# RESOLUTION NO. 17-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized, to enter into a contract between the City of Huntsville and the low bidder, Pearce Construction Company, Inc., in the amount of TWO MILLION ONE HUNDRED EIGHTY-TWO THOUSAND THREE HUNDRED SIXTY-THREE AND NO/100 DOLLARS (\$2,182,363.00) for Merchant's Square Parking Deck, Base Bid and Option #1, Option #2 and Option #3, Project No. 71-17-SP45, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Contract between City of Huntsville and Pearce Construction Company, Inc. for Merchant's Square Parking Deck, Base Bid and Option #1, Option #2 and Option #3, Project No. 71-17-SP45" consisting of a total of one (1) page plus one hundred forty-one (141) additional pages consisting of Attachments A1-K, Supplement to General Requirements for Construction of Public Improvements and all Addenda, "Certification of Compliance with Title 39, Code of Alabama", and "E-Verify Statement", and the date of September 14, 2017, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the14 <sup>th</sup> day of	of September , 2017.
	President of the City Council of the City of Huntsville, Alabama
APPROVED this the 14th day o	f September , 2017.
	Mayor of the City of Huntsville, Alabama

#### CONTRACT BETWEEN CITY OF HUNTSVILLE

# AND PEARCE CONSTRUCTION COMPANY, INC. FOR

# MERCHANT'S SQUARE PARKING DECK, BASE BID AND OPTON #1, OPTION #2 AND OPTION #3 PROJECT NO. 71-17-SP45

STATE OF ALABAMA} MADISON COUNTY}

THIS CONTRACT, made and entered into this 14th day of September, 2017, between the CITY OF HUNTSVILLE, ALABAMA, a Municipal Corporation, sometimes referred to herein as City, and PEARCE CONSTRUCTION COMPANY, INC., sometimes referred to herein as Contractor.

#### -WITNESSETH-

WHEREAS, the City desires to install, construct or make certain improvements known as Merchant's Square Parking Deck, Base Bid and Option #1, Option #2, and Option #3, Project #71-17-SP45, in the City of Huntsville, Madison County, Alabama, all in accordance with details, specifications, surveys and general requirements prepared by the City of Huntsville Urban Development Department - Engineering Division, which are on file in the Office of the City Engineer of the City of Huntsville, Alabama, all of which details, specifications, surveys and general requirements are made a part of this contract, and

NOW, THEREFORE, it is agreed that the Contractor promises and agrees to make such improvements for the party of the first part for the considerations hereinafter set out. The Contractor promises and agrees to furnish all necessary labor, materials and equipment for the doing of the same, all to be done in accordance with such details, plans, specifications and general requirements hereto attached and made a part of this contract.

FOR THE PERFORMANCE of such work, the City agrees to pay the Contractor as follows per Attachment "A1".

	BY:
PEARCE CONSTRUCTION COMPANY, INC.	Tommy Battle, Mayor
ATTEST:	Kenneth Benion City Clerk Treasurer
	Jennie Robinson City Council President
	DATE: September 14, 2017

# MERCHANT'S SQUARE PARKING DECK PROJECT NUMBER 71-17-SP45

#### CITY OF HUNTSVILLE, ALABAMA

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	ATTACHMENT "A1"				9/7/2017
	MERCHANT'S SQUARE PARKING DECK				The state of the s
	PROJECT NO. 71-17-SP45				
	Unit Bid Sheet				
ITEM NO.	DESCRIPTION	BID OTY	FINIT	AID LINIT DOLCE	TALIONA CIG
-	Mobilization	1			\$55,396.00
ļ					
7	Parking Garage	-	LS	\$1,891,765.00	\$1,891,765.00
က	Site Work Allowance	-	FS	\$200,000.00	\$200,000.00
4	Flantifical Aid to Construction	•			
	TOTAL BASE BID		2	\$20,000.00	\$20,000.00
	Option No. 1				
-	Precast Reveal at Spandrels	-	LS	\$2,768.00	\$2,768.00
	IOTAL Option No. 1				\$2,768.00
	Option No. 2				
2-1	Precast Reveal at Spandrels		ST	\$6.639.00	\$6.639.00
	TOTAL Option No. 2				\$6,639.00
	Option No. 3				
4	Add Wall Sconces at Above Verticals	-	LS	\$5,795.00	\$5,795.00
	TOTAL Option No. 3		123		\$5,795.00
	TOTAL				\$2,182,363.00
	ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT,MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK.				
	COMPANY: Pearce Construction Company fine SIGNATURE DATE Arguet 6th, 2017				

., , , ,

#### **ATTACHMENT "B"**

#### **PROPOSAL**

TO: THE CITY OF HUNTSVILLE

Public Services Building 320 Fountain Circle Huntaville, Alabama

PROPOSAL OF	Pearce Construction Company, Inc.
	(NAME) 2107 Island Circle, Huntsville, AL 35801
(ADDRESS)	

TO MAKE CERTAIN IMPROVEMENTS ENTITLED:

MERCHANT'S SQUARE PARKING DECK PROJECT #71-17-SP45

FOR THE CITY OF HUNTSVILLE, ALABAMA.

#### GENTLEMEN:

The undersigned bidder has carefully examined the drawings or plans, bid documents, the specifications, the general requirements, the supplement to general requirements, the general terms and conditions, this proposal, the agreement, together with any addends thereto, and agrees to furnish and deliver all the materials, and to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the improvements as described above and in accordance with certain specifications prepared and approved by the OWNER (City of Huntsville, Alabama). It is MANDATORY that any and all addends be acknowledged by the undersigned bidder on Attachment "C" which must be submitted with bid package; otherwise, bid shall be rejected.

The undersigned bidder understands that when unit prices are called for, the quantities shown herein are approximate only and are subject to increase or decrease, and offers to do the work whether the quantities are increased, or decreased, at the unit prices stated in the following schedule. The undersigned bidder also understands that when lump sum bids are called for, he will be required to furnish all equipment, labor, materials and other items or cost to construct a complete facility. The undersigned bidder further understands that any deletions or additions designated on the outside of the bid envelope, must indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid. Any bids received that are unsealed will be immediately rejected.

Contractors are authorized to download quantities, Attachment "A", or quantity revisions from COH Engineering websits and pasts to a CD-RW (preferably in a live/flash drive format) of their choice which must be submitted with the original bid packet. In addition, two hard copies must be signed and submitted with original bid packet. Failure to do so may be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the bid CD in any manner. If a price discrepancy is found on the CD-RW, or the correct version of bid quantities is not submitted on the CD-RW which corresponds to the printed hard copies, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail.

Certificates of insurance are required naming the City as the Certificate Holder. Also, the name of the project and project number should be included on the certificate. The Certificates should reflect the insurance coverage required herein. In addition, a copy of the policy may be requested upon award. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. The Certificates are to be signed by a person authorized by the insurer to bind coverage on its behalf and must indicate coverage will not be canceled or non-renewed except after thirty (30) days prior written notice to the City at the following address: City of Huntsville, P.O. Box 308, Huntsville, Alabama 35804 ATTN: Mary Ridgeway.

The undersigned bidder understands that the Contract Time for completion of all work is April 7, 2018.

MERCHANT'S SQUARE PARKING DECK PROJECT #71-17-SP45 PAGE 2

. . . . . . . . . . . . .

# THE UNDERSIGNED BIDDER ALSO AGREES AS FOLLOWS:

All bonds must be approved by the Mayor and the Clerk-Treasurer of the City of Huntaville. Within fifteen (15) days after the date of acceptance of this proposal by City Council action, the contractor shall execute the contract and furnish to the OWNER a payment (labor and material) bond and a performance bond, each in the amount of 100% of the contract amount. No contract extension will be allowed for delays in the issuance of the notice to proceed that are a result of the contractor failing to submit the required items within the 15 days.

it is further understood and agreed that the Contractor shall commence work to be performed under this contract within fifteen (15) days from the date of this contract, unless otherwise instructed in writing by the OWNER. All work shall be carried on continuously to completion.

Accompanying this proposal is a certified check or bid bond in the amount of not less than five percent (5%) of the total amount shown on the schedule of prices not exceeding \$10,000.00 payable to the City of Huntsville, Alabama, which is to be forfsited, as liquidated damages, if, in the event that his proposal is accepted, the undersigned shall fail to execute the contract and furnish a satisfactory contract bond under the conditions and within the time specified in this proposal; otherwise, said certified check or bid bond is to be returned to the undersigned.

DATED:	September 7	, <b>20</b> <u>17</u> .	
(IF AN INDIV SIGNATURE	IDUAL, PARTNERSHIP, OR NON OF BIDDER	I-INCORPORATED ORGANIZ	ZATION)
	BY		
ADDRESS O	F BIDDER	*	
NAMES AND	ADDRESSES OF MEMBERS OF	THE FIRM:	
OUR CONTRA	ACTOR'S STATE LICENSE NO. I	<b>s</b> 13655	···
(IF A CORPO	RATION) OF BIDDER Pearce Constru	ection Company, Inc.	Louvis C. Dries Dresident
BUSINESS AI	DDRESS 2107/Island Circl	le, Huntsville, AL 35801	Lewis C. Price, President
INCORPORAT	TED UNDER THE LAWS OF THE	STATE OFAlabama	
NAMES	PRESIDENT L	ewis C. Price	
OF	SECRETARYI	Lewis C. Price	-
OFFICERS	TREASURER		

MERCHANT'S SQUARE PARKING DECK PROJECT #71-17-SP45 PAGE 3

MANDATORY ACKNOWLEDGEMENT OF ADDENDA: Addenda will only be emailed to those bidders who attend and have signed in at the pre-bid meeting. Acknowledgement of receipt of addenda is mandatory using Attachment "C" and attachment must be submitted with bid package. Failure to do so shall be cause for rejection of the bid. It is the responsibility of all bidders to refer to the website for any updates.

