears all expense for obtaining electrical service necessary to perform this project.
- B. General: Comply with applicable NEMA, NEC and UL standards and governing state and local regulations for materials and layout of temporary electric service.
- C. Ground Fault Protection: Provide receptacle outlets equipped with ground fault circuit interrupters, reset button and pilot light, for plug-in connection of power tools and equipment.
- D. 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.
- E. Install temporary lighting adequate to provide sufficient illumination for safe work and traffic conditions in every area of work.
- F. Provide services of an electrician, on a standby basis, to service electrical needs during the abatement process.
- G. Provide additional power service and distribution service, consisting of individual dedicated 15 amp 120 volt circuits to electrical drops with receptacle outlets

equipped with ground fault interrupt protection, color coded for the exclusive use of the industrial hygiene firm.

1.04 FIRST AID

- A. A minimum of one first aid kit shall be located near the hand and eyewash station. Additional first aid kits as the contractor feels is adequate or is required by law shall be located throughout the work area.

1.05 FIRE EXTINGUISHERS

- A. Comply with the applicable recommendations of NFPA Standard 10 - "Standard for Portable Fire Extinguishers." Locate fire extinguishers where they are most convenient and effective for their intended purpose, but provide not less than one extinguisher in each work area equipment room and one in the clean room of the personnel decontamination unit.

1.06 TOILET FACILITIES

- A. Provide temporary toilet facilities to be used by contractor's employees.

1.07 PARKING

- A. Park only in areas designated by the owner.

1.08 BUILDING SECURITY

- A. Maintain personnel on-site at all times if any portion of the work areas are open or not properly secured. Secure work areas completely at the end of each day.

1.09 STORAGE

- A. Supply temporary storage required for storage of equipment and materials for duration of project. Trailer and storage dumpsters will be maintained in areas designated by the owner.

SECTION 01526

WORK AREA PREPARATION

1.01 GENERAL

- A. Before work begins in an area, a hand and eyewash unit must be in operation as outlined in Section 01563.
- B. Completely isolate the work area from non-work areas as to prevent contamination beyond the isolated area.
- C. Temporary facilities shall be addressed as outlined in Section 01503.
- D. The contractor shall set up a work area and decontamination area as noted in the plans and specifications. Any variations must be approved by the designer.
- E. All windows will be kept closed during interior or exterior lead hazard control work to prevent dust and chips from migrating into or out of the unit.
- F. Lead warning barrier tape and signs shall be posted to regulate the abatement area prior to abatement.
- G. Warning signs must remain posted until clearance is passed. This includes barrier tape.
- H. Dumpsters shall be lined with plastic sheeting, secured and have warning signs posted. All pathways to the dumpster shall be lined with plastic sheeting so as to not contaminate the area during transport of material from the structure to the dumpster.

1.02 EXTERIOR WORK AREA PREPARATION

- A. Contractor shall install hand and eyewash station as specified in section 01563. The wash station may be moved to side of building were lead removal activities are in operation.
- B. The contractor shall establish a regulated area by placing barrier tape a minimum of 20 feet away from components being abated.
- C. Prior to abatement activities, the contractor shall place warning signs (20" X 14") that read:
WARNING:
LEAD PAINT REMOVAL HAZARD
UNAUTHORIZED ENTRY PROHIBITED
NO SMOKING, EATING OR DRINKING ALLOWED IN THE WORK AREA
- D. All paint chips present on the ground must be removed before plastic sheeting is laid down.

- E. The ground and any plants or shrubs in the area in which exterior abatement is occurring shall be covered with a minimum of one layer of six-mil polyethylene sheeting. Such coverings shall cover from the side of the structure to at least 10 feet away from the structure. The covering shall be taped or otherwise attached to the structure.
- F. Polyethylene sheeting must be removed and properly disposed of at the end of each day.
- G. Contractor must cover path to disposal trailer with minimum one layer of 6-mil polyethylene sheeting.
- H. Lead warning barrier tape and signs shall be posted to regulate the abatement area prior to abatement.
- I. Do not conduct work if wind speeds are greater than 20 miles per hour. Work must stop and cleanup must occur before rain begins.
- J. After work area preparation, contractor shall notify the designer verbally with written follow-up that he is ready for a prework inspection.

1.03 WORK AREA PREPARATION FOR COMPONENT REMOVAL AND INTERIM CONTROLS

- A. Contractor shall install hand and eyewash station as specified in section 01563. The wash station may be moved to side of building were lead removal activities are in operation.
- B. The contractor shall establish a regulated area by placing barrier tape a minimum of 20 feet away from components being abated.
- C. Prior to component removal activities, the contractor shall place warning signs at each point of entry (20" X 14") that read:
WARNING:
LEAD PAINT REMOVAL HAZARD
UNAUTHORIZED ENTRY PROHIBITED
NO SMOKING, EATING OR DRINKING ALLOWED IN THE WORK AREA
- D. All paint chips present on the ground or floor must be removed before plastic sheeting is laid down.
- E. The areas under which interior abatement is occurring shall be covered with a minimum of one layer of six-mil polyethylene sheeting. Such coverings shall extend a sufficient distance from the windows to place removed components on the poly for wrapping and disposal.

1.04 WORK AREA PREPARATION FOR INTERIOR ABATEMENT / WALL DEMOLITION

- A. Contractor shall install a decontamination unit as specified in section 01563. The decontamination unit must be connected to the contained work area.
- B. The contractor shall establish a regulated area by placing barrier tape a minimum of 20 feet away from the work area.
- C. All critical barriers (windows, doorways, HVAC vents, and other penetrations) shall be sealed with two layers of 6-mil polyethylene sheeting. Two layers of polyethylene sheeting shall be secured to the floor of the entire work area.
- D. Prior to removal activities, the contractor shall place warning signs at each point of entry (20" X 14") that read:

WARNING:

LEAD PAINT REMOVAL HAZARD

UNAUTHORIZED ENTRY PROHIBITED

NO SMOKING, EATING OR DRINKING ALLOWED IN THE WORK AREA

SECTION 01560

RESPIRATORY AND WORKER PROTECTION

1.01 GENERAL

- A. Provide worker protection as required by OSHA, state and local standards applicable to the work. Contractor is solely responsible for enforcing worker protection requirements at least equal to those specified in this Section.
- B. Each time the work area is entered the contractor shall require all persons to put on new disposable coverall, new head cover, and a clean respirator. Proceed through shower room to equipment room and put on work boots.
- C. Workers shall not eat, drink, smoke, chew gum or chew tobacco in the work area, the equipment room, the load out area, or the clean room.

1.02 WORKER TRAINING

- A. All workers and supervisors shall have successfully completed a course provided by a licensed provider meeting all requirements of EPA and local law. The Abatement contractor will adhere to the requirements of OSHA regulations CFR 1910.1200 and 1926.62.

1.03 RESPIRATORS AND PERSONAL PROTECTIVE CLOTHING

- 1) Personal protection in the form of disposable coveralls and NIOSH and MSHA approved respirators, is required for all workers, supervisors, and authorized visitors entering the work area during the abatement and cleaning operations.
- 2) Each worker shall be supplied with a minimum of two (2) complete disposable suits every day. Removal workers shall not be limited to two (2) suits, and the contractor will be required to supply additional suits as is necessary. In addition to disposable suits for the workers, the contractor shall also supply suits for the consultant and other personnel who are authorized to inspect the work site. Contractor must consider this cost in the bid. Disposable suits, such as TYVEK suits, and other personal protective equipment (PPE) must be donned prior to entering work area. A clean area will be provided for workers to put on suits and other personal protective equipment and to store their street clothes.
- 3) Suits will be worn inside the regulated areas at all times. Light weight nylon clothes may be worn under the suit. Work clothes shall consist of moisture repellent, disposable full-body suits, head covers, gloves with cuffs extending outside the sleeves of the protective suits, boot or shoe covers, a face shield and eye protection. In addition, when caustic paste is used as an abatement agent, full-body suits and gloves impervious to caustics, glove extenders, face shields and boot or shoe covers are required.

- 4) Eye protection to personnel engaged in lead operations shall be furnished when the use of a full face respirator is not required.
- 5) Goggles with side shields will be worn when working with a material that may splash or fragment, or if protective eye wear is specified on the Material Safety Data Sheet (MSDS) for that product.
- 6) Additional respiratory protection by supplemental filters, such as organic vapor cartridges, may be needed when handling some coating products. Consult the Material Safety Data Sheets (MSDS) and obtain the proper filters as necessary.
- 7) The Abatement contractor shall supply workers and supervisory personnel with NIOSH and MSHA approved respirators and HEPA filters. Respiratory protection shall be implemented for all work performed by the Abatement contractor under this Section. The respirators shall be sanitized and maintained according to the manufacturer's specifications. Disposable respirators shall not be considered acceptable under any circumstances. The Abatement contractor will maintain on-site a sufficient supply of HEPA filters to allow workers and supervisory personnel to change contaminated filters per manufacturer's recommendations or when breathing resistance is encountered. The Abatement contractor is solely responsible for means and methods used and for compliance with applicable regulations:
 - (a) Half-mask, negative pressure, air purifying respirators equipped with high efficiency filters for airborne lead dust levels not in excess of 0.5 mg/m^3 (10 times the permissible Exposure Limit) shall be used during component removal and enclosure abatement methods, with the exception of surface preparation for enclosures.
 - (b) Full-face Powered Air Purifying Respirators (PAPR's) with high efficiency filters for airborne dust levels not in excess of 2.5 mg/m^3 (50 times the Permissible Exposure Limit) will be required during all abatement demolition methods and encapsulation surface preparation methods and as required by OSHA 1926.62.
 - (c) Pressure demand, full face, supplied air respirators are required when airborne lead dust concentrations are expected to meet or exceed 50 mg/m^3 (1000 times the Permissible Exposure Limit). Respirators will not be removed until the worker enters the washing area of the decontamination chamber.
- 7) Respirators shall be individually assigned to removal workers for their exclusive use. All respiratory protection shall be provided to workers in accordance with the approved respiratory protection program, which includes all items in OSHA 29 CFR 1910.134 (B), (D), (E), & (F), and the OSHA lead standard 29 CFR 1926.62. A copy of this program shall be kept at the worksite, and shall be posted in the clean area.
- 9) Workers must perform negative and positive pressure fit checks each time a respirator is put on, whenever the respirator design so permits.
- 10) Powered air purifying respirators (PAPR) shall be tested for adequate flow as specified by the manufacturer.

- 11) Workers shall be given a qualitative fit test in accordance with procedures detailed in OSHA 29 CFR 1910.1025, Appendix D, Qualitative Fit Test Protocols, for all respirators to be used on this abatement project. An appropriately administered quantitative fit test may be substituted for the qualitative fit test.
- 12) If a question exists as to the proper selection of respirators, the contractor may consult the OSHA Lead in Construction Standard (29 CFR 1926.62).
- 13) Upon leaving the active work area, cartridges must be removed, and respirators cleaned in a disinfectant solution and clean water rinsed.
- 14) Clean respirators should be stored in plastic bags when not in use.
- 15) The contractor shall inspect respirators daily for broken, missing, or damaged parts.
- 16) The contractor shall provide personal sampling to check personal exposure levels. Samples shall be taken for the duration of the work shift or for eight hours, whichever is less. Personal samples need not be taken every day but must be taken in accordance with 29 CFR 1926.62. Sampling will determine eight-hour Time-Weighted Average exposures (TWA). Results shall be provided to the Owner and Consultants within 48 hours of the sampling.
- 17) Contractor shall comply with all OSHA, state, or other applicable requirements of worker medical examinations for approval to wear respiratory protection, and shall submit document of such approval to the Owner.

SECTION 01563

DECONTAMINATION UNITS

1.01 GENERAL

A. Abatement contractor shall provide personnel hand and eyewash station as follows:

1. Contractor shall provide a remote hand and eyewash station for worker decontamination on site.
2. Prior to disposal, the contractor shall collect wastewater, and at the contractor's expense, have TCLP testing done to determine if water must be disposed of as a hazardous waste.
3. Path to decontamination unit shall be covered with one layer of 6-mil polyethylene sheeting.

SECTION 01711

PROJECT DECONTAMINATION

1.1 GENERAL

- A. Contractor shall wait a minimum of one (1) hour after active lead hazard control activity has ceased before cleaning to allow dust particles to settle.
- B. Use a HEPA vacuum and mild detergent wash to clean all surfaces, floors, walls, trim, window sills, window wells, and ladders within each unit.
- C. Equipment shall be cleaned and all contaminated materials removed before removing polyethylene floors.
- D. After cleaning the work area, the contractor shall allow the area to thoroughly dry and then wet-clean and/or HEPA vacuum all surfaces in work area again.
- E. At the completion of the cleaning operation, the contractor's supervisor shall perform a complete visual inspection of the work area to ensure that the work area is free of paint chips and dust. If the supervisor believes he is ready for a final project decontamination inspection, he shall notify the designer.
- F. The contractor shall contact the certified lead inspector for the final project decontamination inspection requested by the contractor.
- G. The certified lead inspector shall perform the final visual inspection and conduct the single surface wipe samples and/or composite soil samples. Any discrepancies found shall be documented in the form of a punch list.
- H. Final wipe sampling or soil sampling shall not commence until the visual inspection is completed and passed. Final clearance criteria must meet the clearance criteria established in section 01714.
- I. If the certified lead inspector finds that the work area has not been adequately decontaminated, cleaning and/or wipe samples shall be repeated at the contractor's expense, including additional testing fees, until the work area is in compliance.
- J. After the work area is found to be in compliance, all entrances and exits shall be unsealed and the plastic sheeting, tape and any other trash and debris shall be disposed of in sealable plastic bags (6 mil minimum) and disposed of as outlined in Section 02084.
- K. After the certified lead inspector has approved the final project decontamination and the contractor has completed the tear down for occupancy by others, the designer shall perform the project final inspection as outlined in the general conditions.

- L. Any residual lead paint chips/dust that may be present after removing critical barriers, that in the designer's judgment should have been cleaned during the precleaning phase prior to installing critical barriers, shall be cleaned and cleared at the contractor's expense.
- M. There shall be appropriate seals totally enclosing the inspection area to keep it separate from clean areas or other areas where abatement is or will be in progress. Once an area has been accepted and passed the wipe sample tests, loss of the critical barrier integrity or escape of lead dust into an already clean area shall void previous acceptance and tests. Additional visual and final air clearance wipe sampling shall be required at the contractor's expense.

SECTION 01714

WORK AREA CLEARANCE

1.01 GENERAL

- A. Notification and scheduling of the final inspection during the project is the responsibility of the contractor.

1.02 FINAL CLEARANCE TESTING

- A. Post-abatement Visual Inspection. The certified lead risk assessor or inspector shall confirm job completeness by determining whether lead-based painted components have been abated according to the approved abatement plan and project specification. The certified lead risk assessor or inspector will then determine if the building has been adequately cleaned by examining all surfaces for dust and debris.
- B. Post-abatement Clearance. When all surfaces have passed visual inspection, composite soil sampling for exterior work areas and wipe sampling for interior and porch work areas will be performed. Owner shall pay for initial soil and wipe sampling. Should laboratory results indicate that the clearance level is exceeded, the contractor shall re-clean the affected area, at no additional cost to the Owner, utilizing the methods specified above. Re-testing will then be performed to verify compliance with the mandated levels. Abatement contractor shall pay for all additional testing and provide, at no additional cost, a recleaning of an effected area and personal belongings until the clearance level is achieved.
- C. Inspection/Clearance Standards. When clean-up has been completed and all surfaces have been final cleaned, wipe samples or soil samples by the certified risk assessor or lead inspector will be performed. The following standards must be met for all "clearance" samples:

Wipe Tests

- 1. In order to compare results with applicable federal clearance criteria, the following methods must be used.
 - A. The sampling location (a specific surface area) must be selected, and the surface area of that location carefully measured and recorded.
 - B. The wipe sampling procedure must ensure that a very high percentage of the surface dust present on the sample location is captured on the wipe.

C. Wipe sample collection criteria for abatement shall be as follows:

- Floors 10 $\mu\text{g}/\text{ft}^2$
- Window Sills 100 $\mu\text{g}/\text{ft}^2$
- Window Well 400 $\mu\text{g}/\text{ft}^2$

SECTION 02090

LEAD-BASED PAINT ABATEMENT

1.01 GENERAL

- A. Prior to starting lead-based paint abatement activities, the contractor's equipment, work area and hand and eyewash will be inspected and approved by the designer.
- B. All loose lead-based paint/chips released from components shall be adequately wet, bagged, sealed and labeled properly before personnel breaks or end of shift.
- C. The Contractor shall review the following scopes of work for each address listed. Each structure shall be bid as a separate project. Where multiple units are contained in the same structure, one contractor shall be selected to perform the work at that structure.
- D. The following is a list of prohibited lead-based paint abatement methods:
 - a. Open flame burning or torching (includes propane-fueled heat grids).
 - b. Machine sanding and grinding without HEPA local vacuum exhaust tool.
 - c. Uncontained hydroblasting or high pressure wash.
 - d. Abrasive sanding or blasting without HEPA local vacuum exhaust tool.
 - e. Heat guns operating above 1,100 F.
 - f. Dry scraping.

SECTION 02094
WASTE DISPOSAL

1.01 GENERAL

- A. Dispose of lead-based painted components and wastes from residential lead-based paint hazard reduction activities per EPA, Local and State regulations.

Insurance Requirements

The Contractor agrees to maintain on a primary basis, at its sole expense, and at all times during the life of this contract the following applicable coverages and limits. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by the Contractor, is not intended to, and shall not in any manner, limit or qualify the liabilities or obligations assumed by the Contractor under this contract.

Commercial General Liability – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement excluding or limiting Product/Completed Operations, Contractual Liability, Cross Liability, or Personal and Advertising Injury Liability.

Automobile Liability – Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned, and Hired automobiles. In the event the Contractor does not own automobiles, the Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or by separate Auto Liability policy. Automobile coverage is necessary only if vehicles are used in the provision of services under this contract or are brought on a City site.

Umbrella or Excess Liability – The Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability. However, the Annual Aggregate limits shall not be less than the highest "Each Occurrence" limit for required policies. The Contractor agrees to endorse the City as an "Additional Insured" on the Umbrella or Excess Liability unless the certificate of insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Workers' Compensation & Employers Liability – The Contractor agrees to maintain Worker's Compensation Insurance in accordance with Chapter 97 of the Alabama General Statutes and with Employer Liability limits of no less than \$1,000,000 for each accident, each employee, and policy limit. This policy must include a waiver of subrogation.