#### ATTACHMENT "C"

# MERCHANT'S SQUARE PARKING DECK PROJECT #71-17-SP45

# MANDATORY ACKNOWLEDGEMENT OF ADDENDA

Acknowledgement of receipt of Addenda is <u>Mandatory</u>. Failure to acknowledge receipt/download from website shall be cause for rejection of the bid. By signing below, Bidder acknowledges receipt of Addenda and the date received.

ADDENDUM NO.	DATE REGEIVED/DOWNLOADED FROM WEBSITE (If applicable)
One (1)	August 30, 2017
Two (2)	September 1, 2017
Three (3)	September 1, 2017
Four (4)	September 1, 2017
Five (5)	September 5, 2017

COMPANY	Pearce Construction Company, Inc.	
SIGNATURE_	VI(AO)	
TITLE	Lewis C. Price, President	
DATE	September 7, 2017	

PEXICE COLITERATION 14C.

#### ATTACHMENT "D"

### MERCHANT'S SQUARE PARKING DECK PROJECT #71-17-SP45

#### SUBCONTRACTOR'S LISTING

All subcontractors must be approved in writing by Owner. Any additional subcontractors needed during the contract period shall be approved by written letter from the Owner. Contractor shall immediately notify Mary Ridgeway via email at mary dolbarry@huntsyilleal.cov and the Owner's project inspector of any changes to subcontractor list for the duration of the project.

TASKS TO BE PERFORMED	SUBCONTRACTOR NAME	NO.	ADDRESS	ITEM IFS OF WORK TO BE
Surveying/Layout	PEMCE			PERFORME
Permitting				
Clearing & Grubbing	ALLOWANCE			
Erosion Control	1			
Treffic Control	1			
Excavation				
Concrete	PEARCE			
Storm Drainage	ALLOWANCE			
Sanitary Sewer	NIX			*******
Shoring/Monitoring	CC .			
Retaining Walls	<i>\(\gamma\)</i>			
Bridges	<b>\</b> \			· · · · · · · · · · · · · · · · · · ·
Railroads	C.			
Traffic (signals, loops)	~			
Street Lights		<del></del>		
Electrical	STEWART ELECT.			
Water	H)4			
Asphalt	HA			
Landscaping (Trees, grassing)	4/4			
Irrigation				
Striping	Kom PAINT			
Sawer Testing	HIA			
Guardralia	740			
Handralis				
Painting				
Special (fencing, benches, dewatering etc.)	K+M PAWT.			The second secon
Mechanical	KOLANKE		The second section is a second	
SCADA	NA			

PRECIST ATLANTA STRUGUAL CONCUME CO.

#### ATTACHMENT "E"

# MERCHANT'S SQUARE PARKING DECK PROJECT #71-17-SP45

Contractor shall provide at least five (5) references including NAME OF PROJECT, Owner Name, address, phone number and contact name that demonstrates contractor's ability on similar projects.

1.	City of Huntsville	
-	PO Box 308 Huntsville, AL 35804	
-	256/427-5660	
	256/427-5660 Mr. Chris O'Neil	
2.		
25.	Hudson Alpha Institute for Biotechnology	
-	601 Genome Way	
_	Huntsville, AL 35806	
_	256/327-0428	
-	Mr. Gregg Tyree	
3.	Huntsville City Board of Education	
_	714 Bob Wallace Avenue	
_	Huntsville, AL 35801	
	256/428-8310	
_	Mr. Jeff Gattis	
4.	Samples Properties	
	525 Madison Street, Suite 205 Huntsville, AL 35801 256/533-0003	
	Huntsville, AL 35801	-
-	256/533-0003	
-	Mr. Gripp Luther	
5	University of Alabama in Huntsville	
-	Huntsville, AL 35899 256/824-2538	-
_	256/824-2538	
-	Mr. Larrell Hughes, Architect	_
****		

#### ATTACHMENT "F"

MANDATORY Pre-bid meeting to be held on <u>Wednesday, August 30, 2017</u> at <u>10:00 am</u>, in the 1st Floor Conference Room at 320 Fountain Circle, Huntsville, Al. 35801. Bidders must attend this pre-bid meeting to be eligible to submit a bid.

#### NOTICE TO CONTRACTORS

WANTED: Sealed bids in duplicate for the construction of: Merchant's Square Parking Deck, more particularly known as Project No. 71-17-5P45

Description of Project: Freestanding precest two level - grade and one elevated level - parking dack to include elevator, stairs and all appurtenences, located at the southeast corner of Bob Wallace Avenue and Memorial Parkway at Merchanta Square.

The attention of all bidders is called to Code of Alabama §§ 34-8-1 and 34-8-2 (1975) and 34-8-1, 34-8-2, 34-8-4, 34-8-6, 34-8-7, 34-8-8 and 34-8-9 (amended 1996) setting forth the definition of general contractor and the licensing procedures and requirements for state licensing. A copy of the above Codes may be obtained from the OWNER (City of Hunteville). No one is entitled to bid and no contract may be swarded to anyone who does not possess a valid general contractor's license and the required classification for the municipal type work to be performed. The general contractor's license and classification must appear on the outside of the bid envelope along with the general contractor's name and address, project name and number and date and time of bid opening. Section 39-3-5 Code of Alabama has been amended as follows:

"In awarding the Contract, preference will be given to Alabama resident contractors and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded the Contract only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances."

This project <u>Merchantos Square Perking Deck.</u> more particularly known as <u>Project No. 71-17-SP45</u> requires the contractor to possess a State of Alabama Classification of (<u>BC</u>) <u>Building Construction</u>.

After proposals are opened and read, they will be compared on the basis of the summation of the products or approximate quantities shown in Attachment "A". In the event of a discrepancy between the prices shown in figures and in words, the words shall govern. A proposal will not be considered unless signed by the bidder or his authorized agent and accompanied by cashier's check or properly signed bid bond, as required by law.

in determining the successful bidder, the Owner will consider in addition to the bid prices, such responsibility factors as characteristics and responsibility, skill, experience, record of integrity in business, and of performance offered and past record of performance on Owner contracts on other similar projects. Any other factors not specifically mentioned or provided for herein, in addition to that of the bid price which would affect the final cost of the Owner, will be taken into consideration in making award of contract. The right is reserved to reject any bid where investigation of the business and technical organization of the bidder available for the contemplated work, including financial resources, equipment, and experience on similar projects does not satisfy the Owner that such bidder is qualified to perform the work. The City Council of the City of Huntaville reserves the right to reject any and all bids and to weive informalities.

Separate sealed bids for the construction of this project will be received at the City of Huntsville Public Services Building, 320 Fountain Circle, in the 1st Floor in the Conference Room, on the 6th day of September, 2017, until 10:00 am. Any bids received that are not sealed will be immediately rejected. Each bid shall be accompanied by an original signed, dated and sealed Bid Bond in the amount of not less than five percent (5%) of the total shown on the schedule of prices, but not exceeding \$10,000.00. No bidder may withdraw his bid within ninety (90) days after the actual date of opening. All bids must be SEALED before submittal at the bid opening. Any bids received that are not sealed will be immediately rejected.

These Addenda, Special Provisions, Plans, the Supplement to General Requirements for Construction of Public Improvements City of Huntsville Specifications, Standard Specifications for Construction of Public Improvements Contract Projects and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complimentary and to describe and provide for a complete work. Contract Document Order of Precedence shall be as follows:

1. Addenda

- 2. General Requirements (instructions to Bidders and Bid Proposal including Attachments)
- 3. Supplement to General Requirements
- Drawings / City of Huntsville Standard Specifications for Construction of Public Improvements Contract Projects 1991
- 5. Supplemental Specifications (Earthwork, Chain Link Fences, and Gates)
- 6. Special Conditions
- 7. Current ALDOT Specifications

Standard Specifications for Construction of Public Improvements Contract Projects and Engineering Standards are available at no charge by downloading from the City Engineering website: <a href="http://www.huntavilleal.gov/government/departments/engineering department/">http://www.huntavilleal.gov/government/departments/engineering department/</a>. Plans and proposals can be downloaded from our website at no cost: <a href="http://www.huntavilleal.gov/engineering/www.huntavilleal.gov/engineer

#### E-VERIFY - NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville.

As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Fallure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2). Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

"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."

Contractor's E-Verify Memorandum of Understanding shall be a part of the contract bid documents and shall be submitted with the bid package.

ALABAMA IMMIGRATION ACT (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975)

Compliance with the requirements of the (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30, as amended by Alabama Act 2012-241, commonly referred to as the Alabama immigration Law, is required for City of Hunteville, Alabama contracts that are competitively bid as a condition of the contract performance. The Contractor shall submit in the bid package, with the requested information included on the form, the "City of Hunteville, Alabama Report of Ownership Form" listed in the bid proposal as Attachment "I". The bidder selected for award of the contract may be required to complete additional forms relating to citizenship or alien status of the bidder and its employees, including e-verify information, prior to award of a contract.

#### **ALABAMA ACT 2016-312**

"in accordance with Alabama Act 2016-312 as adopted and approved on May 5, 2016, on behalf of Pearce Construction Co., Inc. (Insert name of business) I do hereby certify and represent that this business is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Pearce Construction Company, Inc.