Environmental/Pollution- The Contractor agrees to maintain Environmental/Pollution Liability Insurance with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, covering claims arising out of the use or application of chemicals/herbicides, as well as the negligent release of hazardous materials. Coverage may also be satisfied by endorsement to the Commercial General Liability policy with minimum limits of \$1,000,000/\$2,000,000.

Additional Insured – The Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability. The Additional Insured shall read "City of Selma as its interest may appear".

Certificate of Insurance – The Contractor agrees to provide the City a certificate of insurance evidencing that all coverage, limits, and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by the Contractor's insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein or receives notice that coverage no longer complies

with the insurance requirements herein, the Contractor agrees to notify the City within five (5) Business Days with a copy of the non-renewal or the cancellation notice or with written specifics as to which coverage is no longer in compliance. The Certificate Holder address should appear as follows:

City of Selma
222 Broad Street

Selma, Alabama 36701

All primary insurance carriers must be authorized to do business in Alabama. As used in this contract, "Business Day" is defined as any day other than Saturdays, Sundays, and any legal holiday recognized by the City.

JOHNNY MOSS, III
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF PLANNING & DEVELOPMENT
REBUILDING SELMA **TOGETHER.**

Appendix G

Sample Individual Property Task Orders (scope templates for specific sites)



City of Selma
Planning & Development Department
WORK WRITEUP

Property Owner:	
Address:	426 St. Ann
City and State:	Selma, AL
Phone:	

The undersigned Contractor, _____ bids the following work:

Submission of a bid is evidence that the bidder has thoroughly examined the site and has knowledge of the property, scope of work, and governing jurisdiction requirements. All work shall comply with the scope of work and Contract Documents, giving precedence to applicable Codes, regulations, and ordinances, including Lead Reduction Safe Work Practices. In the event this work write-up/bid has an error, omission, conflict, or ambiguity, the most stringent Code, regulation, and the City's intent shall govern. Correct all collateral damage that is caused by the following work specifications to a finish quality. **Certification and compliance with EPA Lead RRP regulations are the contractor's responsibility.**

NOTE:

- 1. The contractor and subs must obtain all permits, send a copy to Adam Self, and have permits properly posted BEFORE the start of work.**
- 2. The contractor MUST adhere to instructions for ALL inspections and photographing of work that is called for in the scope of work. Please give 3 hours' notice for a site visit during regular working hours.**
- 3. The contractor MUST submit all paperwork, including vendor invoices when required, BEFORE a final inspection will be scheduled.**
- 4) Contract time will accrue from the start date of the contract until all work passes final inspection from the City of Selma's Building Inspector.**

****Failure to perform any of the above will result in having re-work, failed inspection fees, and/or possible suspension from being awarded future contracts.**



City of Selma
Planning & Development Department

WORK WRITEUP, cont.

SIDING PAINTING & REPAIRS

\$ _____

- ___ Repair/replace all of the damaged and deteriorated exterior siding and trim.
- ___ Includes all fascia and soffit damage.
- ___ Repair/replace trim around all windows.
- ___ Caulk, prepare, and paint window trim.
- ___ Caulk, prepare, and paint the entire exterior of the house. (owners' choice of color).
- ___ Replace front porch steps with new pressure treated wood.

NOTE: The contractor is responsible for keeping the site clean and livable on a daily basis, including all work areas, and all systems, fixtures, and operable appliances working daily. **THIS INCLUDES DEBRIS REMOVAL ON A DAILY BASIS.** All systems, fixtures, and repairs will operate as intended upon completion.



City of Selma
Planning & Development Department
WORK WRITEUP

Property Owner:	
Address:	1318 Philpot Ave
City and State:	Selma, AL
Phone:	

The undersigned Contractor, _____ bids the following work:

Submission of a bid is evidence that the bidder has thoroughly examined the site and has knowledge of the property, scope of work, and governing jurisdiction requirements. All work shall comply with the scope of work and Contract Documents, giving precedence to applicable Codes, regulations, and ordinances, including Lead Reduction Safe Work Practices. In the event this work write-up/bid has an error, omission, conflict, or ambiguity, the most stringent Code, regulation, and the City's intent shall govern. Correct all collateral damage that is caused by the following work specifications to a finish quality. **Certification and compliance with EPA Lead RRP regulations are the contractor's responsibility.**

NOTE:

- 1. The contractor and subs must obtain all permits, send a copy to Adam Self, and have permits properly posted BEFORE the start of work.**
- 2. The contractor MUST adhere to instructions for ALL inspections and photographing of work that is called for in the scope of work. Please give 3 hours' notice for a site visit during regular working hours.**
- 3. The contractor MUST submit all paperwork, including vendor invoices when required, BEFORE a final inspection will be scheduled.**
- 4) Contract time will accrue from the start date of the contract until all work passes final inspection from the City of Selma's Building Inspector.**

****Failure to perform any of the above will result in having re-work, failed inspection fees, and/or possible suspension from being awarded future contracts.**



City of Selma
Planning & Development Department
WORK WRITEUP, cont.

FRONT PORCH REPLACEMENT

\$ _____

- ___ Remove all damaged and deteriorated front porch components, including decking, framing, posts, railing, and steps, in accordance with Alabama Residential Building Code and International Residential Code (IRC) standards.
- ___ Construct new porch foundation and framing using pressure-treated lumber sized per code (minimum 2x8 or as required by span). All structural components shall comply with Alabama wind-load requirements and federal safety standards.
- ___ Install new porch decking using approved exterior-grade materials. Decking shall be securely fastened with corrosion-resistant hardware.
- ___ Replace porch posts and railings to meet current guard and handrail requirements (minimum guard height 36", baluster spacing < 4"). All posts shall be properly anchored to resist uplift and lateral forces.
- ___ Ensure all connections (joist hangers, post bases, fasteners) use galvanized or stainless-steel hardware meeting federal corrosion-resistance standards.
- ___ Construct new porch steps with uniform risers and treads meeting IRC requirements, including graspable handrails where required.
- ___ Install approved porch roofing, flashing, and weather-resistant barrier at wall-to-porch connections to prevent moisture intrusion.
- ___ Ensure porch structure meets Alabama wind-resistance standards for residential accessory structures (minimum design wind speed per local enforcement—typically 120–130 mph).

WORK WRITEUP, cont.

- ___ Caulk, prepare, and paint or stain all exposed porch components (owner's choice of color).

SIDING PAINTING & REPAIRS

\$ _____



City of Selma
Planning & Development Department

- ___ Repair/replace all of the damaged and deteriorated exterior siding and trim.
- ___ Includes all fascia and soffit damage.
- ___ Repair/replace trim around all windows.
- ___ Caulk, prepare, and paint window trim.
- ___ Caulk, prepare, and paint the entire exterior of the house. (owners' choice of color).
- ___ Replace front porch steps with new pressure treated wood.

NOTE: The contractor is responsible for keeping the site clean and livable on a daily basis, including all work areas, and all systems, fixtures, and operable appliances working daily. **THIS INCLUDES DEBRIS REMOVAL ON A DAILY BASIS.** All systems, fixtures, and repairs will operate as intended upon completion.



City of Selma
Planning & Development Department

WORK WRITEUP, cont.

TOTAL PRICE, Includes Your O & P: \$ _____

Contractor is to furnish all labor, material, equipment, permits and inspections by the applicable Inspection Services, to complete all itemized Work in a workmanlike manner and shall comply with all local, state, and federal codes and standards. This includes, but is not limited to, all ICC codes where applicable; Lead Reduction Safe Work Practices; ANSI A117.1 for accessibility work, and the FHA Minimum Property Standards. Contractor will remove from the site all debris caused by this work daily. All Work will be guaranteed for one (1) year from date of final acceptance.

Executed on this the _____ day of _____, 2025.

Signature and Title Company name (print)

Address (print) City (print) State (print) Zip

Phone numbers (office & cell), email, fax, etc

Contractor's Federal Tax ID/SS Number DUNS #

Current Homebuilder's License Number



City of Selma
Planning & Development Department
WORK WRITEUP

Property Owner:	
Tenant:	
Address:	1513 Voeglin Ave
City and State:	Selma, AL
Phone:	

The undersigned Contractor, _____ bids the following work:

Submission of a bid is evidence that the bidder has thoroughly examined the site and has knowledge of the property, scope of work, and governing jurisdiction requirements. All work shall comply with the scope of work and Contract Documents, giving precedence to applicable Codes, regulations, and ordinances, including Lead Reduction Safe Work Practices. In the event this work write-up/bid has an error, omission, conflict, or ambiguity, the most stringent Code, regulation, and the City's intent shall govern. Correct all collateral damage that is caused by the following work specifications to a finish quality. **Certification and compliance with EPA Lead RRP regulations are the contractor's responsibility.**

NOTE:

- 1. The contractor and subs must obtain all permits, send a copy to Adam Self, and have permits properly posted BEFORE the start of work.**
- 2. The contractor MUST adhere to instructions for ALL inspections and photographing of work that is called for in the scope of work. Please give 3 hours' notice for a site visit during regular working hours.**
- 3. The contractor MUST submit all paperwork, including vendor invoices when required, BEFORE a final inspection will be scheduled.**
- 4) Contract time will accrue from the start date of the contract until all work passes final inspection from the City of Selma's Building Inspector.**

****Failure to perform any of the above will result in having re-work, failed inspection fees, and/or possible suspension from being awarded future contracts.**



City of Selma
Planning & Development Department

WORK WRITEUP, cont.

FRONT PORCH REPLACEMENT \$ _____

- ___ Remove all damaged and deteriorated front porch components, including decking, framing, posts, railing, and steps, in accordance with Alabama Residential Building Code and International Residential Code (IRC) standards.
- ___ Includes all fascia and soffit damage.
- ___ Construct new porch foundation and framing using pressure-treated lumber sized per code (minimum 2x8 or as required by span). All structural components shall comply with Alabama wind-load requirements and federal safety standards.
- ___ Install new porch decking using approved exterior-grade materials. Decking shall be securely fastened with corrosion-resistant hardware.
- ___ Replace porch posts and railings to meet current guard and handrail requirements (minimum guard height 36", baluster spacing < 4"). All posts shall be properly anchored to resist uplift and lateral forces.
- ___ Ensure all connections (joist hangers, post bases, fasteners) use galvanized or stainless-steel hardware meeting federal corrosion-resistance standards.
- ___ Construct new porch steps with uniform risers and treads meeting IRC requirements, including graspable handrails where required.
- ___ Install approved porch roofing, flashing, and weather-resistant barrier at wall-to-porch connections to prevent moisture intrusion.

WORK WRITEUP, cont.

- ___ Ensure porch structure meets Alabama wind-resistance standards for residential accessory structures (minimum design wind speed per local enforcement—typically 120–130 mph).



City of Selma
Planning & Development Department

___ Caulk, prepare, and paint or stain all exposed porch components (owner's choice of color).

NOTE: The contractor is responsible for keeping the site clean and livable on a daily basis, including all work areas, and all systems, fixtures, and operable appliances working daily. **THIS INCLUDES DEBRIS REMOVAL ON A DAILY BASIS.** All systems, fixtures, and repairs will operate as intended upon completion.



City of Selma
Planning & Development Department

WORK WRITEUP, cont.

TOTAL PRICE, Includes Your O & P: \$ _____

Contractor is to furnish all labor, material, equipment, permits and inspections by the applicable Inspection Services, to complete all itemized Work in a workmanlike manner and shall comply with all local, state, and federal codes and standards. This includes, but is not limited to, all ICC codes where applicable; Lead Reduction Safe Work Practices; ANSI A117.1 for accessibility work, and the FHA Minimum Property Standards. Contractor will remove from the site all debris caused by this work daily. All Work will be guaranteed for one (1) year from date of final acceptance.

Executed on this the _____ day of _____, 2025.

Signature and Title Company name (print)

Address (print) City (print) State (print) Zip

Phone numbers (office & cell), email, fax, etc

Contractor's Federal Tax ID/SS Number DUNS #

Current Homebuilder's License Number



City of Selma
Planning & Development Department
WORK WRITEUP

Property Owner:	
Address:	1426 Eugene Ave
City and State:	Selma, AL
Phone:	

The undersigned Contractor, _____ bids the following work:

Submission of a bid is evidence that the bidder has thoroughly examined the site and has knowledge of the property, scope of work, and governing jurisdiction requirements. All work shall comply with the scope of work and Contract Documents, giving precedence to applicable Codes, regulations, and ordinances, including Lead Reduction Safe Work Practices. In the event this work write-up/bid has an error, omission, conflict, or ambiguity, the most stringent Code, regulation, and the City's intent shall govern. Correct all collateral damage that is caused by the following work specifications to a finish quality. **Certification and compliance with EPA Lead RRP regulations are the contractor's responsibility.**

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City of Selma
Planning & Development Department

WORK WRITEUP, cont.

SIDING PAINTING & REPAIRS

\$ _____

- ___ Repair/replace all of the damaged and deteriorated exterior siding and trim.
- ___ Includes all fascia and soffit damage.
- ___ Repair/replace trim around all windows.
- ___ Caulk, prepare, and paint window trim.
- ___ Caulk, prepare, and paint the entire exterior of the house. (owners' choice of color).
- ___ Replace front porch steps with new pressure treated wood.

NOTE: The contractor is responsible for keeping the site clean and livable on a daily basis, including all work areas, and all systems, fixtures, and operable appliances working daily. **THIS INCLUDES DEBRIS REMOVAL ON A DAILY BASIS.** All systems, fixtures, and repairs will operate as intended upon completion.



City of Selma
Planning & Development Department

WORK WRITEUP, cont.

TOTAL PRICE, Includes Your O & P: \$ _____

Contractor is to furnish all labor, material, equipment, permits and inspections by the applicable Inspection Services, to complete all itemized Work in a workmanlike manner and shall comply with all local, state, and federal codes and standards. This includes, but is not limited to, all ICC codes where applicable; Lead Reduction Safe Work Practices; ANSI A117.1 for accessibility work, and the FHA Minimum Property Standards. Contractor will remove from the site all debris caused by this work daily. All Work will be guaranteed for one (1) year from date of final acceptance.

Executed on this the _____ day of _____, 2025.

Signature and Title Company name (print)

Address (print) City (print) State (print) Zip

Phone numbers (office & cell), email, fax, etc

Contractor's Federal Tax ID/SS Number DUNS #

Current Homebuilder's License Number



City of Selma
Planning & Development Department
WORK WRITEUP

Property Owner:	
Tenant:	
Address:	1301 Green St
City and State:	Selma, AL
Phone:	

The undersigned Contractor, _____ bids the following work:

Submission of a bid is evidence that the bidder has thoroughly examined the site and has knowledge of the property, scope of work, and governing jurisdiction requirements. All work shall comply with the scope of work and Contract Documents, giving precedence to applicable Codes, regulations, and ordinances, including Lead Reduction Safe Work Practices. In the event this work write-up/bid has an error, omission, conflict, or ambiguity, the most stringent Code, regulation, and the City's intent shall govern. Correct all collateral damage that is caused by the following work specifications to a finish quality. **Certification and compliance with EPA Lead RRP regulations are the contractor's responsibility.**

NOTE:

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City of Selma
Planning & Development Department

WORK WRITEUP, cont.

ROOF REPLACEMENT \$ _____

- ___ Remove and properly dispose of existing roofing materials, including shingles, underlayment, flashing, and ridge caps.
- ___ Inspect roof decking for damage; replace any deteriorated or weakened sections to meet Alabama and federal building code requirements.
- ___ Install a high-quality, code-compliant underlayment to provide water resistance and vapor barrier protection.
- ___ Install new roofing materials (shingles or alternative) that meet or exceed standards for high-wind resistance as required by Alabama and federal building codes.
- ___ Install flashing at all roof penetrations, valleys, and edges to prevent water infiltration, in accordance with manufacturer specifications and code.
- ___ Ensure roof ventilation meets energy efficiency standards, including ridge vents, soffit vents, or alternative code-approved ventilation systems.
- ___ Install insulation as needed to improve energy efficiency in accordance with federal energy codes (IECC/ASHRAE standards).
- ___ Seal and finish all roof edges, penetrations, and flashing to provide a watertight and wind-resistant roof system.



City of Selma
Planning & Development Department
WORK WRITEUP, cont.

FRONT PORCH REPLACEMENT

\$ _____

- ___ Remove all damaged and deteriorated front porch components, including decking, framing, posts, railing, and steps, in accordance with Alabama Residential Building Code and International Residential Code (IRC) standards.
- ___ Construct new porch foundation and framing using pressure-treated lumber sized per code (minimum 2x8 or as required by span). All structural components shall comply with Alabama wind-load requirements and federal safety standards.
- ___ Install new porch decking using approved exterior-grade materials. Decking shall be securely fastened with corrosion-resistant hardware.
- ___ Replace porch posts and railings to meet current guard and handrail requirements (minimum guard height 36", baluster spacing < 4"). All posts shall be properly anchored to resist uplift and lateral forces.
- ___ Ensure all connections (joist hangers, post bases, fasteners) use galvanized or stainless-steel hardware meeting federal corrosion-resistance standards.
- ___ Construct new porch steps with uniform risers and treads meeting IRC requirements, including graspable handrails where required.
- ___ Install approved porch roofing, flashing, and weather-resistant barrier at wall-to-porch connections to prevent moisture intrusion.
- ___ Ensure porch structure meets Alabama wind-resistance standards for residential accessory structures (minimum design wind speed per local enforcement—typically 120–130 mph).



City of Selma
Planning & Development Department
WORK WRITEUP, cont.

___ Caulk, prepare, and paint or stain all exposed porch components (owner's choice of color).

WINDOW REPLACEMENT

\$ _____

___ Remove all windows and install good quality vinyl clad replacement windows. The windows must be Energy Star rated.

___ The new windows will have 2/2 grille patterns, tilt-in sashes (top & bottom) and a weather-tight seal.

___ Windows will have all trim, locks, screens, weather stripping and caulk.

___ Sill to be wood with trim, primed, caulked, and painted. (match existing color).

___ When completed, all windows and surrounding areas, interior and exterior, will be weather-tight, all collateral damage corrected, and the interior window wells painted gloss white.