Title:
(Signature of purposition and vidual) " Lewis C. Price, President

Advertise Date: 6/25/17

#### **ATTACHMENT "G"**

SAMPLE FORM

#### REQUEST FOR PAYMENT CITY OF HUNTSVILLE ENGINEERING DIVISION PROJECT NAME AND NUMBER: ESTIMATE NUMBER: PERIOD FROM: TO CONTRACT DURATION DAYS START DATE: END DATE: 1/0/00 TOTAL CONTRACT TIME (3) 0 DAYS TIME C.O. # 1 TIME C.O. # 2 CONTRACT DAYS REMAINING \_\_\_\_\_0 TIME CO#3 TOTAL CONTRACT AMOUNT (1) AS AWARDED CURRENT \$ C.O. # 1 C.O. # 2 C.O. # 3 TOTAL AMOUNT EARNED TO DATE LESS STORED MATERIALS (2): MATERIAL STORED (INVOICE ATTACHED) RETAINAGE (5%) OF 50% OF CONTRACT Amount is in accordance with ALDOT and COH specifications and is based on the contract amount AMOUNT EARNED AFTER RETAINAGE before change orders. LIQUIDATED DAMAGES PER DAY LIQUIDATED DAMAGES ASSESSED TO DATE: Demeges, if applicable, will automatically be calculated subtracting the contract and data from the invoice perio data and multiplying the days by the daily damages amo bemages will automatically be deducted from amounts otherwise due. TOTAL AMOUNT PREVIOUSLY APPROVED TO DATE: AMOUNT DUE THIS ESTIMATE WITHOUT LIQUIDATED DAMAGES A % OF TIME ELAPSED: TIME ELASPED TO DATE DAYS TOTAL CONTRACT TIME (3) DAYS B: PROJECT COMPLETION: TOTAL EARNED TO DATE (2) #DIV/01 TOTAL CONTRACT AMOUNT C: PROGRESS OF WORK: B - A: = **CONTRACTORS CERTIFICATE** I, the duty qualified, acting and authorized agent for the contractor on the above project, do hereby certify that we have performed all of the work set forth in strict accordance with the plans, specifications, have and ordinances applicable thereto, and do further certify that all labor, materials and equipment sated herein have been paid for in All as ableved on all prior estimates and if requested to do so, we will show evidence of payment for the same in writing before the first payment of this estimates. Whe further certify (if this is call estimate) that the amount received hereunder is considered compensation and first payment in full for all work performed under the contract, including any amendments thereto and, upon payment of said sum, hereby release the Owner, its amplicyees, agones, and representatives in accordance with add contract. We further certify that we fully guarantee all work performed hereunder for a period of twelve months from the date of payment of the first estimate (in accordance with the terms of our original contract and at amendments thereto), during which time all terms and conditions of the original contract documents that it must be the set of a contract of an amendments thereto, during which time all terms and conditions of the original contract documents that it must be the set of a contract of an amendment thereto, during which time all terms and conditions of the original contract documents, and interms firing Agreement, as contained in said contract documents. CERTIFIED FOR PAYMENT ON THIS THE DAY OF CONTRACTOR: TITLE: SIGNED: WITNESS:\_ SIGNATURE We have checked the quantities and extensions to this estimate, and to the best of our knowledge, the estimate is true and correct. APPROVED FOR PAYMENT BY: CONSTRUCTION INSPECTOR KATHY MARTIN, CITY ENGINEER OR LYNN MAJORS, ADMINISTRATIVE OFFICER IF FINAL ESTIMATE, DATE WORK WAS PROJECT ENGINEER COMPLETED:

#### ATTACHMENT "H"

. . . . .

All vendors/contractors are required to submit a Federal Tax Form W-9 to City of Huntsville at the time a contract is awarded, unless vendor/contractor is already registered and doing business with the City. No payments of invoices can be made until this W-9 Tax Form has been properly submitted. A copy of the W-9 Tax Form can be obtained at the following website: <a href="https://www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf">www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf</a>

# ATTACHMENT "I"

	CITY OF HUNTSVILLE, ALAB	SAMA REPORT OF OWNERSHIP FORM
A.	General Information. Please provide the following	g information
	Legal name(s) (include "doing business as", if appl	licable): Pearce Construction Company, Inc.
8	City of Hunteville current tempsyer identification nu (Please note that if this number has been assigned should be listed on the renswel form.)	mber (if eveilable): 29455 If by the City and if you are renewing your business license, the number
В.	Type of Ownership. Please complete the <u>un-she</u> and entering the appropriate Entity I.D. Number, If peragraph C below):	ded portions of the following chart by checking the appropriate box below applicable (for an explanation of what an entity number is, please see
	Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
	☐ Individual or Sole Proprietorship	
	General Partnership	
	☐ Limited Partnership (LP)	Number & State:
	☐ Limited Liability Partnership (LLP)	Number & State;
	Limited Liability Company (LLC) (Single Member)	Number & State:
	LLC (Multi-Member)	Number & State:
	☑ Corporation	Number & State: 087-664 Alabama
	Other, please explain:	Number & State (if a filing entity under state law):
	evallable through the website of Alabama's Secreta foreign entity is not registered in this state please pr named called) assigned by the state of formation all Formation Documents. Please note that, with register cartificates of incorporation, organization, or other a	quired and if the business entity is registered in this state, the number is my of State at:
г	Number is required and one has not been assigned  Flease date and sign this form in the space provide	or provided.  d below end either write legibly or type your name under your planeture.
	If you are signing on behalf of an early please inser Pearce Construction company, log.  Signature:	t your title as well.
1	Type or legibly write name: Lewis C. Price	Title (if applicable): President  Date: September 7, 2017
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JUN 1 8 2008

# THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

# MEMORALDUM OF UNDERSTANDING

#### **ARTICLE I**

#### PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and <u>Pearce Construction Company</u>, <u>Inc.</u> (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

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).

#### ARTICLE II

#### **FUNCTIONS TO BE PERFORMED**

# A. RESPONSIBILITIES OF THE SSA

- 1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
- 2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
- 3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the 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).
- 4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.
- 5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment

eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

#### B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

- 1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:
  - Automated verification checks on newly hired alien employees by electronic means, and
  - Photo verification checks (when available) on newly hired alien employees.
- 2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. 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 a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.
- 4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. 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, and U.S. Department of Justice.
- 5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.
- 6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, 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 Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.
- 7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.
- 8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide 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.

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# C. RESPONSIBILITIES OF THE EMPLOYER

- 1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.
- 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 regarding E-Verify.
- 3. The Employer agrees to become familiar with and comply with the E-Verify Manual.
- 4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
  - A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.
  - B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.
- 5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:
  - 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 presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the 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 the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.
- 6. The Employer understands that participation in E-Verify does not exempt the Employer from the 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, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$500 and \$1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any

action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

- 7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is 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. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.
- 8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for reverification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.
- 9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.
- 10. The Employer agrees not to take any adverse action against an employee based upon the employee's 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 to verify work authorization, a tentative nonconfirmation, or the finding of a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences 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 non-match, then the Employer can find the employee is not work authorized and take the appropriate action.
- 11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of

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employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and 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 1-800-255-7688 or 1-800-237-2515 (TDD).

- 12. 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.
- 13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. 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.
- 14. The Employer acknowledges that the information which 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)), and that 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.
- 15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

#### ARTICLE III

# REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

# A. REFERRAL TO THE SSA

- 1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
- 2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The

Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

- 3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation.
- 4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

# B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

- 1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
- 2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
- 3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
- 4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.
- 5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. 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.
- 6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:
  - Scanning and uploading the document, or
  - Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

#### **ARTICLE IV**

#### **SERVICE PROVISIONS**

The 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 the E-Verify System, an Employer will need a personal computer with Internet access.

#### **ARTICLE V**

#### **PARTIES**

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice 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 procedures or legal requirements. 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 they may determine.

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.

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.

The employer understands that the fact of 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, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

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

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

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

<b>Employer Pearce Construction Comp</b>	oany, Inc.
Lewis Price	
Name (Please type or print)	Title
Electronically Signed	06/18/2008
Signature	Date
Department of Homeland Security – V USCIS Verification Division	erification Division
Name (Please type or print)	Title
Electronically Signed	06/18/2008
Signature	Date

	INFORMATION REQUIRED FOR THE E-VERIFY PROGRAM
Information relating to your Com	pany:
Company Name:	Pearce Construction Company, Inc.
Company Facility Address:	407 St. Clair Avenue Huntsville, AL 35801
Company Alternate Address:	Post Office Box 2563 Huntsville, AL 35804
County or Parish:	MADISON
Employer Identification Number:	630828963
North American Industry Classification Systems Code:	236
Parent Company:	
Number of Employees:	20 to 99 Number of Sites Verified for: 1
Are you verifying for more than 1 s	site? If yes, please provide the number of sites verified for in each State.
<ul> <li>ALABAMA</li> </ul>	1 site(s)
Information relating to the Program	Administrator(s) for your Company on policy questions or operational problems:

Lewis C Price

Telephone Number: E-mail Address:

(256) 533 - 7116 .ext 114

lprice@pearceconstruction.net

Fax Number:

(256) 533 - 3440

Name:

Harbin A Karen

Telephone Number:

(256) 533 - 7116 .ext 117117

E-mail Address:

kharbin@pearceconstruction.net

Fax Number:

(256) 533 - 3440

#### ATTACHMENT "J"

"In accordance with Alabama Act 2016-312 as adopted and approved on May 5, 2016, on behalf of Pearce Construction Company, Inc. (Insert name of business) I do hereby certify and represent that this business is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Lewis C. Price, President

(Signature of authorized individual) "

#### **ATTACHMENT "K"**

#### **GERTIFICATE OF COMPLIANCE WITH ACT 2016-312**

I, the undersigned, certify to the State of Alabama as follows:

Date of Certification (mm/dd/yyyy): \_\_\_

- I am authorized to provide representations set out in this Certificate as the official and binding act of the Contractor, and have knowledge of Alabama's Act 2016-312.
- b. In compliance with Act 2016-312, the Contractor is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Signature:

Name of Certifying Official (print):

Lewis C. Price

Title:

President

09/07/2017

Pearce Construction Company, Inc.

# FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS MERCHANT'S SQUARE PARKING DECK PROJECT #71-17-SP45 CITY OF HUNTSVILLE, ALABAMA

#### SUPPLEMENT TO GENERAL REQUIREMENTS

#### 1. **GENERAL**

The attention of all bidders is called to Code of Alabama §§ 34-8-1 and 34-8-2 (1975) AND 34-8-1, 34-8-2, 34-8-4, 34-8-6, 34-8-7, 34-8-8 AND 34-8-9 (AMENDED 1996) setting forth the definition of general contractor and the licensing procedures and requirements for state licensing. No one is entitled to bid and no contract may be awarded to anyone who does not possess a valid general contractor's license and the required classification for the municipal type work to be performed. The general contractor's State of Alabama license and classification must appear on the outside of the bid envelope along with the general contractor's name and address, project name and number and date and time of bid opening. Failure to provide this will be cause to reject the bid.

In determining the successful bidder, the Owner will consider in addition to the bid prices, such responsibility factors as characteristics and responsibility, skill, experience, record of integrity in business, and of performance offered and past record of performance on Owner contracts on other similar projects. Any other factors not specifically mentioned or provided for herein, in addition to that of the bid price which would affect the final cost to the Owner, will be taken into consideration in making award of contract. The right is reserved to reject any bid where investigation of the business and technical organization of the bidder available for the contemplated work, including financial resources, equipment, and experience on similar projects does not satisfy the Owner that such bidder is qualified to perform the work. The City Council of the City of Huntsville reserves the right to reject any and all bids and to waive informalities.

Separate sealed bids for the construction of this project shall be accompanied by Bid Bond in the amount of five percent (5%) of the amount of the bid not to exceed \$10,000.00. Quantities are known as Attachment "A". No bidder may withdraw his bid within ninety (90) days after the actual date of opening. Addenda, the Supplement to General Requirements for Construction of Public Improvements City of Huntsville Specifications, Standard Specifications for Construction of Public Improvements Contract Projects, the supplemental specifications, the plans, special provisions and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions, unless obviously incorrect, shall govern over scaled dimensions. Contract Document Order of Precedence shall be as follows: 1. Addenda; 2. General Requirements (instructions to Bidders and Bid Proposal including attachments); 3. Supplement to General Requirements; 4. Drawings/City of Huntsville Standard Specifications for Construction of Public Improvements Contract Projects, 1991; 5. Supplemental Specifications (Earthwork, Chain Link Fences, and Gates); 6. Special Conditions; and 7. Current ALDOT Specifications. All bid openings and any scheduled pre-bid conferences are open to the public and will be held in the Public Services Conference Room on the 1st Floor at 320 Fountain Circle, Huntsville, Alabama, unless otherwise noted.

All references to OWNER shall mean City of Huntsville, Alabama. All references to City Engineer shall mean OWNER.

#### 2. PROPOSAL PREPARATION

- (A) Proposal Form. The bidder's proposal must be submitted on the complete original proposal form furnished him by the City. Unless otherwise provided in the proposal, joint venturers may submit a proposal for a joint venture of qualified bidders on a proposal form issued to one of them, provided each venturer has taken out a proposal and provided the proposal is signed by each co-venturer.
- (B) Details. On the proposal form, the bidder shall enter in numbers a unit price and the extended amount bid (unit price x quantity) in the appropriate column for each bid item, exclusive of those items for which a fixed contract unit price and extension amount are shown. On lump sum items an entry shall be shown in the amount bid column. If a bidder wishes to bid an item free, then he shall enter 0 (zero) in both the unit price column and amount bid column. After all extensions are made, the bidder shall total the extended amounts of the bid items and show his total bid amount in the appropriate place on the proposal form. All figures shall be legibly shown in ink or typed. Any interlineation, erasure or other alteration of a figure shall be initialed by the signer of the proposal. The City will check the extension of each item given in the proposal and correct all errors and discrepancies. In case of a discrepancy between a unit bid price and the extension amount, the unit price shall govern. The sum of the extension amounts will be the contract bid price. The undersigned bidder further understands that any deletions or additions designated on the outside of the bid envelope, must indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid. Any bids received that are unsealed will be immediately rejected.
- (C) Signing. The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, or by one or more officers of a corporation or by an agent of the Contractor legally qualified and acceptable to the City. If the proposal is made by an individual, his name and post office address must be shown; by a partnership, the name and post office address of each partnership member must be shown; as a joint venture, the name and post office address of each member or officer of the firms represented by the joint venture must be shown; by a corporation, the name of the corporation and the business address of its corporate officials must be shown. The proposal bid bond, if bid bond is tendered, shall be properly signed by the bidder and the surety.

- (D) Irregular Proposals. Proposals will be considered irregular and will be rejected if they contain any omissions, alteration of form, additions not called for, incomplete bids (includes failure to enter a unit bid price on a bid item or, in the case of an alternate, the alternate being bid by the Contractor), interlineations, erasures or alterations not initialed by the person signing the proposal, or other irregularities of any kind. Bids that are not signed will be considered non-responsive and will be rejected. No proposal will be opened that does not contain the contractor's Alabama State license number. Proposals may be rejected at any time prior to the execution of the contract. Any bidder using the same or different names for submitting more than one proposal upon any project will be disqualified from further consideration on that project.
- (E) Delivery of Proposals. Each proposal for each contract shall be placed, together with the proposal guaranty, in a sealed envelope on the outside of which is written in large letters "Proposals for Work" and so marked as to indicate the project name, project number, bidder name, and State license number. Proposals will be received by the OWNER or his representative unless otherwise provided until the hour and date set in the notice to Contractors for the opening thereof. No proposal will be considered which has not been received prior to the hour and date set for the opening of bids. Proposals received after that time will be returned. No proposal will be opened that does not contain the contractor's Alabama State license number.

#### 3. QUANTITIES

The undersigned bidder understands that when unit prices are called for, the <u>quantities shown herein are approximate only and are subject to increase or decrease</u>, and offers to do the work whether the quantities are increased, or decreased, at the unit prices stated in the proposal. Any substantial changes requiring an increase must be approved by change order prior to work and authorized by City Council Action. The undersigned bidder also understands that when lump sum bids are called for, he will be required to furnish all equipment, labor, material and other items or cost to construct a complete facility. See Attachment "A" - Bid Quantities or revised Attachment if quantities have changed after pre-bid meeting.

#### 4. CHANGE ORDERS

#### (A) Changes in the Work

Without invalidating the agreement, the owner may, at any time or from time to time, order additions, deletions or revisions in the work; these will be authorized by change orders. Upon receipt of a change order, the contractor will proceed with the work involved. All such work shall be executed under the applicable conditions of the contract documents. A change order signed by the contractor indicates his agreement.

The OWNER may authorize minor changes or alterations in the work not involving extra cost and not inconsistent with the overall intent of the contract documents. These may be accomplished by a field order.

Additional work performed by the contractor without authorization of a change order will not entitle him to an increase in the contract price or an extension of the contract time, except in the case of an emergency.

The owner will execute appropriate change orders prepared by the engineer covering changes in the work to be performed and work performed in an emergency and any other claim of the contractor for a change in the contract time or the contract price which shall be approved by the OWNER.

It is the contractor's responsibility to notify his surety of any changes affecting the general scope of the work or change in the contract price and the amount of the applicable bonds shall be adjusted accordingly. The contractor will furnish proof of such adjustment to the owner.

#### (B) Change of Contract Price.

The contract price may only be changed by a change order. Any claim for additional compensation shall be based on written notice delivered to the Owner and Engineer within ten (10) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless OWNER allows an additional period of time to ascertain more accurate data. The contract price constitutes the total compensation payable to the contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the contractor shall be at his expense without changing the contract price. The owner may at any time without notice to the sureties, by written order designated or indicated to be a change order, make any change in the work within the general scope of the contract, including but not limited to changes: (1) in the specifications (including drawings and designs); (2) in the method or manner of performance of the work; (3) in the owner-furnished facilities, equipment, materials, services, or site; or (4) directing acceleration in the performance of the work. Any other written order or an oral order from the owner which causes any such change, shall be treated as a change order under this clause, provided that the contractor gives the owner written notice stating the date, circumstances, and source of the order and that the contractor regards the order as a change order.

#### (C) Change in the Contract Time.

The contract time may only be changed by a change order. Any claim for an extension in the contract time shall be based on written notice delivered to the owner and engineer within ten (10) days of the occurrence of the event giving rise to the claim.

Notice of the extent of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless OWNER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the contract time shall be determined by OWNER if owner and contractor cannot otherwise agree. Any change in the contract time resulting from any such claim shall be incorporated in a change order. The contract time will be extended in an amount equal to time lost due to delays beyond the control of contractor if he makes a claim as provided above. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

All time limits stated in the contract documents are of the essence of the agreement. The provisions shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party. No claim for delay shall be allowed because of failure to furnish drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

# (D) Time extension for abnormal weather conditions

In order for the owner to award a time extension for abnormal weather, the following conditions must be satisfied:

- 1. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.
- 2. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without fault or negligence of the contractor.