___ New bedroom windows must meet or exceed the minimum size as stated in the building code for egress.

NOTE: The contractor is responsible for keeping the site clean and livable on a daily basis, including all work areas, and all systems, fixtures, and operable appliances working daily.

THIS INCLUDES DEBRIS REMOVAL ON A DAILY BASIS. All systems, fixtures, and repairs will operate as intended upon completion.



City of Selma
Planning & Development Department
WORK WRITEUP, cont.

TOTAL PRICE, Includes Your O & P: \$ _____

Contractor is to furnish all labor, material, equipment, permits and inspections by the applicable Inspection Services, to complete all itemized Work in a workmanlike manner and shall comply with all local, state, and federal codes and standards. This includes, but is not limited to, all ICC codes where applicable; Lead Reduction Safe Work Practices; ANSI A117.1 for accessibility work, and the FHA Minimum Property Standards. Contractor will remove from the site all debris caused by this work daily. All Work will be guaranteed for one (1) year from date of final acceptance.

Executed on this the _____ day of _____, 2025.

Signature and Title Company name (print)

Address (print) City (print) State (print) Zip

Phone numbers (office & cell), email, fax, etc

Contractor's Federal Tax ID/SS Number DUNS #

Current Homebuilder's License Number



City of Selma
Planning & Development Department
WORK WRITEUP

Property Owner:	
Address:	1615 Philpot Ave.
City and State:	Selma, AL
Phone:	

The undersigned Contractor, _____ bids the following work:

Submission of a bid is evidence that the bidder has thoroughly examined the site and has knowledge of the property, scope of work, and governing jurisdiction requirements. All work shall comply with the scope of work and Contract Documents, giving precedence to applicable Codes, regulations, and ordinances, including Lead Reduction Safe Work Practices. In the event this work write-up/bid has an error, omission, conflict, or ambiguity, the most stringent Code, regulation, and the City's intent shall govern. Correct all collateral damage that is caused by the following work specifications to a finish quality. **Certification and compliance with EPA Lead RRP regulations are the contractor's responsibility.**

NOTE:

- 1. The contractor and subs must obtain all permits, send a copy to Adam Self, and have permits properly posted BEFORE the start of work.**
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- 3. The contractor MUST submit all paperwork, including vendor invoices when required, BEFORE a final inspection will be scheduled.**
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City of Selma
Planning & Development Department

WORK WRITEUP, cont.

SIDING PAINTING & REPAIRS

\$ _____

- ___ Repair/replace all of the damaged and deteriorated exterior siding and trim.
- ___ Includes all fascia and soffit damage.
- ___ Repair/replace trim around all windows.
- ___ Caulk, prepare, and paint window trim.
- ___ Caulk, prepare, and paint the entire exterior of the house. (owners' choice of color).
- ___ Replace front porch steps with new pressure treated wood.

NOTE: The contractor is responsible for keeping the site clean and livable on a daily basis, including all work areas, and all systems, fixtures, and operable appliances working daily. **THIS INCLUDES DEBRIS REMOVAL ON A DAILY BASIS.** All systems, fixtures, and repairs will operate as intended upon completion.



City of Selma
Planning & Development Department
WORK WRITEUP

Property Owner:	
Address:	1548 Green St
City and State:	Selma, AL
Phone:	

The undersigned Contractor, _____ bids the following work:

Submission of a bid is evidence that the bidder has thoroughly examined the site and has knowledge of the property, scope of work, and governing jurisdiction requirements. All work shall comply with the scope of work and Contract Documents, giving precedence to applicable Codes, regulations, and ordinances, including Lead Reduction Safe Work Practices. In the event this work write-up/bid has an error, omission, conflict, or ambiguity, the most stringent Code, regulation, and the City's intent shall govern. Correct all collateral damage that is caused by the following work specifications to a finish quality. **Certification and compliance with EPA Lead RRP regulations are the contractor's responsibility.**

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City of Selma
Planning & Development Department
WORK WRITEUP, cont.

ROOF REPLACEMENT

\$ _____

- ___ Remove and properly dispose of existing roofing materials, including shingles, underlayment, flashing, and ridge caps.
- ___ Inspect roof decking for damage; replace any deteriorated or weakened sections to meet Alabama and federal building code requirements.
- ___ Install a high-quality, code-compliant underlayment to provide water resistance and vapor barrier protection.
- ___ Install new roofing materials (shingles or alternative) that meet or exceed standards for high-wind resistance as required by Alabama and federal building codes.
- ___ Install flashing at all roof penetrations, valleys, and edges to prevent water infiltration, in accordance with manufacturer specifications and code.
- ___ Ensure roof ventilation meets energy efficiency standards, including ridge vents, soffit vents, or alternative code-approved ventilation systems.
- ___ Install insulation as needed to improve energy efficiency in accordance with federal energy codes (IECC/ASHRAE standards).
- ___ Seal and finish all roof edges, penetrations, and flashing to provide a watertight and wind-resistant roof system.



City of Selma
Planning & Development Department
WORK WRITEUP, cont.

FRONT PORCH REPLACEMENT

\$ _____

- ___ Remove all damaged and deteriorated front porch components, including decking, framing, posts, railing, and steps, in accordance with Alabama Residential Building Code and International Residential Code (IRC) standards.
- ___ Construct new porch foundation and framing using pressure-treated lumber sized per code (minimum 2x8 or as required by span). All structural components shall comply with Alabama wind-load requirements and federal safety standards.
- ___ Install new porch decking using approved exterior-grade materials. Decking shall be securely fastened with corrosion-resistant hardware.
- ___ Replace porch posts and railings to meet current guard and handrail requirements (minimum guard height 36", baluster spacing < 4"). All posts shall be properly anchored to resist uplift and lateral forces.
- ___ Ensure all connections (joist hangers, post bases, fasteners) use galvanized or stainless-steel hardware meeting federal corrosion-resistance standards.
- ___ Construct new porch steps with uniform risers and treads meeting IRC requirements, including graspable handrails where required.
- ___ Install approved porch roofing, flashing, and weather-resistant barrier at wall-to-porch connections to prevent moisture intrusion.
- ___ Ensure porch structure meets Alabama wind-resistance standards for residential accessory structures (minimum design wind speed per local enforcement—typically 120–130 mph).



City of Selma
Planning & Development Department
WORK WRITEUP, cont.

___ Caulk, prepare, and paint or stain all exposed porch components (owner's choice of color).

WINDOW REPLACEMENT

\$ _____

___ Remove all windows and install good quality vinyl clad replacement windows. The windows must be Energy Star rated.

___ The new windows will have 2/2 grille patterns, tilt-in sashes (top & bottom) and a weather-tight seal.

___ Windows will have all trim, locks, screens, weather stripping and caulk.

___ Sill to be wood with trim, primed, caulked, and painted. (match existing color).

___ When completed, all windows and surrounding areas, interior and exterior, will be weather-tight, all collateral damage corrected, and the interior window wells painted gloss white.

___ New bedroom windows must meet or exceed the minimum size as stated in the building code for egress.

NOTE: The contractor is responsible for keeping the site clean and livable on a daily basis, including all work areas, and all systems, fixtures, and operable appliances working daily. **THIS INCLUDES DEBRIS REMOVAL ON A DAILY BASIS.** All systems, fixtures, and repairs will operate as intended upon completion.



City of Selma
Planning & Development Department
WORK WRITEUP, cont.

TOTAL PRICE, Includes Your O & P: \$ _____

Contractor is to furnish all labor, material, equipment, permits and inspections by the applicable Inspection Services, to complete all itemized Work in a workmanlike manner and shall comply with all local, state, and federal codes and standards. This includes, but is not limited to, all ICC codes where applicable; Lead Reduction Safe Work Practices; ANSI A117.1 for accessibility work, and the FHA Minimum Property Standards. Contractor will remove from the site all debris caused by this work daily. All Work will be guaranteed for one (1) year from date of final acceptance.

Executed on this the _____ day of _____, 2025.

Signature and Title Company name (print)

Address (print) City (print) State (print) Zip

Phone numbers (office & cell), email, fax, etc

Contractor's Federal Tax ID/SS Number DUNS #

Current Homebuilder's License Number



City of Selma
Planning & Development Department
WORK WRITEUP

Property Owner:	
Address:	1317 Voeglin Ave
City and State:	Selma, AL
Phone:	

The undersigned Contractor, _____ bids the following work:

Submission of a bid is evidence that the bidder has thoroughly examined the site and has knowledge of the property, scope of work, and governing jurisdiction requirements. All work shall comply with the scope of work and Contract Documents, giving precedence to applicable Codes, regulations, and ordinances, including Lead Reduction Safe Work Practices. In the event this work write-up/bid has an error, omission, conflict, or ambiguity, the most stringent Code, regulation, and the City's intent shall govern. Correct all collateral damage that is caused by the following work specifications to a finish quality. **Certification and compliance with EPA Lead RRP regulations are the contractor's responsibility.**

NOTE:

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City of Selma
Planning & Development Department
WORK WRITEUP, cont.

ROOF REPLACEMENT

\$ _____

- ___ Remove and properly dispose of existing roofing materials, including shingles, underlayment, flashing, and ridge caps.
- ___ Inspect roof decking for damage; replace any deteriorated or weakened sections to meet Alabama and federal building code requirements.
- ___ Install a high-quality, code-compliant underlayment to provide water resistance and vapor barrier protection.
- ___ Install new roofing materials (shingles or alternative) that meet or exceed standards for high-wind resistance as required by Alabama and federal building codes.
- ___ Install flashing at all roof penetrations, valleys, and edges to prevent water infiltration, in accordance with manufacturer specifications and code.
- ___ Ensure roof ventilation meets energy efficiency standards, including ridge vents, soffit vents, or alternative code-approved ventilation systems.
- ___ Install insulation as needed to improve energy efficiency in accordance with federal energy codes (IECC/ASHRAE standards).
- ___ Seal and finish all roof edges, penetrations, and flashing to provide a watertight and wind-resistant roof system.



City of Selma
Planning & Development Department
WORK WRITEUP, cont.

WINDOW REPLACEMENT

\$ _____

- ___ Remove all windows and install good quality vinyl clad replacement windows. The windows must be Energy Star rated.
- ___ The new windows will have 2/2 grille patterns, tilt-in sashes (top & bottom) and a weather-tight seal.
- ___ Windows will have all trim, locks, screens, weather stripping and caulk.
- ___ Sill to be wood with trim, primed, caulked, and painted. (match existing color).
- ___ When completed, all windows and surrounding areas, interior and exterior, will be weather-tight, all collateral damage corrected, and the interior window wells painted gloss white.
- ___ New bedroom windows must meet or exceed the minimum size as stated in the building code for egress.

NOTE: The contractor is responsible for keeping the site clean and livable on a daily basis, including all work areas, and all systems, fixtures, and operable appliances working daily. **THIS INCLUDES DEBRIS REMOVAL ON A DAILY BASIS.** All systems, fixtures, and repairs will operate as intended upon completion.



City of Selma
Planning & Development Department
WORK WRITEUP, cont.

TOTAL PRICE, Includes Your O & P: \$ _____

Contractor is to furnish all labor, material, equipment, permits and inspections by the applicable Inspection Services, to complete all itemized Work in a workmanlike manner and shall comply with all local, state, and federal codes and standards. This includes, but is not limited to, all ICC codes where applicable; Lead Reduction Safe Work Practices; ANSI A117.1 for accessibility work, and the FHA Minimum Property Standards. Contractor will remove from the site all debris caused by this work daily. All Work will be guaranteed for one (1) year from date of final acceptance.

Executed on this the _____ day of _____, 2025.

Signature and Title Company name (print)

Address (print) City (print) State (print) Zip

Phone numbers (office & cell), email, fax, etc

Contractor's Federal Tax ID/SS Number DUNS #

Current Homebuilder's License Number



City of Selma
Planning & Development Department
WORK WRITEUP

Property Owner:	
Address:	1407 Voeglin Ave.
City and State:	Selma, AL
Phone:	

The undersigned Contractor, _____ bids the following work:

Submission of a bid is evidence that the bidder has thoroughly examined the site and has knowledge of the property, scope of work, and governing jurisdiction requirements. All work shall comply with the scope of work and Contract Documents, giving precedence to applicable Codes, regulations, and ordinances, including Lead Reduction Safe Work Practices. In the event this work write-up/bid has an error, omission, conflict, or ambiguity, the most stringent Code, regulation, and the City's intent shall govern. Correct all collateral damage that is caused by the following work specifications to a finish quality. **Certification and compliance with EPA Lead RRP regulations are the contractor's responsibility.**

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City of Selma
Planning & Development Department



City of Selma
Planning & Development Department
WORK WRITEUP, cont.

ROOF REPAIR/ REPLACEMENT

\$ _____

- ___ Remove and properly dispose of existing roofing materials, including shingles, underlayment, flashing, and ridge caps.
- ___ Inspect roof decking for damage; replace any deteriorated or weakened sections to meet Alabama and federal building code requirements.
- ___ Install a high-quality, code-compliant underlayment to provide water resistance and vapor barrier protection.
- ___ Install new roofing materials (shingles or alternative) that meet or exceed standards for high-wind resistance as required by Alabama and federal building codes.
- ___ Install flashing at all roof penetrations, valleys, and edges to prevent water infiltration, in accordance with manufacturer specifications and code.
- ___ Ensure roof ventilation meets energy efficiency standards, including ridge vents, soffit vents, or alternative code-approved ventilation systems.
- ___ Install insulation as needed to improve energy efficiency in accordance with federal energy codes (IECC/ASHRAE standards).
- ___ Seal and finish all roof edges, penetrations, and flashing to provide a watertight and wind-resistant roof system.



City of Selma
Planning & Development Department
WORK WRITEUP, cont.

FRONT PORCH REPLACEMENT

\$ _____

- ___ Remove all damaged and deteriorated front porch components, including decking, framing, posts, railing, and steps, in accordance with Alabama Residential Building Code and International Residential Code (IRC) standards.
- ___ Construct new porch foundation and framing using pressure-treated lumber sized per code (minimum 2x8 or as required by span). All structural components shall comply with Alabama wind-load requirements and federal safety standards.
- ___ Install new porch decking using approved exterior-grade materials. Decking shall be securely fastened with corrosion-resistant hardware.
- ___ Replace porch posts and railings to meet current guard and handrail requirements (minimum guard height 36", baluster spacing < 4"). All posts shall be properly anchored to resist uplift and lateral forces.
- ___ Ensure all connections (joist hangers, post bases, fasteners) use galvanized or stainless-steel hardware meeting federal corrosion-resistance standards.
- ___ Construct new porch steps with uniform risers and treads meeting IRC requirements, including graspable handrails where required.
- ___ Install approved porch roofing, flashing, and weather-resistant barrier at wall-to-porch connections to prevent moisture intrusion.
- ___ Ensure porch structure meets Alabama wind-resistance standards for residential accessory structures (minimum design wind speed per local enforcement—typically 120–130 mph).



City of Selma
Planning & Development Department
WORK WRITEUP, cont.

___ Caulk, prepare, and paint or stain all exposed porch components (owner's choice of color).

WEST-OF-HOUSE REPAIRS

\$ _____

___ Repair/replace all damaged and deteriorated exterior wall framing, sheathing, and siding located along the west elevation of the home, in accordance with Alabama Residential Building Code and federal HUD Housing Quality Standards (HQS).

___ All structural repairs shall ensure the west wall assembly is level, plumb, and capable of supporting required loads, including wind-load resistance as required by Alabama code. Any compromised studs, rim joists, or sill plates must be replaced with pressure-treated or code-approved material.

___ Install new sheathing meeting minimum thickness and fastening requirements. Ensure weather-resistant barrier (WRB) is properly installed and taped to prevent moisture intrusion.

___ Replace siding to match existing style, profile, and dimensions (owner's choice of paint color). All materials must meet flame-spread and durability requirements per federal guidelines.

___ Repair or replace all deteriorated trim, soffit, and fascia boards along the rear of the home. Ensure proper ventilation is maintained if soffit vents are present.

___ Ensure all rear wall penetrations (windows, doors, vents, utility entries) are properly flashed, sealed, and weather-tight.

WORK WRITEUP, cont.

___ Caulk, prepare, and paint all new and adjacent repaired surfaces to create a uniform finish. Paint shall meet federal lead-safe requirements for homes built prior to 1978.



City of Selma
Planning & Development Department

___ Remove and dispose of all construction debris in accordance with state and federal environmental regulations.

WINDOW REPLACEMENT

\$ _____

___ Remove all windows and install good quality vinyl clad replacement windows. The windows must be Energy Star rated.

___ The new windows will have 2/2 grille patterns, tilt-in sashes (top & bottom) and a weather-tight seal.

___ Windows will have all trim, locks, screens, weather stripping and caulk.

___ Sill to be wood with trim, primed, caulked, and painted. (match existing color).

___ When completed, all windows and surrounding areas, interior and exterior, will be weather-tight, all collateral damage corrected, and the interior window wells painted gloss white.

___ New bedroom windows must meet or exceed the minimum size as stated in the building code for egress.

NOTE: The contractor is responsible for keeping the site clean and livable on a daily basis, including all work areas, and all systems, fixtures, and operable appliances working daily. **THIS INCLUDES DEBRIS REMOVAL ON A DAILY BASIS.** All systems, fixtures, and repairs will operate as intended upon completion.



City of Selma
Planning & Development Department
WORK WRITEUP, cont.

TOTAL PRICE, Includes Your O & P: \$ _____

Contractor is to furnish all labor, material, equipment, permits and inspections by the applicable Inspection Services, to complete all itemized Work in a workmanlike manner and shall comply with all local, state, and federal codes and standards. This includes, but is not limited to, all ICC codes where applicable; Lead Reduction Safe Work Practices; ANSI A117.1 for accessibility work, and the FHA Minimum Property Standards. Contractor will remove from the site all debris caused by this work daily. All Work will be guaranteed for one (1) year from date of final acceptance.

Executed on this the _____ day of _____, 2025.