The following table of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) and similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's normal progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities. The contractor's bid shall include the impact of the anticipated lost days in his quotation for the time he is to be on site.

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
11	8	6	4	4	5	6	4	4	3	4	8

Actual adverse weather delay days must prevent work on critical activities for 50% or more of the contractor's scheduled work day before it is considered a weather delay day.

#### 5. MAINTAIN OFFICE

The successful contractor shall establish an office in Huntsville, Alabama, with telephone service, and shall maintain close liaison with the OWNER.

## 6. SUBCONTRACTORS

The prime contractor shall be responsible for all work covered under the executed contract; therefore, this responsibility cannot be shifted by subcontracting the work to others. All subcontractors shall be approved by the OWNER and shall be properly licensed as required by Alabama State Law. (Code of Alabama §§ 34-8-1 and 34-8-2 (1975) AND 34-8-1, 34-8-2, 34-8-4, 34-8-6, 34-8-7, 34-8-8 AND 34-8-9 (AMENDED 1996)) A list of all subcontractors proposed for use on the project shall be provided to the OWNER at the time that bids are received. This document will be known as ATTACHMENT "D". Lien waivers will be required from all subcontractors at the time of submittal of the final payment request. Contractor shall keep the "Subcontractor's Listing" updated throughout the project duration and submit a copy of the listing with the request for final payment. Noncompliance with this request may cause delay in payment to the Contractor.

All subcontractors must be approved in writing by Owner. If the subs listed on Attachment "D" are approved by the Owner, you will be notified in your notice to proceed. Any additional subcontractors needed during the contract period shall be approved by written letter from the Owner. See Section 39 for Correction to City of Huntsville Standards Specifications for Construction.

#### 7. BID BOND

Accompanying this proposal is a certified check or original signed, dated and sealed bid bond in the amount of not less than five percent (5%) of the total amount shown on the schedule of prices, not exceeding \$10,000.00 dollars, payable to the City of Huntsville, Alabama, which is to be forfeited, as liquidated damages, if, in the event that his proposal is accepted, the undersigned shall fail to execute the contract and furnish a satisfactory contract bond under the conditions and within the time specified in this proposal; otherwise, said certified check or bid bond is to be returned to the undersigned.

# 9. LIABILITY INSURANCE (SEE ALSO ATTACHED INSURANCE FOR CONTRACTORS, WHICH IS SHOWN AS SECTION 24.)

The Contractor shall provide and maintain comprehensive general public liability insurance protecting the Contractor and the City against claims arising out of or resulting from the Contractor's operation under his contract for personal injury or property damage with minimum combined single limits of \$1,000,000, whether such operations are performed by himself, or by anyone directly or indirectly employed by them. In addition, a copy of the policy may be requested upon award. Certificates of insurance acceptable to the City shall be filed with the City prior to commencement of work and said certificate shall provide that policies will not be altered or canceled until at least 30 days prior written notice has been given to the City.

The Contractor shall indemnify and hold the OWNER, its officers and employees harmless from any suits, claims, demands, damages, liabilities, costs and expenses including reasonable attorney's fees, arising out of or resulting from the performance of the work. Certificates of Insurance are required naming the City as the Certificate Holder. The Certificates should reflect the insurance coverage required herein. The Certificates are to be signed by a person authorized by the Insurer to bind coverage on its behalf and must be an original signature. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. The Certificates must indicate coverage will not be canceled or non-renewed except after thirty (30) days prior written notice to the City at the following address: City of Huntsville, P.O. Box 308, Huntsville, Alabama 35804, Attention: Penny Kelly.

#### 10. LICENSES AND CLASSIFICATIONS

In order to receive the award of this contract, the Contractor/Subcontractor(s) shall be required to possess a valid general contractor's license in accordance with Code of Alabama §§34-8-2 (1975) and (1996 amended) Code of Alabama as stated in Section 1 above. This general contractor's license shall be a State of Alabama general contractor's license and shall be maintained throughout the term of this contract. A valid City of Huntsville license shall also be maintained throughout the term of this contract by the Contractor/Subcontractor(s).

The required classification for this project is stated in the Notice to Contractors also known as Attachment "F".

#### 11. PERMITS

Additionally, the contractor shall be required to obtain and pay for all other federal, state or local permits, licenses, and fees which may be necessary or required in order to perform the work detailed herein. A City of Huntsville Contractor's License must be obtained from the City of Huntsville Inspection Department at the time signatures are obtained on contracts. A copy of City of Huntsville license shall be provided to the OWNER at the time the contract is executed. If project requires an ADEM permit, the Contractor is responsible for transferring the ADEM permit from the City of Huntsville to the Contractor upon award of bids.

#### 12. PAYMENT

The OWNER agrees to pay the Contractor as follows: Once each month per project. The OWNER shall make partial payment to the Contractor on the basis of duly certified and approved estimates of the work performed during the preceding month by the Contractor, less five percent (5%) of the amount of such estimate, which is to be retained by the City until all of the work has been performed. Owner reserves the right to withhold payments for, but not limited to: a) defective work not remedied or defective materials not removed from site; b) claims filed, or reasonable evidence indicating imminent filing of claims against the Contractor; c) failure of the Contractor to make payments properly to subcontractors for labor, materials and equipment; d) a reasonable doubt that the Contract can be completed for the balance then unpaid; e) damage to another Contractor; f) performance of work in violation of the terms of the Contract; g) expiration of Contract time. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date. All pay requests will be submitted by hard copy and on CD-RW. The hard copy will be printed from the CD-RW. A sample copy of the invoice is attached as Attachment "G". The OWNER will provide the CD-RW to the contractor. Two originals and two copies of the invoices are required before payment will be made. The CD-RW should be submitted each month, along with the originals and copies, to the Administrative Officer in the Engineering Department. No further retainage will be held after fifty percent (50%) of the contract is complete. All payments to Contractor will be made as soon as practical after the approval and finance processes have been completed. SEE SECTION 32 FOR INFORMATION ON FINAL PAYMENT.

#### 13. N/A

# 14. EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, and SITE WORK

Before submitting a proposal, bidders shall examine carefully the site of the proposed work, the general and local conditions, the proposal form, standard specifications, supplemental specifications, special provisions, all addenda, and the bid bond form, and it is mutually agreed that the submission of a proposal shall be prima facie evidence that the bidder has made such examination and has judged for and satisfied himself as to the conditions to be encountered in performing the work, and to the

requirements of plans, standard specifications, supplemental specifications, special provisions, contract, and bonds. No adjustments or compensation will be allowed for losses caused by failure to comply with this requirement. Boring logs and other records of subsurface investigations may be available for inspection by bidders. Bidders shall request such records if they are not otherwise provided with bid documents. If available, it is understood that such information was obtained and is intended for the City of Huntsville's design and estimating purposes only. It is made available to bidders that they may have access to identical subsurface information available to the City, and is not intended as a substitute for personal investigation, interpretations and judgment of the bidders. Bidders are advised that the City disclaims responsibility for any opinions, conclusions, interpretations, or deductions that may be expressed or implied in any of the information presented or made available to bidders; it being expressly understood that the making of deductions, interpretations, and conclusions from all of the accessible factual information is the bidder's sole responsibility.

The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings, and the Product Data and shall give written notice to the Owner of any inconsistency, ambiguity, or error omission which the Contractor may discover with respect to these documents before proceeding with the affected work. The issuance or the express or implied approval by the Owner or the Engineer of the Contract Documents, Shop Drawings, or Product Data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has requested the Engineer to only prepare documents for the Project, including drawings and specs for the project which are accurate, adequate, consistent, coordinated and sufficient for construction. HOWEVER, the OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed, and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not, rely upon any representation or warranties by the Owner concerning such documents as no such representation or warranties have been or are hereby made.

#### 15. INCLUSIONS TO CONTRACT

The parties further agree that the advertisement for bids, instructions to bidders, contractor's proposal, plans and specifications, general requirements, supplement to general requirements and general terms and conditions, together with any addenda thereto, made prior to submission of the contractor's proposal and all modifications agreed to by the parties and issued after the execution of this contract are a part of this contract as if fully set out herein.

#### 16. COMMENCEMENT OF WORK

It is further understood and agreed that the Contractor shall commence work to be performed under this contract within fifteen (15) days from the date of this contract, unless otherwise instructed in writing by the OWNER. All work shall be carried on continuously to completion.

#### 17. CONTRACT TIME

All work is to be completed within the allotted time of the original contract, which is stated in the bid proposal documents, unless a valid change order has been issued which alters the contract time period.

#### 18. LIQUIDATED DAMAGES

It is further understood and agreed by and between the parties to this contract, that in the event the work to be performed under this contract is not completed at the expiration of the contract time, then, and in that event, the Contractor shall pay to the City the amounts per calendar day by the schedule shown in the schedule in the City of Huntsville Standard Specifications, Section 80.11 – "Schedule of Liquidated Damages" for each day thereafter until such work is completed. The City will deduct said sum or sums from any money due the Contractor under this contract for any and all invoices submitted after the contract due date. (See Section 12.). Attachment "G" – Sample of Request for Payment with Liquidated Damages shall become a part of the contract documents. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date.

<u>Section 80.11 – "Schedule of Liquidated Damages" has been amended as follows effective 2/1/11 and revised in COH specifications 3/7/11:</u>

Original Contract Amount			Liquidated Damages Daily Charge				
	More Than		To and Including	1	lendar Fixed	-	Work Day
\$	0	\$	100,000		\$	200	\$ 400
\$	100,000	\$	500,000		\$	550	\$ 1,100
\$	500,000	\$	1,000,000		\$	900	\$ 1,800
\$	1,000,000	\$	2,000,000		\$	1,350	\$ 2,700

Y 2,000,000     Y 1,000   Y 3,1	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	\$ 3,100
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When the contract time is on the calendar day or date basis, the schedule for calendar days shall be used. When the contract time is on a work day basis, the schedule for work days shall be used.