Signature and Title Company name (print)

Address (print) City (print) State (print) Zip

Phone numbers (office & cell), email, fax, etc

Contractor's Federal Tax ID/SS Number DUNS #

Current Homebuilder's License Number



City of Selma
Planning & Development Department
WORK WRITEUP

Property Owner:	
Address:	1532 Franklin St
City and State:	Selma, AL
Phone:	

The undersigned Contractor, _____ bids the following work:

Submission of a bid is evidence that the bidder has thoroughly examined the site and has knowledge of the property, scope of work, and governing jurisdiction requirements. All work shall comply with the scope of work and Contract Documents, giving precedence to applicable Codes, regulations, and ordinances, including Lead Reduction Safe Work Practices. In the event this work write-up/bid has an error, omission, conflict, or ambiguity, the most stringent Code, regulation, and the City's intent shall govern. Correct all collateral damage that is caused by the following work specifications to a finish quality. **Certification and compliance with EPA Lead RRP regulations are the contractor's responsibility.**

NOTE:

- 1. The contractor and subs must obtain all permits, send a copy to Adam Self, and have permits properly posted BEFORE the start of work.**
- 2. The contractor MUST adhere to instructions for ALL inspections and photographing of work that is called for in the scope of work. Please give 3 hours' notice for a site visit during regular working hours.**
- 3. The contractor MUST submit all paperwork, including vendor invoices when required, BEFORE a final inspection will be scheduled.**
- 4) Contract time will accrue from the start date of the contract until all work passes final inspection from the City of Selma's Building Inspector.**

****Failure to perform any of the above will result in having re-work, failed inspection fees, and/or possible suspension from being awarded future contracts.**



City of Selma
Planning & Development Department



City of Selma
Planning & Development Department
WORK WRITEUP, cont.

ROOF REPLACEMENT

\$ _____

- ___ Remove and properly dispose of existing roofing materials, including shingles, underlayment, flashing, and ridge caps.
- ___ Inspect roof decking for damage; replace any deteriorated or weakened sections to meet Alabama and federal building code requirements.
- ___ Install a high-quality, code-compliant underlayment to provide water resistance and vapor barrier protection.
- ___ Install new roofing materials (shingles or alternative) that meet or exceed standards for high-wind resistance as required by Alabama and federal building codes.
- ___ Install flashing at all roof penetrations, valleys, and edges to prevent water infiltration, in accordance with manufacturer specifications and code.
- ___ Ensure roof ventilation meets energy efficiency standards, including ridge vents, soffit vents, or alternative code-approved ventilation systems.
- ___ Install insulation as needed to improve energy efficiency in accordance with federal energy codes (IECC/ASHRAE standards).
- ___ Seal and finish all roof edges, penetrations, and flashing to provide a watertight and wind-resistant roof system.



City of Selma
Planning & Development Department
WORK WRITEUP, cont.

TOTAL PRICE, Includes Your O & P: \$ _____

Contractor is to furnish all labor, material, equipment, permits and inspections by the applicable Inspection Services, to complete all itemized Work in a workmanlike manner and shall comply with all local, state, and federal codes and standards. This includes, but is not limited to, all ICC codes where applicable; Lead Reduction Safe Work Practices; ANSI A117.1 for accessibility work, and the FHA Minimum Property Standards. Contractor will remove from the site all debris caused by this work daily. All Work will be guaranteed for one (1) year from date of final acceptance.

Executed on this the _____ day of _____, 2025.

Signature and Title Company name (print)

Address (print) City (print) State (print) Zip

Phone numbers (office & cell), email, fax, etc

Contractor's Federal Tax ID/SS Number DUNS #

Current Homebuilder's License Number

JOHNNY MOSS, III
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF PLANNING & DEVELOPMENT
REBUILDING SELMA **TOGETHER.**

Appendix H

Lead Based Paint Inspection and Risk Assessments

BPS

LEAD-BASED PAINT INSPECTION & RISK ASSESSMENT

SINGLE FAMILY RESIDENCE
409 BATTERY AVENUE
SELMA, DALLAS COUNTY, ALABAMA 36701
PROJECT No.: 26-00001

PREPARED FOR:

CITY OF SELMA
OFFICE OF PLANNING & PLANNING
222 BROAD STREET
SELMA, ALABAMA 36701

MARCH 17, 2026

PREPARED BY:

BUILDING & PROPERTY SCIENCES, LLC
7799 CUMMINGS LOOP
MCCALLA, ALABAMA 35111
PHONE: (205) 807-2872

LEAD-BASED PAINT INSPECTOR/RISK ASSESSOR SIGNATURE

I certify under penalty of law that I am an accredited lead-based paint inspector and risk assessor, licensed to practice in the State of Alabama. The information submitted herein, to the best of my knowledge and belief is true, accurate and complete.



Judith A. Pike

Building & Property Sciences, LLC #ALPB10254B8350C8

Alabama Accreditation No.: LIN & LRA0123288237

March 17, 2026

Date

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Appendix B	XRF Computer Printout
Appendix C	HUD Forms
Appendix D	Laboratory Results
Appendix E	Photographs
Appendix F	LBP Inspector/Risk Assessor Credentials

1.0 PURPOSE

Building & Property Sciences, LLC (BPS) representatives performed a lead-based paint (LBP) inspection and risk assessment on the subject property on January 19, 2026. The inspection and risk assessment were performed in an attempt to identify areas of LBP and dust hazards. The following report and enclosed data provide a summary of the findings of this inspection and risk assessment. Please note that the subject property was not surveyed or inspected for any environmental concerns other than LBP.

2.0 SITE INFORMATION

The residence is a one and one-half story brick with wood and aluminum windows with a brick foundation. The 3 bedroom and 2 bath residence is located at 409 Battery Avenue in Selma, Alabama 36701. The construction date is 1955. A figure of the residence layout is provided in Appendix A.

3.0 INSPECTION PROCEDURES

On January 19, 2026, Judith A. Pike was mobilized to the subject property. Utilizing SciAps X-550 Pb Serial No.: 01488 XRF unit, Ms. Pike performed an inspection of the structures in general accordance with Chapter 7 of the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing. Testing locations, and the number of tests performed, were selected based upon the building components in each room equivalent. Actual testing locations were selected at random, however, if an area of damaged or peeling paint was noted, at least one test per component group was focused in the area.

The Lead-Based Paint XRF Test Results indicate the results delivered by the SciAps X-550 Pb Serial No.: 01488 XRF manufacturer's programming format for positive or negative results based upon HUD guidelines for LBP. HUD considers an XRF test indicating paint in concentrations of 1.0 milligrams per square centimeter (mg/cm^2) or greater as positive and concentrations less than 1.0 mg/cm^2 are considered negative. The results from the XRF test are provided in Appendix B. The actual lead content results are provided in the column labeled Pb. In tests where lead was indicated, the XRF was operated to a precision of $\pm 0.1 \text{ mg}/\text{cm}^2$. Locations of components tested are designated as sides A, B, C and D, with Side A being the side of the structure facing the road. Sides B, C and D are labeled in a clockwise manner around the structure. During the inspection, Ms. Pike made calibration checks of the SciAps X-550 Pb upon initial start-up, at 4-hour intervals

and upon completion. The initial and final calibration checks included three test shots and a calibration average with a total of 8 shots. The inspection included 232 more tests for a total of 240 XRF tests performed at the subject property. Individual and company credentials and licenses are included in Appendix F.

4.0 POSITIVE RESULTS

The following table summarizes locations of LBP containing components detected in concentrations of 1.0 mg/cm² or greater as defined by HUD. For specific test locations and results, please refer to Appendix B of this report.

TABLE 1: IDENTIFIED LEAD-BASED PAINT CONTAINING COMPONENTS						
Reading Number	Side	Room	Component	Substrate	Color	Paint Condition
376	A	Sunroom	Closet Door Frame	Wood	White	Intact
377	A	Sunroom	Closet Door Jamb	Wood	White	Intact
383	D	Sunroom	Door Frame	Wood	White	Intact
384	D	Sunroom	Door Jamb	Wood	White	Deteriorated
386	D	Sunroom	Window Frame	Wood	White	Intact
387	C	Sunroom	Window Frame	Wood	White	Intact
388	A	Sunroom	Window Frame	Wood	White	Intact
436	C	Exterior	Column	Metal	White	Deteriorated
437	C	Exterior	Column	Metal	White	Deteriorated
440	C	Exterior	Column	Metal	White	Deteriorated
441	C	Exterior	Window Frame	Wood	White	Deteriorated
442	D	Exterior	Window Frame	Wood	White	Deteriorated
Notes:	<ol style="list-style-type: none"> 1. Exterior columns are the round poles and not the wrought iron. 2. Soffit & fascia enclosed with metal coil stock and vented vinyl siding. 3. Ceramic lower walls in Baths 1 & 2. 4. Ceramic baseboards in Baths 1 & 2. 5. Ceramic walls in Kitchen sides C & D. 6. No crown molding in Sunroom and Rooms 1 & 2. 7. Walls in Sunroom Sides A, C & D are windows. 					

5.0 LEAD HAZARD RISK ASSESSMENT

In general accordance with Chapter 5 of the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, questionnaires, visual assessments of the interior and exterior portions of the residence and environmental sampling were conducted.

5.1 QUESTIONNAIRES

HUD Form 5.0 *Questionnaire for a Lead Hazard Risk Assessment of an Individual Occupied Dwelling Unit* and Form 5.1 *Building Condition for Lead Hazard Assessment* were completed. Copies of the questionnaires are included in Appendix C.

5.2 VISUAL ASSESSMENT

A visual assessment of existing, readily observable structural and building envelope-related conditions was conducted. These conditions include items such as obvious moisture infiltration, significant foundation deficiencies, etc. The visual assessment of the subject structures indicated that the following structural deficiencies were noted: roof has large holes, water stains on interior ceilings, chimney masonry with loose bricks, and deteriorated paint.

At the time of the assessment, overall paint conditions were observed to be in an intact condition on the interior surfaces and in a deteriorated condition on the exterior of the residence except as noted in the XRF testing results.

5.3 ENVIRONMENTAL SAMPLING

- Interior and exterior wipe samples were taken. A total of 10 single surface dust wipe samples were collected in general accordance with the criteria established in the HUD Guidelines for the Evaluation and Control of Lead Based Paint in Housing, Chapter 5. Samples were collected from areas within the residence that children are most likely to come into contact with dust, including living rooms, kitchens and designated bedrooms. As of January 12, 2026, the Dust-Lead Reportable Level (DLRL) is any reportable level of lead for floors or window sills based on wipe samples analyzed by a National Lead Laboratory Accreditation (NLLAP) recognized laboratory. The samples were transported with a relevant chain of custody to EMSL Analytical, Inc. (EMSL), an American Industrial Hygiene Association (AIHA LAP, LLC) - ELLAP #157245 accredited laboratory for analysis. Wipes were analyzed by SW-846-7000B. Appendix D to this report provides the results of the laboratory analysis and the chain of custody record.

Laboratory results of the dust wipe samples are summarized in Table 2

Sample ID	Sample Location	Area, in ²	Results, µg/ft ²
409-1	Hall Floor	144	<8.0 ¹
409-2	Bedroom 2 Floor	144	<8.0 ¹
409-3	Bedroom 3 Floor	144	<8.0 ¹
409-4	Room 1 Floor	144	70 ¹
409-5	Bedroom 2 Window Sill#8	87.5	380 ²
409-6	Dining Room Window Sill#3	70	83 ³
409-7	Bath 1 Window Sill #19	138	180 ⁴
409-8	Kitchen Window Sill #20	70	21 ⁵
409-9	Exterior Porch Floor (Side A)	144	10 ¹
409-10	Blank		<8.0 ¹
Notes:	<ol style="list-style-type: none"> 1. Reporting limit is 8 µg/ft². 2. Reporting limit is 13 µg/ft². 3. Reporting limit is 16 µg/ft². 4. Reporting limit is 8.3 µg/ft². 5. Reporting limit is 16 µg/ft². 6. Bold indicates a finding of DHRLs. 7. Current HUD & State of Alabama Department of Public Health are as follows: 10 micrograms per square foot (µg/ft²) for interior floors, 100 µg/ft² for interior window sills and 40 micrograms per square foot (µg/ft²) for exterior floors. HUD and the ADPH are currently through rulemaking to incorporate the revised EPA values. 8. Effective January 12, 2026, any reportable level of lead for floors or window sills based on wipe samples analyzed by a NLLAP-recognized laboratory is considered a finding of exceedance of LBP testing values in accordance with EPA regulation 40 CFR 745. 		

Laboratory analysis of the lead wipe samples indicated that there were DLRLs on interior windows sills, and interior and exterior floors

5.4 CONCLUSIONS

Based on the visual assessment and environmental sampling, there were DLRLs on interior windows sills and interior and exterior floors which are considered dust hazards.

Paint films were primarily in an intact condition on the interior and deteriorated condition on the exterior.

BPS

LEAD-BASED PAINT INSPECTION & RISK ASSESSMENT

SINGLE FAMILY RESIDENCE
414 WOODROW AVENUE
SELMA, DALLAS COUNTY, ALABAMA 36701
PROJECT No.: 25-0050

PREPARED FOR:

CITY OF SELMA
OFFICE OF PLANNING & PLANNING
222 BROAD STREET
SELMA, ALABAMA 36701

JANUARY 3, 2026

PREPARED BY:

BUILDING & PROPERTY SCIENCES, LLC
7799 CUMMINGS LOOP
MCCALLA, ALABAMA 35111
PHONE: (205) 807-2872

LEAD-BASED PAINT INSPECTOR/RISK ASSESSOR SIGNATURE

I certify under penalty of law that I am an accredited lead-based paint inspector and risk assessor, licensed to practice in the State of Alabama. The information submitted herein, to the best of my knowledge and belief is true, accurate and complete.



Judith A. Pike

Building & Property Sciences, LLC #ALPB10254B8350C8
Alabama Accreditation No.: LIN & LRA0123288237

January 3, 2026

Date

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Appendix A	Site Figure
Appendix B	XRF Computer Printout
Appendix C	HUD Forms
Appendix D	Laboratory Results
Appendix E	Photographs
Appendix F	LBP Inspector/Risk Assessor Credentials

1.0 PURPOSE

Building & Property Sciences, LLC (BPS) representatives performed a lead-based paint (LBP) inspection and risk assessment on the subject property on October 23, 2025. The inspection and risk assessment were performed in an attempt to identify areas of LBP and dust hazards. The following report and enclosed data provide a summary of the findings of this inspection and risk assessment. Please note that the subject property was not surveyed or inspected for any environmental concerns other than LBP.

2.0 SITE INFORMATION

The residence is one-story brick along with wood and aluminum windows on a slab on grade foundation. The 3 bedroom and 2 bath residence is located at 414 Woodrow Avenue in Selma, Alabama 36701. The construction date is 1974. A figure of the residence layout is provided in Appendix A.

3.0 INSPECTION PROCEDURES

On October 23, 2025, Judith A. Pike was mobilized to the subject property. Utilizing SciAps X-550 Pb Serial No.: 01488 XRF unit, Ms. Pike performed an inspection of the structures in general accordance with Chapter 7 of the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing. Testing locations, and the number of tests performed, were selected based upon the building components in each room equivalent. Actual testing locations were selected at random, however, if an area of damaged or peeling paint was noted, at least one test per component group was focused in the area.

The Lead-Based Paint XRF Test Results indicate the results delivered by the SciAps X-550 Pb Serial No.: 01488 XRF manufacturer's programming format for positive or negative results based upon HUD guidelines for LBP. HUD considers an XRF test indicating paint in concentrations of 1.0 milligrams per square centimeter (mg/cm^2) or greater as positive and concentrations less than $1.0 \text{ mg}/\text{cm}^2$ are considered negative. The results from the XRF test are provided in Appendix B. The actual lead content results are provided in the column labeled Pb. In tests where lead was indicated, the XRF was operated to a precision of $\pm 0.1 \text{ mg}/\text{cm}^2$. Locations of components tested are designated as sides A, B, C and D, with Side A being the side of the structure facing the road. Sides B, C and D are labeled in a clockwise manner around the structure. During the inspection, Ms. Pike made calibration checks of the SciAps X-550 Pb upon initial start-up, at 4-hour intervals

and upon completion. The initial and final calibration checks included three test shots and a calibration average with a total of 8 shots. The inspection included 156 more tests for a total of 164 XRF tests performed at the subject property. Individual and company credentials and licenses are included in Appendix F.

4.0 POSITIVE RESULTS

The following table summarizes locations of LBP containing components detected in concentrations of 1.0 mg/cm² or greater as defined by HUD. For specific test locations and results, please refer to Appendix B of this report.

TABLE 1: IDENTIFIED LEAD-BASED PAINT CONTAINING COMPONENTS						
Reading Number	Side	Room	Component	Substrate	Color	Paint Condition
NO LEAD-BASED PAINTED COMPONENTS IDENTIFIED						
Notes:	<ol style="list-style-type: none">1. Hall Side A unpainted.2. Laundry unpainted.3. Kitchen 2 Door Jamb Side C unpainted.					

5.0 LEAD HAZARD RISK ASSESSMENT

In general accordance with Chapter 5 of the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, questionnaires, visual assessments of the interior and exterior portions of the residence and environmental sampling were conducted.

5.1 QUESTIONNAIRES

HUD Form 5.0 *Questionnaire for a Lead Hazard Risk Assessment of an Individual Occupied Dwelling Unit* and Form 5.1 *Building Condition for Lead Hazard Assessment* were completed. Copies of the questionnaires are included in Appendix C.

5.2 VISUAL ASSESSMENT

A visual assessment of existing, readily observable structural and building envelope-related conditions was conducted. These conditions include items such as obvious moisture infiltration, significant foundation deficiencies, etc. The visual assessment of the subject structure indicated that there were no following structural deficiencies.

At the time of the assessment, overall paint conditions were observed to be in a deteriorated condition on the exterior and interior surfaces of the residence except as noted in the XRF testing results.

5.3 ENVIRONMENTAL SAMPLING

- Interior and exterior wipe samples were taken. A total of 10 single surface dust wipe samples were collected in general accordance with the criteria established in the HUD Guidelines for the Evaluation and Control of Lead Based Paint in Housing, Chapter 5. Samples were collected from areas within the residence that children are most likely to come into contact with dust, including living rooms, kitchens and designated bedrooms. Current lead dust standards for risk assessment are 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for interior floors, 100 $\mu\text{g}/\text{ft}^2$ for interior window sills and 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for exterior floors. **Effective January 12, 2026**, the standards will change to 5 $\mu\text{g}/\text{ft}^2$ for floors and 40 $\mu\text{g}/\text{ft}^2$ for window sills.
- The samples were transported with a relevant chain of custody to EMSL Analytical, Inc. (EMSL), an American Industrial Hygiene Association (AIHA LAP, LLC) - ELLAP #157245 accredited laboratory for analysis. Wipes were analyzed by SW-846-7000B. Appendix D

to this report provides the results of the laboratory analysis and the chain of custody record.

Laboratory results of the dust wipe samples are summarized in Table 2

TABLE 2: ANALYTICAL RESULTS - DUST WIPE SAMPLES			
Sample ID	Sample Location	Area, in ²	Results, µg/ft ²
164-1	Living Room Floor	144	<8.0 ¹
164-2	Bedroom 1 Floor	144	<8.0 ¹
164-3	Bedroom 3 Floor	144	<8.0 ¹
164-4	Kitchen 1 Floor	144	<8.0 ¹
164-5	Bedroom 1 Window Sill#10	28.8	44 ²
164-6	Bedroom 2 Window Sill#1	28.8	<40 ²
164-7	Bedroom 3 Window Sill#2	28.8	<40 ²
164-8	Kitchen 1 Window Sill#6	28.8	<40 ²
164-9	Exterior Front Porch Floor	144	<8.0 ¹
164-10	Blank		<8.0 ¹
Notes:	<ol style="list-style-type: none"> 1. Reporting limit is 8 µg/ft². 2. Reporting limit is 40 µg/ft². 3. Current HUD & State of Alabama Department of Public Health are as follows: 10 micrograms per square foot (µg/ft²) for interior floors, 100 µg/ft² for interior window sills and 40 micrograms per square foot (µg/ft²) for exterior floors. 4. Effective January 12, 2026, the standards will change to 5 µg/ft² for floors and 40 µg/ft² for window sills. 		

Laboratory analysis of the lead wipe samples indicated that dust concentrations for all interior floors and windows and exterior porch are below the current regulatory limits.

5.4 CONCLUSIONS

Based on the visual assessment and environmental sampling, lead concentration levels for the interior windows and exterior and interior floors are below the concentration standards set by the HUD Guidelines & the Alabama Department of Public Health.

Paint films were primarily in a deteriorated condition.

7.0 RECOMMENDATIONS

No lead-based paint was identified at the residence. Based on the current condition of the residence, there are no current dust hazards. There does not appear to be floor and window dust or soil hazards associated with lead-based paint.

BPS

LEAD-BASED PAINT INSPECTION & RISK ASSESSMENT

SINGLE FAMILY RESIDENCE
301 LAUREL STREET
SELMA, DALLAS COUNTY, ALABAMA 36701
PROJECT No.: 26-00016

PREPARED FOR:

CITY OF SELMA
OFFICE OF PLANNING & PLANNING
222 BROAD STREET
SELMA, ALABAMA 36701

MARCH 19, 2026

PREPARED BY:

BUILDING & PROPERTY SCIENCES, LLC
7799 CUMMINGS LOOP
MCCALLA, ALABAMA 35111
PHONE: (205) 807-2872

LEAD-BASED PAINT INSPECTOR/RISK ASSESSOR SIGNATURE

I certify under penalty of law that I am an accredited lead-based paint inspector and risk assessor, licensed to practice in the State of Alabama. The information submitted herein, to the best of my knowledge and belief is true, accurate and complete.



Judith A. Pike

Building & Property Sciences, LLC #ALPB10254B8350C8
Alabama Accreditation No.: LIN & LRA0123288237

March 19, 2026

Date

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1.0 PURPOSE

Building & Property Sciences, LLC (BPS) representatives performed a lead-based paint (LBP) inspection and risk assessment on the subject property on February 23, 2026. The inspection and risk assessment were performed in an attempt to identify areas of LBP and dust hazards. The following report and enclosed data provide a summary of the findings of this inspection and risk assessment. Please note that the subject property was not surveyed or inspected for any environmental concerns other than LBP.

2.0 SITE INFORMATION

The residence is one-story brick and frame along with wood and aluminum windows on a slab on grade foundation. The 5 bedroom and 2 bath residence is located at 301 Laurel Street in Selma, Alabama 36701. The construction date is 1960. A figure of the residence layout is provided in Appendix A.

3.0 INSPECTION PROCEDURES

On February 23, 2026, Judith A. Pike was mobilized to the subject property. Utilizing SciAps X-550 Pb Serial No.: 01488 XRF unit, Ms. Pike performed an inspection of the structures in general accordance with Chapter 7 of the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing. Testing locations, and the number of tests performed, were selected based upon the building components in each room equivalent. Actual testing locations were selected at random, however, if an area of damaged or peeling paint was noted, at least one test per component group was focused in the area.

The Lead-Based Paint XRF Test Results indicate the results delivered by the SciAps X-550 Pb Serial No.: 01488 XRF manufacturer's programming format for positive or negative results based upon HUD guidelines for LBP. HUD considers an XRF test indicating paint in concentrations of 1.0 milligrams per square centimeter (mg/cm^2) or greater as positive and concentrations less than $1.0 \text{ mg}/\text{cm}^2$ are considered negative. The results from the XRF test are provided in Appendix B. The actual lead content results are provided in the column labeled Pb. In tests where lead was indicated, the XRF was operated to a precision of $\pm 0.1 \text{ mg}/\text{cm}^2$. Locations of components tested are designated as sides A, B, C and D, with Side A being the side of the structure facing the road. Sides B, C and D are labeled in a clockwise manner around the structure. During the inspection, Ms. Pike made calibration checks of the SciAps X-550 Pb upon initial start-up, at 4-hour intervals

and upon completion. The initial and final calibration checks included three test shots and a calibration average with a total of 8 shots. The inspection included 192 more tests for a total of 200 XRF tests performed at the subject property. Individual and company credentials and licenses are included in Appendix F.

4.0 POSITIVE RESULTS

The following table summarizes locations of LBP containing components detected in concentrations of 1.0 mg/cm² or greater as defined by HUD. For specific test locations and results, please refer to Appendix B of this report.

TABLE 1: IDENTIFIED LEAD-BASED PAINT CONTAINING COMPONENTS						
Reading Number	Side	Room	Component	Substrate	Color	Paint Condition
NO LEAD-BASED PAINTED COMPONENTS IDENTIFIED						
Notes:						
						1. Dining Room Walls D is glass. 2. Den 2 Walls A & B have metal siding enclosure. 3. No window trim or sill in Bedroom 2. 4. Bedroom 3 closet unpainted. 5. Den 1 walls paneled walls. 6. Ceramic baseboards in Bath 1. 7. Crown molding in Den1, Den 2 and Bedroom 2. 8. Vinyl corner boards on Exterior Sides B & D. 9. Fascia enclosed with coil stock and soffit have vented vinyl.

5.0 LEAD HAZARD RISK ASSESSMENT

In general accordance with Chapter 5 of the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, questionnaires, visual assessments of the interior and exterior portions of the residence and environmental sampling were conducted.

5.1 QUESTIONNAIRES

HUD Form 5.0 *Questionnaire for a Lead Hazard Risk Assessment of an Individual Occupied Dwelling Unit* and Form 5.1 *Building Condition for Lead Hazard Assessment* were completed. Copies of the questionnaires are included in Appendix C.

5.2 VISUAL ASSESSMENT

A visual assessment of existing, readily observable structural and building envelope-related conditions was conducted. These conditions include items such as obvious moisture infiltration, significant foundation deficiencies, etc. The visual assessment of the subject structure indicated the following structural deficiencies: roof has missing parts with holes, water stains on ceilings and deteriorated paint.

At the time of the assessment, overall paint conditions were observed to be in a deteriorated condition on the exterior and interior surfaces of the residence except as noted in the XRF testing results.

5.3 ENVIRONMENTAL SAMPLING

- Interior and exterior wipe samples were taken. A total of 10 single surface dust wipe samples were collected in general accordance with the criteria established in the HUD Guidelines for the Evaluation and Control of Lead Based Paint in Housing, Chapter 5. Samples were collected from areas within the residence that children are most likely to come into contact with dust, including living rooms, kitchens and designated bedrooms. As of January 12, 2026, the Dust-Lead Reportable Level (DLRL) is any reportable level of lead for floors or window sills based on wipe samples analyzed by a National Lead Laboratory Accreditation (NLLAP) recognized laboratory.
- The samples were transported with a relevant chain of custody to EMSL Analytical, Inc. (EMSL), an American Industrial Hygiene Association (AIHA LAP, LLC) - ELLAP #157245 accredited laboratory for analysis. Wipes were analyzed by SW-846-7000B. Appendix D

to this report provides the results of the laboratory analysis and the chain of custody record.

Laboratory results of the dust wipe samples are summarized in Table 2

TABLE 2: ANALYTICAL RESULTS - DUST WIPE SAMPLES			
Sample ID	Sample Location	Area, in ²	Results, µg/ft ²
301-1	Kitchen Floor	144	<8.0 ¹
301-2	Bedroom 1 Floor	144	<8.0 ¹
301-3	Bedroom 5 Floor	144	<8.0 ¹
301-4	Bedroom 1 Window Sill#7	79.4	43²
301-5	Den 2 Window Sill#14	98.13	<12 ³
301-6	Bedroom 4 Window Sill#13	29.63	140⁴
301-7	Bedroom 5 Window Sill#2	29.81	56⁴
301-8	Exterior Front Porch Floor (Side A)	144	<8.0 ¹
301-9	Exterior Rear Patio Floor (Side C)	144	<8.0 ¹
301-10	Blank		<8.0 ¹
Notes:	<ol style="list-style-type: none"> 1. Reporting limit is 8 µg/ft². 2. Reporting limit is 15 µg/ft². 3. Reporting limit is 12 µg/ft². 4. Reporting limit is 39 µg/ft². 5. Bold indicates a finding of DHRLs. 6. Current HUD & State of Alabama Department of Public Health are as follows: 10 micrograms per square foot (µg/ft²) for interior floors, 100 µg/ft² for interior window sills and 40 micrograms per square foot (µg/ft²) for exterior floors. HUD and the ADPH are currently through rulemaking to incorporate the revised EPA values. 7. Effective January 12, 2026, any reportable level of lead for floors or window sills based on wipe samples analyzed by a NLLAP-recognized laboratory is considered a finding of exceedance of LBP testing values in accordance with EPA regulation 40 CFR 745. 		

Laboratory analysis of the lead wipe samples indicated that there were DLRLs on interior windows sills.

5.4 CONCLUSIONS

Based on the visual assessment and environmental sampling, there were DLRLs on interior windows sills which indicate findings for the risk assessment.

Paint films were primarily in a deteriorated condition.

6.0 RECOMMENDATIONS

No lead-based paint was identified at the residence. Additionally, the window sills had DLRLs which indicate findings for the risk assessment.

BPS

LEAD-BASED PAINT INSPECTION & RISK ASSESSMENT

SINGLE FAMILY RESIDENCE
319 KING STREET
SELMA, DALLAS COUNTY, ALABAMA 36701
PROJECT No.: 26-00003

PREPARED FOR:

CITY OF SELMA
OFFICE OF PLANNING & PLANNING
222 BROAD STREET
SELMA, ALABAMA 36701

MARCH 18, 2026

PREPARED BY:

BUILDING & PROPERTY SCIENCES, LLC
7799 CUMMINGS LOOP
MCCALLA, ALABAMA 35111
PHONE: (205) 807-2872

LEAD-BASED PAINT INSPECTOR/RISK ASSESSOR SIGNATURE

I certify under penalty of law that I am an accredited lead-based paint inspector and risk assessor, licensed to practice in the State of Alabama. The information submitted herein, to the best of my knowledge and belief is true, accurate and complete.



Judith A. Pike

Building & Property Sciences, LLC #ALPB10254B8350C8
Alabama Accreditation No.: LIN & LRA0123288237

March 18, 2026

Date

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Appendix E	Photographs
Appendix F	LBP Inspector/Risk Assessor Credentials

1.0 PURPOSE

Building & Property Sciences, LLC (BPS) representatives performed a lead-based paint (LBP) inspection and risk assessment on the subject property on January 26, 2026. The inspection and risk assessment were performed in an attempt to identify areas of LBP and dust hazards. The following report and enclosed data provide a summary of the findings of this inspection and risk assessment. Please note that the subject property was not surveyed or inspected for any environmental concerns other than LBP.

2.0 SITE INFORMATION

The residence is a one-story wood with wood, aluminum and vinyl windows with a concrete block foundation. The 4 bedroom and 3 bath residence is located at 319 King Street in Selma, Alabama 36701. The construction date is 1930. A figure of the residence layout is provided in Appendix A.

3.0 INSPECTION PROCEDURES

On January 26, 2026, Judith A. Pike was mobilized to the subject property. Utilizing SciAps X-550 Pb Serial No.: 01488 XRF unit, Ms. Pike performed an inspection of the structures in general accordance with Chapter 7 of the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing. Testing locations, and the number of tests performed, were selected based upon the building components in each room equivalent. Actual testing locations were selected at random, however, if an area of damaged or peeling paint was noted, at least one test per component group was focused in the area.

The Lead-Based Paint XRF Test Results indicate the results delivered by the SciAps X-550 Pb Serial No.: 01488 XRF manufacturer's programming format for positive or negative results based upon HUD guidelines for LBP. HUD considers an XRF test indicating paint in concentrations of 1.0 milligrams per square centimeter (mg/cm^2) or greater as positive and concentrations less than 1.0 mg/cm^2 are considered negative. The results from the XRF test are provided in Appendix B. The actual lead content results are provided in the column labeled Pb. In tests where lead was indicated, the XRF was operated to a precision of $\pm 0.1 \text{ mg}/\text{cm}^2$. Locations of components tested are designated as sides A, B, C and D, with Side A being the side of the structure facing the road. Sides B, C and D are labeled in a clockwise manner around the structure. During the inspection, Ms. Pike made calibration checks of the SciAps X-550 Pb upon initial start-up, at 4-hour intervals

and upon completion. The initial and final calibration checks included three test shots and a calibration average with a total of 8 shots. The inspection included 163 more tests for a total of 171 XRF tests performed at the subject property. Individual and company credentials and licenses are included in Appendix F.

4.0 POSITIVE RESULTS

The following table summarizes locations of LBP containing components detected in concentrations of 1.0 mg/cm² or greater as defined by HUD. For specific test locations and results, please refer to Appendix B of this report.

TABLE 1: IDENTIFIED LEAD-BASED PAINT CONTAINING COMPONENTS						
Reading Number	Side	Room	Component	Substrate	Color	Paint Condition
27		Bedroom 1	Ceiling	Wood	Beige	Deteriorated
28	C	Bedroom 1	Crown Molding	Wood	Beige	Deteriorated
36	A	Bedroom 1	Window Frame	Wood	Beige	Deteriorated
41	B	Bedroom 1	Window Sill	Wood	Beige	Deteriorated
42	B	Bedroom 1	Window Frame	Wood	Beige	Deteriorated
46	D	Bedroom 1	Door Frame	Wood	Beige	Deteriorated
47	D	Bedroom 1	Door Jamb	Wood	Beige	Deteriorated
96	B	Bath 2	Door	Wood	White	Intact
149	B	Exterior	Window Sash	Metal	White	Deteriorated
162	B	Exterior	Freize Board	Wood	White	Deteriorated
163	B	Exterior	Rafter Tail	Wood	White	Deteriorated
166	D	Exterior	Freize Board	Wood	White	Deteriorated
167	D	Exterior	Gable	Wood	White	Deteriorated
Notes:	<ol style="list-style-type: none"> 1. Bedroom 2 door and door jamb unpainted. 2. Bath 2 door frame and jamb unpainted. 3. Bedroom 3 door jamb unpainted. 4. No window trim in Den. 5. Den door unpainted. No door trim. 6. Bedroom 4 no baseboards or window trim. 7. Ceramic lower walls Baths 1 & 2. 8. Ceramic baseboards in Hall 1 and Baths 1, 2 & 3. 					

5.0 LEAD HAZARD RISK ASSESSMENT

In general accordance with Chapter 5 of the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, questionnaires, visual assessments of the interior and exterior portions of the residence and environmental sampling were conducted.

5.1 QUESTIONNAIRES

HUD Form 5.0 *Questionnaire for a Lead Hazard Risk Assessment of an Individual Occupied Dwelling Unit* and Form 5.1 *Building Condition for Lead Hazard Assessment* were completed. Copies of the questionnaires are included in Appendix C.

5.2 VISUAL ASSESSMENT

A visual assessment of existing, readily observable structural and building envelope-related conditions was conducted. These conditions include items such as obvious moisture infiltration, significant foundation deficiencies, etc. The visual assessment of the subject structures indicated that the following structural deficiencies were noted: chimney masonry cracked, water stains on interior ceilings, windows boarded up, foundation has cracks and deteriorated paint.

At the time of the assessment, overall paint conditions were observed to be in an intact condition on the exterior and interior surfaces of the residence except as noted in the XRF testing results.

5.3 ENVIRONMENTAL SAMPLING

- Interior and exterior wipe samples were taken. A total of 10 single surface dust wipe samples were collected in general accordance with the criteria established in the HUD Guidelines for the Evaluation and Control of Lead Based Paint in Housing, Chapter 5. Samples were collected from areas within the residence that children are most likely to come into contact with dust, including living rooms, kitchens and designated bedrooms. As of January 12, 2026, the Dust-Lead Reportable Level (DLRL) is any reportable level of lead for floors or window sills based on wipe samples analyzed by a National Lead Laboratory Accreditation (NLLAP) recognized laboratory. The samples were transported with a relevant chain of custody to EMSL Analytical, Inc. (EMSL), an American Industrial Hygiene Association (AIHA LAP, LLC) - ELLAP #157245 accredited laboratory for analysis. Wipes were analyzed by SW-846-7000B. Appendix D to this report provides the results of the laboratory analysis and the chain of custody record.