Amounts in accordance with ALDOT and COH specifications and is based on contract amount before Change Orders.

#### 19. STORAGE OF MATERIALS

The Contractor shall not permit the storage of materials on or use of any property outside the right-of-way easement or property identified as the project site.

#### 20. TRAFFIC FLOW

The Contractor shall be responsible for the uninterrupted, orderly and safe flow of traffic around, on, over or across the project site.

#### 21. TERMINATION FOR CONVENIENCE

- A. The City may for any reason whatever terminate performance under this Contract in whole or in part by the Contractor for convenience. The City shall give written notice of such termination to the Contractor specifying when the full or partial termination becomes effective.
- B. The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts and shall not purchase any additional supplies, equipment or materials for the Work, and shall make every effort to mitigate the costs of termination. The Contractor shall settle the liabilities and claims arising out of their termination of subcontracts and orders. The City may direct the Contractor to assign the contractor's right, title and interest under terminated orders or subcontracts to the City or its designee and may direct the Contractor to take steps to preserve the Work in place at the time of the termination.
- C. The Contractor shall transfer title and deliver to the Owner such completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.
- D. (1) The Contractor shall submit a termination claim to the City and the Consultant specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Contractor fails to file a termination claim within six (6) months from the effective date of termination, the owner shall pay the Contractor, an amount derived in accordance with subparagraph (3) below.
  - (2) The City and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.
  - (3) Absent agreement to the amount due to the Contractor, the City shall pay the Contractor the following amounts:
    - (a) Contract prices for labor, materials, equipment and other services accepted under this Contract.
    - (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would not have profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any. Costs incurred in performing the terminated portion of the work must have been incurred prior to the effective date of the termination.
    - (c) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph B of this clause. These costs shall not include amounts paid in accordance with other provisions hereof.

The Total Sum to be paid the Contractor under this clause shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

The Owner specifically reserves the right to convert a termination for convenience into a termination for cause within one (1) year after the effective date of the termination for convenience, in the event that the Owner becomes aware of circumstances

or conditions with regards to the Work that would have warranted the Owner terminating for default, had those circumstances or conditions been properly known by the Owner, at the time of the termination for convenience. The Owner may, upon written notice to the Contractor of its intention to convert the termination for convenience to a termination for cause. initiate the termination for cause procedures at that time, as set forth in the Performance Bond, and the termination for convenience shall then be converted to a termination for cause.

#### 22. TERMINATION FOR CAUSE

- A. If the Contractor persistently or repeatedly refuses or fails to prosecute the work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or material, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the Owner may, by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled or receive any further payment until the Work is finished.
- B. If the unpaid balance of the Contract Price exceeds the cost of finishing the work, including compensation for the additional professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the City. This obligation for payment shall survive the termination of the Contract.
- C. In the event the employment of the Contractor is terminated by the City for cause pursuant to Paragraph A and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience and the provisions of the Termination for Convenience clause shall apply.

#### 23. UNBALANCED BIDS

The City may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items. A bid is materially unbalanced when it is based on prices which are significantly overstated or understated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the City even though it may be the low evaluated bid.

#### 24. ADDITIONAL INSURANCE REQUIREMENTS

The Contractor shall carry insurance of the following kinds and amounts in addition to any other forms of insurance or bonds required under the terms of the contract specifications. The Contractor shall procure and maintain for the duration of the job until final acceptance by the Owner, or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

#### A. MINIMUM SCOPE OF INSURANCE

1. General Liability

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the Owner's approval. General Liability Coverage and Owners Contractors Protective Insurance should be written by this same insurance company.

Commercial General Liability

Products and Completed Operations Contractual Personal Injury Explosion, Collapse and Underground Broad Form Property Damage

Professional Liability

N/A

3. Automobile Liability

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

#### 4. Worker's Compensation Insurance

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations.

#### 5. Employers Liability Insurance

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

#### B. MINIMUM LIMITS OF INSURANCE

#### General Liability

Commercial General Liability on an occurrence form for bodily injury and property damage:

\$2,000,000 General Aggregate Limit
\$2,000,000 Products - Completed Operations Aggregate
\$1,000,000 Personal and Advertising Injury

\$1,000,000 Each Occurrence

#### 2. Professional Liability

N/A

#### 3. Automobile Liability

\$1,000,000 Combined Single Limit per accident for bodily injury and property damage.

#### 4. Worker's Compensation

As required by the State of Alabama Statute.

#### 5. Employers Liability

\$100,000 Bodily Injury

\$500,000 Policy Limit by Disease

#### C. OTHER INSURANCE PROVISIONS

The Owner is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the Owner's best interest. If the insurance requirements are not adjusted by the Owner prior to the Owner's release of specifications with regard to the project in question, then the minimum limits shall apply.

The policies are to contain, or be endorsed to contain, the following provisions:

- 1. General Liability and Automobile Liability Coverages Only:
- a. The Owner, its officers, employees, agents and specified volunteers are to be covered as Additional Insureds, as their interest may appear, as respects: liability arising out of activities performed by or on behalf of the contractor, architect, engineer, land surveyor or consulting firm for products used by and completed operations of the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, employees, agents or specified volunteers.
- b. The Contractor's insurance coverage shall be primary insurance as respects the Owner, its officers, employees, agents, and specified volunteers, as their interest may appear. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, agents or specified volunteers shall be excess of the Contractor's insurance and shall not contribute to it.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

#### 2. All Coverages

- a. The Contractor is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Owner. Cancellation of coverage for non-payment of premium will require ten (10) day's written notice to the Owner.
- b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner, its officers, employees, agents or specified volunteers.

#### D. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with an A. M. Best's rating of no less than B + V.

#### E. VERIFICATION OF COVERAGE

The Owner shall be indicated as a Certificate Holder and the Contractor shall furnish the Owner with Certificates of Insurance reflecting the coverage required by this document. The A.M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature.

# F. SUBCONTRACTOR WORKING FOR GENERAL CONTRACTOR, OR ARCHITECT, ENGINEERS, LAND SURVEYORS OR CONSULTING FIRMS WORKING FOR THE ENGINEER OF RECORD

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and/or endorsements for each subcontractor. The Engineer of Record shall include all architects, engineers, land surveyors or consulting firms as insured under its policies other than professional liability, or shall furnish separate certificates and/or endorsements for each architect, engineer, land surveyor or consulting firm. Subcontractors working for the contractor or architects, engineers, land surveyors, or consulting firms working for the Engineer or Record shall be required to carry insurance.

#### G. HOLD HARMLESS AGREEMENT

#### 1. Other Than Professional Liability Exposures

The Contractor, architect, engineer, land surveyor or consulting firm, to the fullest extent permitted by law, shall indemnify and hold harmless the City of Huntsville, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom and (2) is caused by any negligent act or omission of the contractor, architect, engineer, land surveyor or consulting firm, or any of their subcontractors, subconsultants, or anyone directly or indirectly employed by any of them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

2. The architect, engineer, land surveyor or consulting firm agrees that as respects to negligent acts, errors, or omissions in the performance of professional services, to indemnify and hold harmless the City of Huntsville, its officers, agents, employees, and specified volunteers from and against any and all claims, demands, losses and expenses including, but not limited to attorney's fees, liability, or consequential damages of any kind or nature resulting from any such negligent acts, errors, or omissions of the architect, engineer, land surveyor or consulting firm or any of their subconsultants, or anyone directly or indirectly employed by any of them or anyone for whose acts they are legally liable.

#### 25. **DOMESTIC PREFERENCES**

In the performance of this contract, the contractor shall comply with <u>Ala Code (1975)</u> §§ 39-3-1 through 39-3-5 in supplying steel, materials, supplies, other products, and labor. Failure to comply with these requirements shall subject the contractor to the penalties set forth in the sections of the Alabama Code set forth above.

#### 26. TIME IS OF THE ESSENCE

Time is of the essence in the performance of this contract.

#### 27. NO DAMAGES FOR DELAYS

In the event that the Contractor is delayed in the performance of the work for the reasons set forth in §80.09 of the <u>City of Huntsville's Standard Specifications for the Construction of Public Improvements, Contract Projects, 1991</u>, then the Contractor's recovery for such delay shall be limited to the extensions of time in contract performance in accordance with the provisions of §80.09 and in §4(c) "Changes in Contract Time" as set forth in the Request for Bids.

In such circumstances, time extensions are the sole remedy provided to the Contractor. The Contractor shall make no claim for extra compensation due to delays of the project beyond his control. Such delays may include those caused by an act of neglect on the part of the owner or the engineer, or by an employee of either, or by any separate contractor employed by the Owner, or by any changes ordered in the work, or by labor disputes, fire, unusual delays in transportation, adverse weather condition not reasonably anticipatable, unavoidable casualties, or by delay specifically authorized by the Owner in writing pending the resolution of any disputes, or by any other cause which the Owner determines may justify delay.