Laboratory results of the dust wipe samples are summarized in Table 2

TABLE 2: ANALYTICAL RESULTS - DUST WIPE SAMPLES			
Sample ID	Sample Location	Area, in ²	Results, µg/ft ²
319-1	Living Room Floor	144	<8.0 ¹
319-2	Kitchen Floor	144	<8.0 ¹
319-3	Bath 2 Floor	144	<8.0 ¹
319-4	Living Room Window Sill#1	90.19	28²
319-5	Bedroom 1 Window Sill#4	94.5	1,100³
319-6	Bedroom 2 Window Sill#12	81.75	46⁴
319-7	Bedroom 3 Window Sill #6	91	150²
319-8	Bath 3 Floor	144	<8.0 ¹
319-9	Exterior Porch Floor (Side A)	144	17¹
319-10	Blank		<8.0 ¹
Notes:	<ol style="list-style-type: none"> 1. Reporting limit is 8 µg/ft². 2. Reporting limit is 13 µg/ft². 3. Reporting limit is 14 µg/ft². 4. Reporting limit is 2,200 µg/ft². 5. Bold indicates a finding of DHRLs. 6. Current HUD & State of Alabama Department of Public Health are as follows: 10 micrograms per square foot (µg/ft²) for interior floors, 100 µg/ft² for interior window sills and 40 micrograms per square foot (µg/ft²) for exterior floors. HUD and the ADPH are currently through rulemaking to incorporate the revised EPA values. 7. Effective January 12, 2026, any reportable level of lead for floors or window sills based on wipe samples analyzed by a NLLAP-recognized laboratory is considered a finding of exceedance of LBP testing values in accordance with EPA regulation 40 CFR 745. 		

Laboratory analysis of the lead wipe samples indicated that there were DLRLs on interior windows sills and exterior floors.

5.4 CONCLUSIONS

Based on the visual assessment and environmental sampling, there were DLRLs on interior windows sills and exterior floors which are considered dust hazards.

Paint films were primarily in a deteriorated condition.

6.0 RECOMMENDATIONS

Lead-based paint was identified at the residence. Additionally, the window sills and exterior floors had DLRLs which indicate findings for the risk assessment. There does not appear to be soil hazards associated with lead-based paint. The following remedial actions are proposed:

BPS

LEAD-BASED PAINT INSPECTION & RISK ASSESSMENT

SINGLE FAMILY RESIDENCE
319 KING STREET
SELMA, DALLAS COUNTY, ALABAMA 36701
PROJECT No.: 26-00003

PREPARED FOR:

CITY OF SELMA
OFFICE OF PLANNING & PLANNING
222 BROAD STREET
SELMA, ALABAMA 36701

MARCH 18, 2026

PREPARED BY:

BUILDING & PROPERTY SCIENCES, LLC
7799 CUMMINGS LOOP
MCCALLA, ALABAMA 35111
PHONE: (205) 807-2872

LEAD-BASED PAINT INSPECTOR/RISK ASSESSOR SIGNATURE

I certify under penalty of law that I am an accredited lead-based paint inspector and risk assessor, licensed to practice in the State of Alabama. The information submitted herein, to the best of my knowledge and belief is true, accurate and complete.



Judith A. Pike

Building & Property Sciences, LLC #ALPB10254B8350C8
Alabama Accreditation No.: LIN & LRA0123288237

March 18, 2026

Date

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1.0 PURPOSE

Building & Property Sciences, LLC (BPS) representatives performed a lead-based paint (LBP) inspection and risk assessment on the subject property on January 26, 2026. The inspection and risk assessment were performed in an attempt to identify areas of LBP and dust hazards. The following report and enclosed data provide a summary of the findings of this inspection and risk assessment. Please note that the subject property was not surveyed or inspected for any environmental concerns other than LBP.

2.0 SITE INFORMATION

The residence is a one-story wood with wood, aluminum and vinyl windows with a concrete block foundation. The 4 bedroom and 3 bath residence is located at 319 King Street in Selma, Alabama 36701. The construction date is 1930. A figure of the residence layout is provided in Appendix A.

3.0 INSPECTION PROCEDURES

On January 26, 2026, Judith A. Pike was mobilized to the subject property. Utilizing SciAps X-550 Pb Serial No.: 01488 XRF unit, Ms. Pike performed an inspection of the structures in general accordance with Chapter 7 of the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing. Testing locations, and the number of tests performed, were selected based upon the building components in each room equivalent. Actual testing locations were selected at random, however, if an area of damaged or peeling paint was noted, at least one test per component group was focused in the area.

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Notes:	<ol style="list-style-type: none"> 1. Bedroom 2 door and door jamb unpainted. 2. Bath 2 door frame and jamb unpainted. 3. Bedroom 3 door jamb unpainted. 4. No window trim in Den. 5. Den door unpainted. No door trim. 6. Bedroom 4 no baseboards or window trim. 7. Ceramic lower walls Baths 1 & 2. 8. Ceramic baseboards in Hall 1 and Baths 1, 2 & 3. 					

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319-4	Living Room Window Sill#1	90.19	28²
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319-6	Bedroom 2 Window Sill#12	81.75	46⁴
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Laboratory analysis of the lead wipe samples indicated that there were DLRLs on interior windows sills and exterior floors.

5.4 CONCLUSIONS

Based on the visual assessment and environmental sampling, there were DLRLs on interior windows sills and exterior floors which are considered dust hazards.

Paint films were primarily in a deteriorated condition.

6.0 RECOMMENDATIONS

Lead-based paint was identified at the residence. Additionally, the window sills and exterior floors had DLRLs which indicate findings for the risk assessment. There does not appear to be soil hazards associated with lead-based paint. The following remedial actions are proposed:

BPS

LEAD-BASED PAINT INSPECTION & RISK ASSESSMENT

SINGLE FAMILY RESIDENCE

212 SELMA AVENUE
SELMA, DALLAS COUNTY, ALABAMA 36701
PROJECT No.: 25-0051

PREPARED FOR:

CITY OF SELMA
OFFICE OF PLANNING & PLANNING
222 BROAD STREET
SELMA, ALABAMA 36701

JANUARY 4, 2026

PREPARED BY:

BUILDING & PROPERTY SCIENCES, LLC
7799 CUMMINGS LOOP
MCCALLA, ALABAMA 35111
PHONE: (205) 807-2872

LEAD-BASED PAINT INSPECTOR/RISK ASSESSOR SIGNATURE

I certify under penalty of law that I am an accredited lead-based paint inspector and risk assessor, licensed to practice in the State of Alabama. The information submitted herein, to the best of my knowledge and belief is true, accurate and complete.



Judith A. Pike

Building & Property Sciences, LLC #ALPB10254B8350C8
Alabama Accreditation No.: LIN & LRA0123288237

January 4, 2026

Date

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1.0 PURPOSE

Building & Property Sciences, LLC (BPS) representatives performed a lead-based paint (LBP) inspection and risk assessment on the subject property on October 23, 2025. The inspection and risk assessment were performed in an attempt to identify areas of LBP and dust hazards. The following report and enclosed data provide a summary of the findings of this inspection and risk assessment. Please note that the subject property was not surveyed or inspected for any environmental concerns other than LBP.

2.0 SITE INFORMATION

The residence is a one-story wood with wood windows with a brick foundation. The 3 bedroom and 1 bath residence is located at 212 Selma Avenue in Selma, Alabama 36701. The construction date is 1937. A figure of the residence layout is provided in Appendix A.

3.0 INSPECTION PROCEDURES

On October 23, 2025, Judith A. Pike was mobilized to the subject property. Utilizing SciAps X-550 Pb Serial No.: 01488 XRF unit, Ms. Pike performed an inspection of the structures in general accordance with Chapter 7 of the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing. Testing locations, and the number of tests performed, were selected based upon the building components in each room equivalent. Actual testing locations were selected at random, however, if an area of damaged or peeling paint was noted, at least one test per component group was focused in the area.

The Lead-Based Paint XRF Test Results indicate the results delivered by the SciAps X-550 Pb Serial No.: 01488 XRF manufacturer's programming format for positive or negative results based upon HUD guidelines for LBP. HUD considers an XRF test indicating paint in concentrations of 1.0 milligrams per square centimeter (mg/cm^2) or greater as positive and concentrations less than $1.0 \text{ mg}/\text{cm}^2$ are considered negative. The results from the XRF test are provided in Appendix B. The actual lead content results are provided in the column labeled Pb. In tests where lead was indicated, the XRF was operated to a precision of $\pm 0.1 \text{ mg}/\text{cm}^2$. Locations of components tested are designated as sides A, B, C and D, with Side A being the side of the structure facing the road. Sides B, C and D are labeled in a clockwise manner around the structure. During the inspection, Ms. Pike made calibration checks of the SciAps X-550 Pb upon initial start-up, at 4-hour intervals and upon completion. The initial and final calibration checks included three test shots and a

calibration average with a total of 8 shots. The inspection included 194 more tests for a total of 202 XRF tests performed at the subject property. Individual and company credentials and licenses are included in Appendix F.

4.0 POSITIVE RESULTS

The following table summarizes locations of LBP containing components detected in concentrations of 1.0 mg/cm² or greater as defined by HUD. For specific test locations and results, please refer to Appendix B of this report.

TABLE 1: IDENTIFIED LEAD-BASED PAINT CONTAINING COMPONENTS						
Reading Number	Side	Room	Component	Substrate	Color	Paint Condition
248	A	Bathroom 1	Door Jamb	Wood	White	Deteriorated
250	A	Enclosed Porch	Wall	Wood	Green	Deteriorated
251	B	Enclosed Porch	Wall	Wood	Green	Deteriorated
255	A	Enclosed Porch	Door Frame	Wood	White	Deteriorated
256	A	Enclosed Porch	Door Jamb	Wood	White	Deteriorated
257	A	Enclosed Porch	Door	Wood	White	Deteriorated
259	D	Enclosed Porch	Door Frame	Wood	White	Deteriorated
260	D	Enclosed Porch	Door Jamb	Wood	White	Deteriorated
261	D	Enclosed Porch	Door	Wood	White	Deteriorated
269	A	Laundry Room	Closet Wall	Wood	Yellow	Intact
274	A	Storage	Wall	Wood	Tan	Deteriorated
275	B	Storage	Wall	Wood	Tan	Deteriorated
276	C	Storage	Wall	Wood	Tan	Deteriorated
277	D	Storage	Wall	Wood	Tan	Deteriorated
279	C	Storage	Door Frame	Wood	White	Deteriorated
281	C	Storage	Door	Wood	White	Deteriorated
283	A	Storage	Door Jamb	Wood	White	Deteriorated
319	A	Exterior	Wall	Wood	Grey	Intact
320	A	Exterior	Door Frame	Wood	White	Intact
328	A	Exterior	Beam	Wood	White	Deteriorated
329	A	Exterior	Window Frame	Wood	White	Deteriorated
330	A	Exterior	Window Sill	Wood	White	Deteriorated
331	A	Exterior	Window Sash	Wood	White	Deteriorated

TABLE 1: IDENTIFIED LEAD-BASED PAINT CONTAINING COMPONENTS

Reading Number	Side	Room	Component	Substrate	Color	Paint Condition
334	A	Exterior	Beam	Wood	White	Deteriorated
335	A	Exterior	Beam	Wood	White	Deteriorated
338	B	Exterior	Wall	Wood	Grey	Deteriorated
339	B	Exterior	Window Frame	Wood	White	Deteriorated
340	B	Exterior	Window Sill	Wood	White	Deteriorated
353	D	Exterior	Wall	Wood	Grey	Deteriorated
354	D	Exterior	Window Frame	Wood	White	Deteriorated
361	D	Exterior	Window Sash	Wood	White	Deteriorated
362	D	Exterior	Cornerboard	Wood	White	Deteriorated
Notes:	<ol style="list-style-type: none"> 1. Vinyl window located in the Bath. 2. No ceiling in Storage. 3. No baseboards in Bedroom 2, Enclose Porch, Laundry and Storage. 4. No crown molding in Bedroom 1, Enclosed Porch, Laundry and Storage. 5. Soffit & fascia inaccessible 					

5.0 LEAD HAZARD RISK ASSESSMENT

In general accordance with Chapter 5 of the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, questionnaires, visual assessments of the interior and exterior portions of the residence and environmental sampling were conducted.

5.1 QUESTIONNAIRES

HUD Form 5.0 *Questionnaire for a Lead Hazard Risk Assessment of an Individual Occupied Dwelling Unit* and Form 5.1 *Building Condition for Lead Hazard Assessment* were completed. Copies of the questionnaires are included in Appendix C.

5.2 VISUAL ASSESSMENT

A visual assessment of existing, readily observable structural and building envelope-related conditions was conducted. These conditions include items such as obvious moisture infiltration, significant foundation deficiencies, etc. The visual assessment of the subject structures indicated that the following structural deficiencies were noted: roof missing shingles with holes observed, roof in poor condition, chimney masonry in poor condition, exterior walls have large holes, water stains on interior walls and ceilings, walls and ceilings deteriorated, two or more windows broken, foundation has major cracks, Porch in poor condition and more than small amounts of paint in rooms were deteriorated.

At the time of the assessment, overall paint conditions were observed to be in an intact condition on the exterior and interior surfaces of the residence except as noted in the XRF testing results.

5.3 ENVIRONMENTAL SAMPLING

- Interior and exterior wipe samples were taken. A total of 10 single surface dust wipe samples were collected in general accordance with the criteria established in the HUD Guidelines for the Evaluation and Control of Lead Based Paint in Housing, Chapter 5. Samples were collected from areas within the residence that children are most likely to come into contact with dust, including living rooms, kitchens and designated bedrooms. Current lead dust standards for risk assessment are 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for interior floors, 100 $\mu\text{g}/\text{ft}^2$ for interior window sills and 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for exterior floors. **Effective January 12, 2026**, the standards will change to 5 $\mu\text{g}/\text{ft}^2$ for floors and 40 $\mu\text{g}/\text{ft}^2$ for window sills.

BPS

LEAD-BASED PAINT INSPECTION & RISK ASSESSMENT

SINGLE FAMILY RESIDENCE
208 WATER AVENUE
SELMA, DALLAS COUNTY, ALABAMA 36701
PROJECT No.: 25-0057

PREPARED FOR:

CITY OF SELMA
OFFICE OF PLANNING & PLANNING
222 BROAD STREET
SELMA, ALABAMA 36701

FEBRUARY 4, 2026

PREPARED BY:

BUILDING & PROPERTY SCIENCES, LLC
7799 CUMMINGS LOOP
MCCALLA, ALABAMA 35111
PHONE: (205) 807-2872

LEAD-BASED PAINT INSPECTOR/RISK ASSESSOR SIGNATURE

I certify under penalty of law that I am an accredited lead-based paint inspector and risk assessor, licensed to practice in the State of Alabama. The information submitted herein, to the best of my knowledge and belief is true, accurate and complete.



Judith A. Pike

Building & Property Sciences, LLC #ALPB10254B8350C8
Alabama Accreditation No.: LIN & LRA0123288237

February 4, 2026

Date

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1.0 PURPOSE

Building & Property Sciences, LLC (BPS) representatives performed a lead-based paint (LBP) inspection and risk assessment on the subject property on November 4, 2025. The inspection and risk assessment were performed in an attempt to identify areas of LBP and dust hazards. The following report and enclosed data provide a summary of the findings of this inspection and risk assessment. Please note that the subject property was not surveyed or inspected for any environmental concerns other than LBP.

2.0 SITE INFORMATION

The residence is a one-story wood with wood windows with a concrete block foundation. The 3 bedroom and 1 bath residence is located at 208 Water Avenue in Selma, Alabama 36701. The construction date is 1900. A figure of the residence layout is provided in Appendix A.

3.0 INSPECTION PROCEDURES

On November 4, 2025, Judith A. Pike was mobilized to the subject property. Utilizing SciAps X-550 Pb Serial No.: 01488 XRF unit, Ms. Pike performed an inspection of the structures in general accordance with Chapter 7 of the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing. Testing locations, and the number of tests performed, were selected based upon the building components in each room equivalent. Actual testing locations were selected at random, however, if an area of damaged or peeling paint was noted, at least one test per component group was focused in the area.

The Lead-Based Paint XRF Test Results indicate the results delivered by the SciAps X-550 Pb Serial No.: 01488 XRF manufacturer's programming format for positive or negative results based upon HUD guidelines for LBP. HUD considers an XRF test indicating paint in concentrations of 1.0 milligrams per square centimeter (mg/cm^2) or greater as positive and concentrations less than $1.0 \text{ mg}/\text{cm}^2$ are considered negative. The results from the XRF test are provided in Appendix B. The actual lead content results are provided in the column labeled Pb. In tests where lead was indicated, the XRF was operated to a precision of $\pm 0.1 \text{ mg}/\text{cm}^2$. Locations of components tested are designated as sides A, B, C and D, with Side A being the side of the structure facing the road. Sides B, C and D are labeled in a clockwise manner around the structure. During the inspection, Ms. Pike made calibration checks of the SciAps X-550 Pb upon initial start-up, at 4-hour intervals and upon completion. The initial and final calibration checks included three test shots and a

calibration average with a total of 8 shots. The inspection included 182 more tests for a total of 199 XRF tests performed at the subject property. Individual and company credentials and licenses are included in Appendix F.

4.0 POSITIVE RESULTS

The following table summarizes locations of LBP containing components detected in concentrations of 1.0 mg/cm² or greater as defined by HUD. For specific test locations and results, please refer to Appendix B of this report.

TABLE 1: IDENTIFIED LEAD-BASED PAINT CONTAINING COMPONENTS

Reading Number	Side	Room	Component	Substrate	Color	Paint Condition
11	A	Bedroom 1	Window Sash	Wood	White	Deteriorated
13	C	Bedroom 2	Window Sash	Wood	White	Deteriorated
14	D	Den	Door Jamb	Wood	White	Deteriorated
16	A	Den	Window Sill	Wood	White	Deteriorated
32	A	Den	Window Sash	Wood	White	Deteriorated
34	B	Bathroom 1	Window Sash	Wood	White	Deteriorated
46	D	Den	Wall (Fmr Ext)	Wood	Grey	Intact
47	B	Den	Window Frame	Wood	White	Deteriorated
48	B	Den	Window Sill	Wood	White	Deteriorated
49	C	Den	Door	Wood	White	Deteriorated
52	B	Kitchen	Door Jamb	Wood	White	Deteriorated
62	B	Kitchen	Door	Wood	White	Deteriorated
63	C	Kitchen	Window Frame	Wood	White	Deteriorated
77	C	Dining Room	Wall	Wood	White	Deteriorated
90	D	Dining Room	Wall	Wood	White	Deteriorated
93	C	Dining Room	Baseboard	Wood	White	Intact
94	C	Dining Room	Door Frame	Wood	Purple	Intact
98	C	Dining Room	Door Jamb	Wood	Purple	Intact
99	B	Dining Room	Door Frame	Wood	Purple	Intact
106	B	Dining Room	Closet Door Frame	Wood	Purple	Intact
110	B	Dining Room	Closet Door	Wood	Purple	Intact
111	A	Dining Room	Cabinet	Wood	Purple	Deteriorated
118	D	Dining Room	Window Frame	Wood	Purple	Deteriorated
122	D	Dining Room	Window Sill	Wood	White	Deteriorated
125	B	Dining Room	Transom Window	Wood	Purple	Deteriorated
144	D	Bedroom 3	Window Sash	Wood	White	Deteriorated
145	C	Parlor	Door Jamb	Wood	Blue	Intact
146	C	Parlor	Door	Wood	Blue	Intact
156	C	Parlor	Fireplace	Wood	Blue	Intact
157	C	Parlor	Mantle	Wood	Blue	Intact

TABLE 1: IDENTIFIED LEAD-BASED PAINT CONTAINING COMPONENTS

Reading Number	Side	Room	Component	Substrate	Color	Paint Condition
158	D	Parlor	Window Sash	Wood	White	Intact
159	A	Parlor	Window Sash	Wood	White	Intact
160	A	Exterior	Wall	Wood	Tan	Deteriorated
161	A	Exterior	Window Sill	Wood	Tan	Deteriorated
163	A	Exterior	Window Sash	Wood	White	Deteriorated
167		Exterior	Ceiling	Wood	Tan	Deteriorated
171	A	Exterior	Beam	Wood	Tan	Deteriorated
172	A	Exterior	Wall Trim	Wood	Tan	Deteriorated
174	A	Exterior	Cornerboard	Wood	Tan	Deteriorated
175	B	Exterior	Cornerboard	Wood	Tan	Deteriorated
178	B	Exterior	Wall	Wood	Tan	Deteriorated
181	B	Exterior	Window Frame	Wood	Tan	Deteriorated
188	B	Exterior	Window Sash	Wood	Tan	Deteriorated
191	D	Exterior	Window Frame	Wood	Tan	Deteriorated
195	D	Exterior	Window Sill	Wood	Tan	Deteriorated
Notes:	<ol style="list-style-type: none"> 1. Bath has factory finished paneling on lower walls. 2. Deck is unpainted. 3. Soffit & fascia enclosed with metal coil stock and vented vinyl siding. 					

5.0 LEAD HAZARD RISK ASSESSMENT

In general accordance with Chapter 5 of the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, questionnaires, visual assessments of the interior and exterior portions of the residence and environmental sampling were conducted.

5.1 QUESTIONNAIRES

HUD Form 5.0 *Questionnaire for a Lead Hazard Risk Assessment of an Individual Occupied Dwelling Unit* and Form 5.1 *Building Condition for Lead Hazard Assessment* were completed. Copies of the questionnaires are included in Appendix C.

5.2 VISUAL ASSESSMENT

A visual assessment of existing, readily observable structural and building envelope-related conditions was conducted. These conditions include items such as obvious moisture infiltration, significant foundation deficiencies, etc. The visual assessment of the subject structures indicated that the broken gutters and downspouts were the only structural deficiencies noted.

At the time of the assessment, overall paint conditions were observed to be in an deteriorated condition on the exterior and interior surfaces of the residence except as noted in the XRF testing results.

5.3 ENVIRONMENTAL SAMPLING

- Interior and exterior wipe samples were taken. A total of 10 single surface dust wipe samples were collected in general accordance with the criteria established in the HUD Guidelines for the Evaluation and Control of Lead Based Paint in Housing, Chapter 5. Samples were collected from areas within the residence that children are most likely to come into contact with dust, including living rooms, kitchens and designated bedrooms. As of January 12, 2026, the Dust-Lead Reportable Level (DLRL) is any reportable level of lead for floors or window sills based on wipe samples analyzed by a National Lead Laboratory Accreditation (NLLAP) recognized laboratory. The samples were transported with a relevant chain of custody to EMSL Analytical, Inc. (EMSL), an American Industrial Hygiene Association (AIHA LAP, LLC) - ELLAP #157245 accredited laboratory for analysis. Wipes were analyzed by SW-846-7000B. Appendix D to this report provides the results of the laboratory analysis and the chain of custody record.

BPS

LEAD-BASED PAINT INSPECTION & RISK ASSESSMENT

SINGLE FAMILY RESIDENCE
27 EDGEWOOD DRIVE
SELMA, DALLAS COUNTY, ALABAMA 36701
PROJECT No.: 25-0054

PREPARED FOR:

CITY OF SELMA
OFFICE OF PLANNING & PLANNING
222 BROAD STREET
SELMA, ALABAMA 36701

JANUARY 5, 2026
REVISED 2/2/2026

PREPARED BY:

BUILDING & PROPERTY SCIENCES, LLC
7799 CUMMINGS LOOP
MCCALLA, ALABAMA 35111
PHONE: (205) 807-2872

LEAD-BASED PAINT INSPECTOR/RISK ASSESSOR SIGNATURE

I certify under penalty of law that I am an accredited lead-based paint inspector and risk assessor, licensed to practice in the State of Alabama. The information submitted herein, to the best of my knowledge and belief is true, accurate and complete.



Judith A. Pike

Building & Property Sciences, LLC #ALPB10254B8350C8
Alabama Accreditation No.: LIN & LRA0123288237

February 2, 2026

Date

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1.0 PURPOSE

Building & Property Sciences, LLC (BPS) representatives performed a lead-based paint (LBP) inspection and risk assessment on the subject property on October 29, 2025. The inspection and risk assessment were performed in an attempt to identify areas of LBP and dust hazards. The following report and enclosed data provide a summary of the findings of this inspection and risk assessment. Please note that the subject property was not surveyed or inspected for any environmental concerns other than LBP.

2.0 SITE INFORMATION

The residence is a one-story wood with wood windows with a concrete block foundation. The 3 bedroom and 1 bath residence is located at 27 Edgewood Drive in Selma, Alabama 36701. The construction date is 1947. A figure of the residence layout is provided in Appendix A.

3.0 INSPECTION PROCEDURES

On October 29, 2025, Judith A. Pike was mobilized to the subject property. Utilizing SciAps X-550 Pb Serial No.: 01488 XRF unit, Ms. Pike performed an inspection of the structures in general accordance with Chapter 7 of the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing. Testing locations, and the number of tests performed, were selected based upon the building components in each room equivalent. Actual testing locations were selected at random, however, if an area of damaged or peeling paint was noted, at least one test per component group was focused in the area.

The Lead-Based Paint XRF Test Results indicate the results delivered by the SciAps X-550 Pb Serial No.: 01488 XRF manufacturer's programming format for positive or negative results based upon HUD guidelines for LBP. HUD considers an XRF test indicating paint in concentrations of 1.0 milligrams per square centimeter (mg/cm^2) or greater as positive and concentrations less than $1.0 \text{ mg}/\text{cm}^2$ are considered negative. The results from the XRF test are provided in Appendix B. The actual lead content results are provided in the column labeled Pb. In tests where lead was indicated, the XRF was operated to a precision of $\pm 0.1 \text{ mg}/\text{cm}^2$. Locations of components tested are designated as sides A, B, C and D, with Side A being the side of the structure facing the road. Sides B, C and D are labeled in a clockwise manner around the structure. During the inspection, Ms. Pike made calibration checks of the SciAps X-550 Pb upon initial start-up, at 4-hour intervals and upon completion. The initial and final calibration checks included three test shots and a

calibration average with a total of 8 shots. The inspection included 160 more tests for a total of 168 XRF tests performed at the subject property. Individual and company credentials and licenses are included in Appendix F.

4.0 POSITIVE RESULTS

The following table summarizes locations of LBP containing components detected in concentrations of 1.0 mg/cm² or greater as defined by HUD. For specific test locations and results, please refer to Appendix B of this report.

TABLE 1: IDENTIFIED LEAD-BASED PAINT CONTAINING COMPONENTS						
Reading Number	Side	Room	Component	Substrate	Color	Paint Condition
11	A	Living Room	Door Jamb	Wood	White	Deteriorated
13	A	Living Room	Window Frame	Wood	White	Deteriorated
14	A	Living Room	Window Sill	Wood	White	Deteriorated
16	A	Living Room	Window Sash	Wood	White	Deteriorated
32	D	Dining Room	Door Frame	Wood	White	Intact
34	D	Dining Room	Door	Wood	White	Intact
46	D	Kitchen	Closet Door	Wood	White	Intact
47	D	Kitchen	Closet Door Frame	Wood	White	Intact
48	D	Kitchen	Closet Door Jamb	Wood	White	Intact
49	C	Kitchen	Window Frame	Wood	White	Intact
52	C	Kitchen	Window Sash	Wood	White	Intact
62	A	Laundry Room	Door Frame	Wood	White	Intact
63	A	Laundry Room	Door Jamb	Wood	White	Intact
77	B	Bedroom 1	Door Frame	Wood	White	Intact
90	D	Bedroom 2	Baseboard	Wood	White	Intact
93	A	Bedroom 2	Door	Wood	White	Intact
94	A	Bedroom 2	Closet Door	Wood	White	Intact
98	D	Bedroom 2	Window Sill	Wood	White	Intact
99	D	Bedroom 2	Window Sash	Wood	White	Intact
106	A	Bathroom 1	Door Jamb	Wood	White	Intact
110	B	Bathroom 1	Closet Door Jamb	Wood	White	Intact
111	B	Bathroom 1	Wall	Wood	White	Intact
118	B	Bedroom 3	Door Jamb	Wood	White	Intact
122	C	Bedroom 3	Closet Door Jamb	Wood	White	Intact
125	A	Bedroom 3	Window Sash	Wood	White	Intact
144	A	Exterior	Ceiling	Wood	White	Intact

TABLE 1: IDENTIFIED LEAD-BASED PAINT CONTAINING COMPONENTS

Reading Number	Side	Room	Component	Substrate	Color	Paint Condition
145	A	Exterior	Beam	Wood	White	Intact
146	A	Exterior	Soffit	Wood	White	Intact
156	C	Exterior	Window Sash	Wood	White	Intact
Notes:	<ol style="list-style-type: none">1. Bath has factory finished paneling on lower walls.2. Deck is unpainted.3. Soffit & fascia enclosed with metal coil stock and vented vinyl siding.					

5.0 LEAD HAZARD RISK ASSESSMENT

In general accordance with Chapter 5 of the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, questionnaires, visual assessments of the interior and exterior portions of the residence and environmental sampling were conducted.

5.1 QUESTIONNAIRES

HUD Form 5.0 *Questionnaire for a Lead Hazard Risk Assessment of an Individual Occupied Dwelling Unit* and Form 5.1 *Building Condition for Lead Hazard Assessment* were completed. Copies of the questionnaires are included in Appendix C.

5.2 VISUAL ASSESSMENT

A visual assessment of existing, readily observable structural and building envelope-related conditions was conducted. These conditions include items such as obvious moisture infiltration, significant foundation deficiencies, etc. The visual assessment of the subject structures indicated that there were no structural deficiencies were noted.

At the time of the assessment, overall paint conditions were observed to be in an intact condition on the exterior and interior surfaces of the residence except as noted in the XRF testing results.

5.3 ENVIRONMENTAL SAMPLING

- Interior and exterior wipe samples were taken. A total of 10 single surface dust wipe samples were collected in general accordance with the criteria established in the HUD Guidelines for the Evaluation and Control of Lead Based Paint in Housing, Chapter 5. Samples were collected from areas within the residence that children are most likely to come into contact with dust, including living rooms, kitchens and designated bedrooms. As of January 12, 2026, the Dust-Lead Reportable Level (DLRL) is any reportable level of lead for floors or window sills based on wipe samples analyzed by a National Lead Laboratory Accreditation (NLLAP) recognized laboratory. The samples were transported with a relevant chain of custody to EMSL Analytical, Inc. (EMSL), an American Industrial Hygiene Association (AIHA LAP, LLC) - ELLAP #157245 accredited laboratory for analysis. Wipes were analyzed by SW-846-7000B. Appendix D to this report provides the results of the laboratory analysis and the chain of custody record.

Laboratory results of the dust wipe samples are summarized in Table 2

BPS

LEAD-BASED PAINT INSPECTION & RISK ASSESSMENT

SINGLE FAMILY RESIDENCE
133 FELIX ROAD
SELMA, DALLAS COUNTY, ALABAMA 36701
PROJECT No.: 25-0068

PREPARED FOR:

CITY OF SELMA
OFFICE OF PLANNING & PLANNING
222 BROAD STREET
SELMA, ALABAMA 36701

MARCH 10, 2026

PREPARED BY:

BUILDING & PROPERTY SCIENCES, LLC
7799 CUMMINGS LOOP
MCCALLA, ALABAMA 35111
PHONE: (205) 807-2872

LEAD-BASED PAINT INSPECTOR/RISK ASSESSOR SIGNATURE

I certify under penalty of law that I am an accredited lead-based paint inspector and risk assessor, licensed to practice in the State of Alabama. The information submitted herein, to the best of my knowledge and belief is true, accurate and complete.



Judith A. Pike

Building & Property Sciences, LLC #ALPB10254B8350C8
Alabama Accreditation No.: LIN & LRA0123288237

March 10, 2026

Date

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Appendix F	LBP Inspector/Risk Assessor Credentials

1.0 PURPOSE

Building & Property Sciences, LLC (BPS) representatives performed a lead-based paint (LBP) inspection and risk assessment on the subject property on November 25, 2025. The inspection and risk assessment were performed in an attempt to identify areas of LBP and dust hazards. The following report and enclosed data provide a summary of the findings of this inspection and risk assessment. Please note that the subject property was not surveyed or inspected for any environmental concerns other than LBP.

2.0 SITE INFORMATION

The residence is one-story brick along with aluminum windows on a slab on grade foundation. The 2 bedroom and 1 bath residence is located at 133 Felix Road in Selma, Alabama 36701. The construction date is 1958. A figure of the residence layout is provided in Appendix A.

3.0 INSPECTION PROCEDURES

On November 25, 2025, Judith A. Pike was mobilized to the subject property. Utilizing SciAps X-550 Pb Serial No.: 01488 XRF unit, Ms. Pike performed an inspection of the structures in general accordance with Chapter 7 of the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing. Testing locations, and the number of tests performed, were selected based upon the building components in each room equivalent. Actual testing locations were selected at random, however, if an area of damaged or peeling paint was noted, at least one test per component group was focused in the area.

The Lead-Based Paint XRF Test Results indicate the results delivered by the SciAps X-550 Pb Serial No.: 01488 XRF manufacturer's programming format for positive or negative results based upon HUD guidelines for LBP. HUD considers an XRF test indicating paint in concentrations of 1.0 milligrams per square centimeter (mg/cm^2) or greater as positive and concentrations less than $1.0 \text{ mg}/\text{cm}^2$ are considered negative. The results from the XRF test are provided in Appendix B. The actual lead content results are provided in the column labeled Pb. In tests where lead was indicated, the XRF was operated to a precision of $\pm 0.1 \text{ mg}/\text{cm}^2$. Locations of components tested are designated as sides A, B, C and D, with Side A being the side of the structure facing the road. Sides B, C and D are labeled in a clockwise manner around the structure. During the inspection, Ms. Pike made calibration checks of the SciAps X-550 Pb upon initial start-up, at 4-hour intervals and upon completion. The initial and final calibration checks included three test shots and a

calibration average with a total of 8 shots. The inspection included 71 more tests for a total of 79 XRF tests performed at the subject property. Individual and company credentials and licenses are included in Appendix F.

4.0 POSITIVE RESULTS

The following table summarizes locations of LBP containing components detected in concentrations of 1.0 mg/cm² or greater as defined by HUD. For specific test locations and results, please refer to Appendix B of this report.

TABLE 1: IDENTIFIED LEAD-BASED PAINT CONTAINING COMPONENTS						
Reading Number	Side	Room	Component	Substrate	Color	Paint Condition
NO LEAD-BASED PAINTED COMPONENTS IDENTIFIED						
Notes:			1. Factory finished paneling Walls in Living Room, Hall and Kitchen and ceiling in Hall and Kitchen. 2. 1'x1' ceiling tiles in Bedroom 1, Bedroom 2 and Bath. 3. Exterior asphalt shingle siding. 4. No painted components on Bath window.			

5.0 LEAD HAZARD RISK ASSESSMENT

In general accordance with Chapter 5 of the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, questionnaires, visual assessments of the interior and exterior portions of the residence and environmental sampling were conducted.

5.1 QUESTIONNAIRES

HUD Form 5.0 *Questionnaire for a Lead Hazard Risk Assessment of an Individual Occupied Dwelling Unit* and Form 5.1 *Building Condition for Lead Hazard Assessment* were completed. Copies of the questionnaires are included in Appendix C.

5.2 VISUAL ASSESSMENT

A visual assessment of existing, readily observable structural and building envelope-related conditions was conducted. These conditions include items such as obvious moisture infiltration, significant foundation deficiencies, etc. The visual assessment of the subject structure indicated that there were no following structural deficiencies.

At the time of the assessment, overall paint conditions were observed to be in a deteriorated condition on the exterior and interior surfaces of the residence except as noted in the XRF testing results.

5.3 ENVIRONMENTAL SAMPLING

- Interior and exterior wipe samples were taken. A total of 10 single surface dust wipe samples were collected in general accordance with the criteria established in the HUD Guidelines for the Evaluation and Control of Lead Based Paint in Housing, Chapter 5. Samples were collected from areas within the residence that children are most likely to come into contact with dust, including living rooms, kitchens and designated bedrooms. As of January 12, 2026, the Dust-Lead Reportable Level (DLRL) is any reportable level of lead for floors or window sills based on wipe samples analyzed by a National Lead Laboratory Accreditation (NLLAP) recognized laboratory.
- The samples were transported with a relevant chain of custody to EMSL Analytical, Inc. (EMSL), an American Industrial Hygiene Association (AIHA LAP, LLC) - ELLAP #157245 accredited laboratory for analysis. Wipes were analyzed by SW-846-7000B. Appendix D to this report provides the results of the laboratory analysis and the chain of custody record.