# 28. CONTRACTOR RESPONSIBLE FOR LOCATING UTILITIES PRIOR TO CONSTRUCTION INITIATION

The Contractor's attention is specifically directed to §50.07 -Cooperation with Utilities and Non-Highway Public Facilities of the City of Huntsville's Standard Specifications for the Construction of Public Improvements, Contract Projects, 1991. In addition to the responsibilities placed on the Contractor by that clause, the Contractor shall be responsible for having existing utilities located prior to excavations. The existence and location of any underground utility pipes or structures shown on these drawings have been obtained by a search of the available records. The City assumes no responsibility as to completeness or accuracy of the depicted location on these drawings. The Contractor shall be responsible for taking precautionary measures to protect the utility lines shown and all other lines not of record or not shown on these drawings by verification of their location in the field prior to the initiation of the work.

# 29. CORRECTION TO <u>CITY OF HUNTSVILLE'S STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF PUBLIC IMPROVEMENTS, CONTRACT PROJECTS, 1991</u>

§80.09 (b) 2.of the <u>City of Huntsville's Standard Specifications for the Construction of Public Improvements, Contract Projects, 1991</u> refers to the definition of recovery time as being set forth in Section 10.01. Inasmuch as this definition was omitted from §10.01, the following definition shall be incorporated:

Recovery Time. Recovery time is defined as the time required, after the controlling item or items of work have been substantially damaged as a result of conditions and causes beyond the control of the Contractor and not due to his negligence of fault, to restore the work to the condition existing prior to such damage so that normal operations can be resumed on the contract pay items. Recovery time shall be the number of days required by the Contractor, working with normal forces, to restore the work as described above.

#### 30. WARRANTIES

Contractor shall provide a minimum of one year warranty of all materials and services from date of final completion. Additionally, all manufacturer's warranties on materials used in providing the services shall be provided to the owner with the final payment request. Separate warranty bonds may be required on specialty items as determined by the Owner and will be shown as a separate line item in the quantities prior to bidding.

### 31. COORDINATION WITH OTHER CONTRACTORS

It shall be the responsibility of the contractor to coordinate with other separate contractors who may be working on the site or an adjacent site with regards to access to the site, storage of materials and working on a non-interference basis.

#### 32. W-9 TAXPAYER FORM

All vendors/contractors are required to submit a Federal Tax Form W-9 to City of Huntsville at the time a contract is awarded, unless vendor/contractor is already registered and doing business with the City. No payments of invoices can be made until this W-9 Tax Form has been properly submitted. A copy of the W-9 Tax Form can be obtained at the following website: <a href="https://www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf">www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf</a>

#### 33. FINAL PAYMENT

Final payment to construction contractor will be made after contractor provides the following: advertising of completion for four (4) consecutive weeks, lien waivers have been provided from all subcontractors, Record Drawings (As-Builts) have been submitted to the OWNER by construction contractor, all property pins have been reset by a licensed land surveyor hired by the construction contractor to meet "Standards of Practice for Surveying in the State of Alabama" as required by the Alabama Board of Registration for Engineering and Land Surveyors, and all construction signs have been removed. This final payment will be retainage only. All work shall be complete prior to advertisement of completion. Advertisement of completion shall be in a Huntsville local newspaper. The final payment request of retainage only shall be submitted along with two (2) original,

certified copies (with raised notary seal) of the advertisement of completion, warranties, lien waivers and Record Drawings. The advertisement of completion must read as follows:

		LEGA	L NOTICE (Header)		
(company name)			f Completion of Contract with	(project name)	, (project
			All claims should be filed at	(company address)	during this
period of advertisement,	i.e. June 17, 24	, July 1, 8, 2011	(example of dates).		

#### 34. PROJECT COMPLETION DATE

The project completion date will be a date mutually agreed upon by the OWNER and Contractor. This date will be after all items have been completed. Therefore, all work will be complete before any advertisement of completion is made. The completion date will always be before the first advertisement date. This final project completion date will be the date used to determine the one year warranty for all work and materials, unless a separate warranty bond has been called for as a line item prior to bidding.

#### 35. RECORD DRAWINGS

#### **POLICY FOR RECORD DRAWINGS**

The purpose of this policy is to document procedures for the preparation and delivery of Record Drawings. Record Drawings shall include all changes in the plans, including those issued as Change Orders, Plan Clarification, Addenda, Notice to Bidders, responses to Requests for Information, Jobsite Memos, and any additional details needed for the construction of the project, but not shown on the plans. After completion of all construction and before final acceptance is made, the Contractor shall submit one set of full size record drawings with dimensioned changes shown in red pencil, and one digital copy of record drawings using the criteria listed below.

#### City Construction Projects:

The Contractor shall be responsible for field surveying upon substantial completion of construction (to be performed by a registered land surveyor in Alabama). Contractor is responsible for providing digital record drawings showing all info specified below, as applicable. Record drawings shall be maintained by the Contractor at the work site and shall be updated based on job progress to reflect all changes. Record drawings shall be made available for review on a monthly basis at the job site. A monthly review of record drawings will be part of the monthly monetary progress review. Progress payments may be withheld if the Record Drawings are not kept up-to-date. A late review could result in a delay of payment.

#### Format Requirements for all record drawing submittals:

All drawings shall be prepared in Micro Station .DGN format, unless otherwise approved by the City Engineer. Transmittal letters shall consist of a list of files being submitted, a description of the data in each file, and a level/layer schematic of each design file. DGN design files should have working units as follows: master units in feet, no sub-units, and 1,000 positional units. All data submitted shall use NAD 1983 Alabama East Zone coordinates as described in The Code of Alabama (1975), section 35-2-1 and NGVD 1929. Digital files shall be submitted on 4-3/4" CD-RW (preferably in a live/flash drive format) ROM, 100 MB zip drive, 3 and ½ inch floppy disk, or to the City of Huntsville F.T. P. Site. Contractor is required to certify that record drawings are in the correct format upon submittal. Record Drawings shall be prepared and provided to the OWNER in the manner required and described below in Level Symbology.

# Record Drawing Criteria, unless otherwise noted by City Engineer:

#### 1. Roadways:

a. Any changes during construction of roadway/intersections that differ from plan drawings.

#### 2. Sanitary Sewers:

- a. Gravity Line
  - i. Horizontal Location of Manholes Northing and easting Coordinates
  - ii. Vertical Location of Manholes Lid elevation and Invert elevation.
  - iii. Changes in location of clean outs, or end of service lateral.
  - iv. Changes in length, slope, size, or material of lines.
- b. Force Mains
  - i. Horizontal Location of Air Relief/Vacuum/Isolation Valves Northing and easting Coordinates
  - ii. Horizontal and Vertical Location of Fittings/Bends
  - iii. Changes in length, size, depth or material of lines
  - iv. Changes in restraint types
- c. Pump Stations
  - i. Changes in Structural Requirements (length, width, thickness, cover, laps, bar size, spacing, materials, material strengths, etc.)
  - ii. Changes in Site Development and/or Landscaping
  - iii. Changes in Equipment

#### 3. Storm Drainage:

- a. Structures (boxes, inlets, end treatments, etc.):
  - i. Horizontal locations of Features Northing and easting coordinates
  - ii. Vertical location of Features Tops and Inverts
  - iii. Changes in type, size, or material of feature.
- b. Pipes / Culverts:
  - i. Document length
  - ii. Document slope
  - iii. Document size
  - iv. Document invert elevation
  - v. Changes in material of structure
- c. Flumes, Ditches, and/or Swales/Berms: (the following are minimum requirements).
  - i. Horizontal location (to verify location within described easements)

For easement widths less than 15- feet	At 100-foot intervals along the centerline of feature.
For easement widths 15-feet or Greater	At 200-foot intervals along the centerline of feature.
Oleatel	the centenine of leature.

#### ii. Vertical location (to verify positive drainage)

	At 50-foot intervals along the centerline of feature.
For slopes 0.5% or greater	At 100-foot intervals along the centerline of feature.

- iii. Changes in width or material of feature.
- iv. Changes in location and type of geotechnical fabric used.
- v. Changes in overall grading of site topography.
- d. Detention / Retention Facility:
  - i. Changes in size, location, or material of facility.
  - ii. Changes in location and type of geotechnical fabric used.
  - iii. Where applicable, copy of maintenance agreement.

#### Checklist for review of record drawings:

- a. Changes in sidewalk location or size.
- b. Changes in shoulder widths.
- c. Changes in grades at intersections. (also to include changes in island location)
- d. Changes in location of driveway aprons.
- e. Changes in pavement section, to be supported by adequate documentation.
- f. Changes in gutter flow line elevation. (could be substituted in 3b) versus edge of pavement).
- g. Geotechnical fabric locations, to include vertical elevation.
- h. Changes in Traffic Engineering related items such as signals, signage and markings, etc.

Any other changes that may have occurred during construction.