Laboratory results of the dust wipe samples are summarized in Table 2

TABLE 2: ANALYTICAL RESULTS - DUST WIPE SAMPLES			
Sample ID	Sample Location	Area, in ²	Results, µg/ft ²
133-1	Living Room Floor	144	<8.0 ¹
133-2	Bath Floor	144	<8.0 ¹
133-3	Kitchen Floor	144	<8.0 ¹
133-4	Living Room Window Sill#1	522	<2.2 ²
133-5	Bedroom 2 Window Sill#4	258	7.7³
133-6	Bath Window Sill#5	221	19⁴
133-7	Kitchen Window Sill#6	188	<9.8 ⁵
133-8	Exterior Front Porch Floor (Side A)	144	<8.0 ¹
133-9	Exterior Rear Porch Floor (Side C)	144	12¹
133-10	Blank		<8.0 ¹
Notes:	<ol style="list-style-type: none"> 1. Reporting limit is 8 µg/ft². 2. Reporting limit is 2.2 µg/ft². 3. Reporting limit is 4.5 µg/ft². 4. Reporting limit is 5.2 µg/ft². 5. Reporting limit is 9.8 µg/ft². 6. Bold indicates a finding of DHRLs. 7. Current HUD & State of Alabama Department of Public Health are as follows: 10 micrograms per square foot (µg/ft²) for interior floors, 100 µg/ft² for interior window sills and 40 micrograms per square foot (µg/ft²) for exterior floors. HUD and the ADPH are currently through rulemaking to incorporate the revised EPA values. 8. Effective January 12, 2026, any reportable level of lead for floors or window sills based on wipe samples analyzed by a NLLAP-recognized laboratory is considered a finding of exceedance of LBP testing values in accordance with EPA regulation 40 CFR 745. 		

Laboratory analysis of the lead wipe samples indicated that there were DLRLs on interior window sills and exterior floors.

5.4 CONCLUSIONS

Based on the visual assessment and environmental sampling, there were DLRLs on interior windows sills and exterior floors which indicate findings for the risk assessment.

Paint films were primarily in deteriorated condition.

6.0 RECOMMENDATIONS

No lead-based paint was identified at the residence. Additionally, the window sills and exterior floors had DLRLs which indicate findings for the risk assessment.

BPS

LEAD-BASED PAINT INSPECTION & RISK ASSESSMENT

SINGLE FAMILY RESIDENCE
111 WHEELER AVENUE
SELMA, DALLAS COUNTY, ALABAMA 36701
PROJECT No.: 25-0073

PREPARED FOR:

CITY OF SELMA
OFFICE OF PLANNING & PLANNING
222 BROAD STREET
SELMA, ALABAMA 36701

MARCH 11, 2026

PREPARED BY:

BUILDING & PROPERTY SCIENCES, LLC
7799 CUMMINGS LOOP
MCCALLA, ALABAMA 35111
PHONE: (205) 807-2872

LEAD-BASED PAINT INSPECTOR/RISK ASSESSOR SIGNATURE

I certify under penalty of law that I am an accredited lead-based paint inspector and risk assessor, licensed to practice in the State of Alabama. The information submitted herein, to the best of my knowledge and belief is true, accurate and complete.



Judith A. Pike

Building & Property Sciences, LLC #ALPB10254B8350C8
Alabama Accreditation No.: LIN & LRA0123288237

March 11, 2026

Date

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Appendix D	Laboratory Results
Appendix E	Photographs
Appendix F	LBP Inspector/Risk Assessor Credentials

1.0 PURPOSE

Building & Property Sciences, LLC (BPS) representatives performed a lead-based paint (LBP) inspection and risk assessment on the subject property on December 16, 2025. The inspection and risk assessment were performed in an attempt to identify areas of LBP and dust hazards. The following report and enclosed data provide a summary of the findings of this inspection and risk assessment. Please note that the subject property was not surveyed or inspected for any environmental concerns other than LBP.

2.0 SITE INFORMATION

The residence is a one-story wood with wood windows with a brick foundation. The 2 bedroom and 1 bath residence is located at 111 Wheeler Avenue in Selma, Alabama 36701. The construction date is 1950. A figure of the residence layout is provided in Appendix A.

3.0 INSPECTION PROCEDURES

On December 16, 2025, Judith A. Pike was mobilized to the subject property. Utilizing SciAps X-550 Pb Serial No.: 01488 XRF unit, Ms. Pike performed an inspection of the structures in general accordance with Chapter 7 of the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing. Testing locations, and the number of tests performed, were selected based upon the building components in each room equivalent. Actual testing locations were selected at random, however, if an area of damaged or peeling paint was noted, at least one test per component group was focused in the area.

The Lead-Based Paint XRF Test Results indicate the results delivered by the SciAps X-550 Pb Serial No.: 01488 XRF manufacturer's programming format for positive or negative results based upon HUD guidelines for LBP. HUD considers an XRF test indicating paint in concentrations of 1.0 milligrams per square centimeter (mg/cm^2) or greater as positive and concentrations less than $1.0 \text{ mg}/\text{cm}^2$ are considered negative. The results from the XRF test are provided in Appendix B. The actual lead content results are provided in the column labeled Pb. In tests where lead was indicated, the XRF was operated to a precision of $\pm 0.1 \text{ mg}/\text{cm}^2$. Locations of components tested are designated as sides A, B, C and D, with Side A being the side of the structure facing the road. Sides B, C and D are labeled in a clockwise manner around the structure. During the inspection, Ms. Pike made calibration checks of the SciAps X-550 Pb upon initial start-up, at 4-hour intervals and upon completion. The initial and final calibration checks included three test shots and a

calibration average with a total of 8 shots. The inspection included 162 more tests for a total of 170 XRF tests performed at the subject property. Individual and company credentials and licenses are included in Appendix F.

4.0 POSITIVE RESULTS

The following table summarizes locations of LBP containing components detected in concentrations of 1.0 mg/cm² or greater as defined by HUD. For specific test locations and results, please refer to Appendix B of this report.

TABLE 1: IDENTIFIED LEAD-BASED PAINT CONTAINING COMPONENTS						
Reading Number	Side	Room	Component	Substrate	Color	Paint Condition
10	A	Living Room	Door Frame	Wood	White	Intact
11	A	Living Room	Door Jamb	Wood	White	Deteriorated
21	C	Living Room	Door Casing	Wood	White	Intact
24	D	Living Room	Door	Wood	White	Deteriorated
25	D	Living Room	Door Jamb	Wood	White	Deteriorated
26	D	Living Room	Door Frame	Wood	White	Deteriorated
38	C	Dining Room	Door Frame	Wood	White	Intact
40	D	Dining Room	Door Jamb	Wood	White	Deteriorated
41	D	Dining Room	Door Frame	Wood	White	Deteriorated
49	A	Kitchen	Door Frame	Wood	White	Deteriorated
50	A	Kitchen	Door Jamb	Wood	White	Deteriorated
52	D	Kitchen	Door Frame	Wood	White	Deteriorated
75	B	Den	Door Frame	Wood	Brown	Intact
82		Den	Attic Access Frame	Wood	Brown	Intact
89	A	Bedroom 1	Door Frame	Wood	Brown	Deteriorated
90	A	Bedroom 1	Door Jamb	Wood	Cream	Intact
92	A	Bedroom 1	Door	Wood	Cream	Intact
94	B	Bedroom 1	Door Frame	Wood	Cream	Intact
95	B	Bedroom 1	Door Jamb	Wood	Cream	Deteriorated
98	B	Bedroom 1	Closet Door Frame	Wood	Brown	Deteriorated
113	A	Bathroom 1	Door Jamb	Wood	Beige	Deteriorated
115	A	Bathroom 1	Door	Wood	Beige	Deteriorated
116	C	Bathroom 1	Door	Wood	Beige	Deteriorated
117	C	Bathroom 1	Door Jamb	Wood	Beige	Deteriorated
135	B	Bedroom 2	Door	Wood	White	Deteriorated
139	C	Bedroom 2	Door Jamb	Wood	White	Deteriorated
140	C	Bedroom 2	Door Frame	Wood	White	Deteriorated
149	A	Exterior	Wall	Wood	White	Deteriorated
150	A	Exterior	Window Frame	Wood	White	Deteriorated
153	A	Exterior	Ceiling	Wood	White	Deteriorated

TABLE 1: IDENTIFIED LEAD-BASED PAINT CONTAINING COMPONENTS

Reading Number	Side	Room	Component	Substrate	Color	Paint Condition
154	A	Exterior	Beam	Wood	White	Deteriorated
155	A	Exterior	Column	Wood	White	Deteriorated
156	A	Exterior	Column Base	Wood	White	Deteriorated
157	A	Exterior	Wall Trim	Wood	White	Deteriorated
164	A	Exterior	Door Frame	Wood	White	Deteriorated
165	B	Exterior	Door Jamb	Wood	White	Deteriorated
166	B	Exterior	Door	Wood	White	Deteriorated
Notes:			<ol style="list-style-type: none">1. Bath has factory finished paneling on lower walls.2. Deck is unpainted.3. Sides B, C & D have vinyl siding.4. Soffit & fascia enclosed with metal coil stock and vented vinyl siding.			

5.0 LEAD HAZARD RISK ASSESSMENT

In general accordance with Chapter 5 of the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, questionnaires, visual assessments of the interior and exterior portions of the residence and environmental sampling were conducted.

5.1 QUESTIONNAIRES

HUD Form 5.0 *Questionnaire for a Lead Hazard Risk Assessment of an Individual Occupied Dwelling Unit* and Form 5.1 *Building Condition for Lead Hazard Assessment* were completed. Copies of the questionnaires are included in Appendix C.

5.2 VISUAL ASSESSMENT

A visual assessment of existing, readily observable structural and building envelope-related conditions was conducted. These conditions include items such as obvious moisture infiltration, significant foundation deficiencies, etc. The visual assessment of the subject structures indicated that the following structural deficiencies were noted: Chimney masonry cracked and water stains on ceiling.

At the time of the assessment, overall paint conditions were observed to be in an intact condition on the exterior and interior surfaces of the residence except as noted in the XRF testing results.

5.3 ENVIRONMENTAL SAMPLING

- Interior and exterior wipe samples were taken. A total of 10 single surface dust wipe samples were collected in general accordance with the criteria established in the HUD Guidelines for the Evaluation and Control of Lead Based Paint in Housing, Chapter 5. Samples were collected from areas within the residence that children are most likely to come into contact with dust, including living rooms, kitchens and designated bedrooms. As of January 12, 2026, the Dust-Lead Reportable Level (DLRL) is any reportable level of lead for floors or window sills based on wipe samples analyzed by a National Lead Laboratory Accreditation (NLLAP) recognized laboratory. The samples were transported with a relevant chain of custody to EMSL Analytical, Inc. (EMSL), an American Industrial Hygiene Association (AIHA LAP, LLC) - ELLAP #157245 accredited laboratory for analysis. Wipes were analyzed by SW-846-7000B. Appendix D to this report provides the results of the laboratory analysis and the chain of custody record.

BPS

LEAD-BASED PAINT INSPECTION & RISK ASSESSMENT

SINGLE FAMILY RESIDENCE
204 FORREST AVENUE
SELMA, DALLAS COUNTY, ALABAMA 36701
PROJECT No.: 25-0074

PREPARED FOR:

CITY OF SELMA
OFFICE OF PLANNING & PLANNING
222 BROAD STREET
SELMA, ALABAMA 36701

MARCH 16, 2026

PREPARED BY:

BUILDING & PROPERTY SCIENCES, LLC
7799 CUMMINGS LOOP
MCCALLA, ALABAMA 35111
PHONE: (205) 807-2872

LEAD-BASED PAINT INSPECTOR/RISK ASSESSOR SIGNATURE

I certify under penalty of law that I am an accredited lead-based paint inspector and risk assessor, licensed to practice in the State of Alabama. The information submitted herein, to the best of my knowledge and belief is true, accurate and complete.



Judith A. Pike

Building & Property Sciences, LLC #ALPB10254B8350C8
Alabama Accreditation No.: LIN & LRA0123288237

March 16, 2026

Date

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1.0 PURPOSE

Building & Property Sciences, LLC (BPS) representatives performed a lead-based paint (LBP) inspection and risk assessment on the subject property on December 16, 2025. The inspection and risk assessment were performed in an attempt to identify areas of LBP and dust hazards. The following report and enclosed data provide a summary of the findings of this inspection and risk assessment. Please note that the subject property was not surveyed or inspected for any environmental concerns other than LBP.

2.0 SITE INFORMATION

The residence is one-story frame with vinyl siding along with vinyl, wood and aluminum windows on a concrete block foundation. The 3 bedroom and 1 bath residence is located at 204 Forrest Avenue in Selma, Alabama 36701. The construction date is 1956. A figure of the residence layout is provided in Appendix A.

3.0 INSPECTION PROCEDURES

On December 16, 2025, Judith A. Pike was mobilized to the subject property. Utilizing SciAps X-550 Pb Serial No.: 01488 XRF unit, Ms. Pike performed an inspection of the structures in general accordance with Chapter 7 of the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing. Testing locations, and the number of tests performed, were selected based upon the building components in each room equivalent. Actual testing locations were selected at random, however, if an area of damaged or peeling paint was noted, at least one test per component group was focused in the area.

The Lead-Based Paint XRF Test Results indicate the results delivered by the SciAps X-550 Pb Serial No.: 01488 XRF manufacturer's programming format for positive or negative results based upon HUD guidelines for LBP. HUD considers an XRF test indicating paint in concentrations of 1.0 milligrams per square centimeter (mg/cm^2) or greater as positive and concentrations less than $1.0 \text{ mg}/\text{cm}^2$ are considered negative. The results from the XRF test are provided in Appendix B. The actual lead content results are provided in the column labeled Pb. In tests where lead was indicated, the XRF was operated to a precision of $\pm 0.1 \text{ mg}/\text{cm}^2$. Locations of components tested are designated as sides A, B, C and D, with Side A being the side of the structure facing the road. Sides B, C and D are labeled in a clockwise manner around the structure. During the inspection, Ms. Pike made calibration checks of the SciAps X-550 Pb upon initial start-up, at 4-hour intervals

and upon completion. The initial and final calibration checks included three test shots and a calibration average with a total of 8 shots. The inspection included 126 more tests for a total of 134 XRF tests performed at the subject property. Individual and company credentials and licenses are included in Appendix F.

4.0 POSITIVE RESULTS

The following table summarizes locations of LBP containing components detected in concentrations of 1.0 mg/cm² or greater as defined by HUD. For specific test locations and results, please refer to Appendix B of this report.

TABLE 1: IDENTIFIED LEAD-BASED PAINT CONTAINING COMPONENTS						
Reading Number	Side	Room	Component	Substrate	Color	Paint Condition
NO LEAD-BASED PAINTED COMPONENTS IDENTIFIED						
Notes:	1. Covered deck on Side A, rails on Side C unpainted. 2. No painted window components in Living Room.					

5.0 LEAD HAZARD RISK ASSESSMENT

In general accordance with Chapter 5 of the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, questionnaires, visual assessments of the interior and exterior portions of the residence and environmental sampling were conducted.

5.1 QUESTIONNAIRES

HUD Form 5.0 *Questionnaire for a Lead Hazard Risk Assessment of an Individual Occupied Dwelling Unit* and Form 5.1 *Building Condition for Lead Hazard Assessment* were completed. Copies of the questionnaires are included in Appendix C.

5.2 VISUAL ASSESSMENT

A visual assessment of existing, readily observable structural and building envelope-related conditions was conducted. These conditions include items such as obvious moisture infiltration, significant foundation deficiencies, etc. The visual assessment of the subject structure indicated that there were no structural deficiencies.

At the time of the assessment, overall paint conditions were observed to be in a deteriorated condition on the exterior and interior surfaces of the residence except as noted in the XRF testing results.

5.3 ENVIRONMENTAL SAMPLING

- Interior and exterior wipe samples were taken. A total of 10 single surface dust wipe samples were collected in general accordance with the criteria established in the HUD Guidelines for the Evaluation and Control of Lead Based Paint in Housing, Chapter 5. Samples were collected from areas within the residence that children are most likely to come into contact with dust, including living rooms, kitchens and designated bedrooms. As of January 12, 2026, the Dust-Lead Reportable Level (DLRL) is any reportable level of lead for floors or window sills based on wipe samples analyzed by a National Lead Laboratory Accreditation (NLLAP) recognized laboratory.
- The samples were transported with a relevant chain of custody to EMSL Analytical, Inc. (EMSL), an American Industrial Hygiene Association (AIHA LAP, LLC) - ELLAP #157245 accredited laboratory for analysis. Wipes were analyzed by SW-846-7000B. Appendix D to this report provides the results of the laboratory analysis and the chain of custody record.

Laboratory results of the dust wipe samples are summarized in Table 2

TABLE 2: ANALYTICAL RESULTS - DUST WIPE SAMPLES			
Sample ID	Sample Location	Area, in ²	Results, µg/ft ²
204-1	Living Room Floor	144	<8.0 ¹
204-2	Bath Floor	144	<8.0 ¹
204-3	Kitchen Floor	144	<8.0 ¹
204-4	Dining Room Floor	144	<8.0 ¹
204-5	Bath Window Sill#4	54	<21 ²
204-6	Bedroom 3 Window Sill#6	104	24³
204-7	Kitchen Window Sill#7	112	<10 ⁴
204-8	Dining Room Window Sill#8	119	20⁵
204-9	Exterior Front Porch Floor (Side A)	144	<8.0 ¹
204-10	Blank		<8.0 ¹
Notes:	<ol style="list-style-type: none"> 1. Reporting limit is 8 µg/ft². 2. Reporting limit is 21 µg/ft². 3. Reporting limit is 11 µg/ft². 4. Reporting limit is 10 µg/ft². 5. Reporting limit is 9.7 µg/ft². 6. Bold indicates a finding of DHRLs. 7. Current HUD & State of Alabama Department of Public Health are as follows: 10 micrograms per square foot (µg/ft²) for interior floors, 100 µg/ft² for interior window sills and 40 micrograms per square foot (µg/ft²) for exterior floors. HUD and the ADPH are currently through rulemaking to incorporate the revised EPA values. 8. Effective January 12, 2026, any reportable level of lead for floors or window sills based on wipe samples analyzed by a NLLAP-recognized laboratory is considered a finding of exceedance of LBP testing values in accordance with EPA regulation 40 CFR 745. 		

Laboratory analysis of the lead wipe samples indicated that there were DLRLs on interior windows sills.

5.4 CONCLUSIONS

Based on the visual assessment and environmental sampling, there were DLRLs on interior windows sills which indicate findings for the risk assessment.

Paint films were primarily in a deteriorated condition.

6.0 RECOMMENDATIONS

No lead-based paint was identified at the residence. Additionally, the window sills had DLRLs which indicate findings for the risk assessment.