#### LEVEL SYMBOLOGY

DESIGN	CONTENTS	LINE	COLOR	WEIGHT	TEXT	FONT	CELL
LEVEL		CODE			SIZE		NAME
1	State Plane	0	0	0	20	0	
	Coordinate Grid	1					
2	Benchmarks	0	0	0			
3	Street Text	0	3	0	20	0	
4	Street R/W	7	0	0			
5	Street Centerline	7	0	0			
6	Street Pavement	0	3	0			
6	Proposed Street	3	16	0			
	Pavement						
7	Parking Lots	i	3	1			
8	Secondary Roads	2	3	0			
8	Trails	3	3	0			
9	Secondary	0	3	0	20	0	

	Roads/Trails Text			1	<del></del>		Ţ
10	Sidewalks		<del> </del>			<u> </u>	<del>                                     </del>
11		5	3	0		-	
12	Bridges/Culverts	0	0	0			
	Hydrology - Major	6	1	0			
12	Hydrology - Minor,	7	1	0			i
13	Ditches			<del> </del>			<u> </u>
	Hydrology - Text	0	1	0	25	23	
14	Tailings & Quarries,	0	1	0			
	Athletic						
	Fields/Text, misc.						
1.5	areas						
15	City Limits/County	1	0	3			
	Line						<u> </u>
16	City /limit text	0	0	1	30	0	
17	Railroad Tracks	0	2	0	ľ		RR
<u> </u>	(Patterned)						
1.8	Railroad Text	0	2	0	25	0	
19	Railroad R/W	2	2	0			
20	Utility Poles (Cell)	0	5	0			P POLE
21	Utility Easements	3	5	0			
22	Utility Text	0	5	1			
23	Geographic Names	0	3	1		<b></b>	
24	Building Structures	0	0	0	···   · · · · · · · · · · · · · · · · ·	<del> </del>	<del> </del>
	Pools and Text	0	1	0	10	1	-
24	Future Site of	2	0	0	10		STRUCT
]	Structures			1			SIRUCT
	Existing Structures	2	0	0	<del> </del>		STRCEX
	(exact location and	2	"	, ,			STRCEX
•	shape unknown)						
25	Property Lines	6	6				
26	Cadastral Polygons	6	6	0			
27	Ownership Text	0					<u> </u>
28			6	1	1		
	Cemeteries/Text	4	6	0	10	1	
29	Lot Numbers				25	0	
30	Block Numbers				30	0	
31	Addition Names	0	0	0	35	0	
32	Open						
33	Lot Ticks						
34	Lot Lines/Property	6	6	0			
	Lines						
35	Trees/Hedge Rows	0	6	0	AS=1		TREES
36	GPS Monuments	0	5	0	15	0	GPS
37	2' Topo Contour				1		- 010
38	5' Topo Contour	0	7	0	1		<del> </del>
39	25' Major Topo	0	7	0	<del></del>		
_	Contour		'	J			[
40	X Spot Elevation	0	7	0	+		
41	FEMA	0	3/0	0	18	1	CDCDNM
	Monuments/Labels	J	3,0	. U	10	1	GPSPNT
42	Quarter Sections				+		
43	Section Lines	0	E		<del></del>		
44			5	0			
	Features	0	2	0	<del></del>		
44	Coll masses		12	0	AS=1		CELTWR
	Cell Towers						FENCE
45	Fences (Pattern)	0	8	0	AS=1		
45			8	0	AS=1		Limleg
46	Fences (Pattern) Format/Legend	0	0	0	AS=1		
46	Fences (Pattern) Format/Legend Mass Points	0 0	7	2	AS=1		Limleg
46 47 48	Fences (Pattern) Format/Legend	0	0	0	AS=1		Limleg
46	Fences (Pattern) Format/Legend Mass Points	0 0	7	2	AS=1		Limleg
46 47 48 49 50	Fences (Pattern) Format/Legend  Mass Points Break Lines	0 0	7	2	AS=1		Limleg
46 47 48 49	Fences (Pattern) Format/Legend  Mass Points Break Lines Open Signs	0 0	7	2	AS=1		Limleg
46 47 48 49 50 51	Fences (Pattern) Format/Legend  Mass Points Break Lines Open Signs Open	0 0	7	2	AS=1		Limleg
46 47 48 49 50 51 52	Fences (Pattern) Format/Legend  Mass Points Break Lines Open Signs Open Open	0 0	7	2	AS=1		Limleg
46 47 48 49 50 51 52 53	Fences (Pattern) Format/Legend  Mass Points Break Lines Open Signs Open Open Open	0 0	7	2	AS=1		Limleg
46 47 48 49 50 51 52	Fences (Pattern) Format/Legend  Mass Points Break Lines Open Signs Open Open	0 0	7	2	AS=1		Limleg

56	Property Address	0	1	0			
57	Text Tag for Buildings	0	1	0	10-20	1	
58	Open						
59	Open						
60	Open						
61	Open						
62	Monuments for Setup (point cell)	-					
63	Open						

#### 36. LIEN WAIVERS

Lien waivers will be required from all subcontractors working for the contractor. These lien waivers shall be included with your final payment package. The contractor is responsible for obtaining signatures from his subcontractors. If no subcontractors are used, contractor must provide a statement indicating such.

#### 37. LOWEST RESPONSIBLE BIDDER

For the purpose of determining the lowest responsible bidder, the OWNER shall consider the base bid amount together with any options set forth in the Request for Bids. In the event that the City does not have sufficient funds to award both the base bid and all options, then the City reserves the right to determine the lowest responsible bidder on the base bid only or the base bid and the number of options affordable considering the funds available to the City for the procurement. This method for determining the low bidder is for the purpose of allowing the City to procure the most advantageous bid for the OWNER. City of Huntsville reserves the right to award any and/or all options at any time during the life of the contract.

#### 38. NON-RESIDENT BIDDERS

"In awarding the Contract, preference will be given to Alabama resident contractors and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded the Contract only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances."

- 39. CORRECTION TO SECTION 80.08(C) of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" is revised as shown:
- (C) DAYS WORK NOT PERMITTED: The Contractor shall not permit work on any pay item to be done on Sundays and the following holidays: New Year's Day, Martin Luther King's Birthday as nationally observed, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day, except with permission of the Director.
- 40. CORRECTION TO SECTION 80 of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" PROSECUTION AND PROGRESS 80.01 Subletting and Contract. (a) LIMITATIONS

The Contractor shall not sublet the contract or any portion thereof, or of his right, title, or interest therein, without written consent of the DIRECTOR. If such consent is given, the Contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than 30 percent of the total contract cost. Any items designated in the contract as "specialty items" may be performed by sub-contract and the cost of such specialty items performed by sub-contract may be deducted from the total cost before computing the amount of work required to be performed by the contractor with his own organization. No sub-contracts, or transfer of contract, shall relieve the Contractor of his liability under the contract and bonds. The Department reserves the right to disapprove a request for permission to sublet when the proposed Subcontractor has been disqualified from bidding for those reasons listed in Subarticle 20.02(b) and Article 30.03.

41. CORRECTION TO SECTION 80 – of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" - PROSECUTION AND PROGRESS 80.03 Progress Schedule of Operations

A critical path schedule is required within thirty (30) days after award. The critical path schedule must be submitted in Microsoft Projects format (electronic format and hard copy), with the critical path highlighted. The critical path schedule shall show information on the task or tasks that must be finished on schedule for the project to finish on schedule. Task dependencies, constraints, and relationships shall be shown on the schedule. If the progress report (critical path) is not received, YOUR first pay estimate will NOT BE PROCESSED UNTIL IT IS RECEIVED). See section 80.03 and 80.04 for additional requirements.

# 42. CORRECTION TO SECTION 80 – of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" PROSECUTION AND PROGRESS 80.09 (b) Contracts on a Calendar Day or Calendar Date Basis

§80.09 (b) - Change 10 calendar days to 15 calendar days at each occurrence within section 80.09(b).

Section 80.09(B) is revised to remove the last sentence of the first paragraph: ( "Also where the total cost of the completed work exceeds the total cost shown on the proposal, an extension in calendar days will be granted the Contractor, as provided in Section 80.09(a)1.") It is replaced by: "Where the scope of work is increased, an extension of time commensurate with the scope of the change may be granted by the OWNER, when in his judgment, the facts justify an extension. The contractor shall provide justification substantiated to the satisfaction of the OWNER with any requests for time extensions. Justification shall include, but not be limited to, a revised schedule showing the impact to critical path tasks."

43. CORRECTION TO SECTION 105 – of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" - EXCAVATION AND EMBANKMENT 105.04 (a) Method of Measurement

Section 105.04 will remain as stated when estimated borrow material is less than 2500 C.Y.

When estimated borrow material is more than 2500 C.Y., Section 105.04 is revised to remove the last paragraph: "Borrow material will be measured at the point of delivery, inside the delivery truck less 30 percent for shrinkage."

44. CORRECTION TO SECTION 847 – of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" - PIPE CULVERT JOINT SEALERS

Section 847 is deleted and replaced with Section 846 - Pipe Culvert Joint Sealers, ALDOT Specifications for Highway Construction, Current Edition.

#### 45. NPDES CONSTRUCTION REQUIREMENTS

For areas of this project meeting the Alabama Department Of Environmental Management (ADEM) definition of a "Construction Site", the Contractor shall prepare and apply for, pay the necessary fees, post the required registration at the jobsite prior to commencing work, and maintain the worksite and records in accordance with the ADEM requirements for National Pollutant Discharge Elimination System (NPDES) registration. Offsite borrow pits utilized in the construction of this project are included in the requirement. NPDES Construction Site is construction that disturbs one (1) acre or greater or will disturb less than one (1) acre but is part of a larger common plan of development or sale whose total land disturbing activities total one (1) acre or greater. An NPDES construction site also includes construction sites, irrespective of size, whose stormwater discharges have a reasonable potential to be a significant contributor of pollutants to a water of the State, or whose stormwater discharges have a reasonable potential to cause or contribute to a violation of an applicable Alabama water quality standard as determined by the Department. The Contractor is referred to the "Alabama Department Of Environmental Management Field Operations Division – Water Quality Program – Division 335 – 6" for complete definitions and requirements. The Contractor is also referred to Item 11 of these General Requirements, sections 50.15, 50.16, and 70.02 of the City of Huntsville Standard Specifications For Construction Of Public Improvements, Contract Projects (Specifications).

Contractor violations of the permit by rule which results in enforcement actions from ADEM including fines and/or work stoppage shall be the responsibility of the Contractor. Fines assessed to the Contractor or the OWNER because of Contractor action shall be paid by the Contractor. No extension of contract time shall be considered as a result of enforcement. Enforcement history will also be considered by the OWNER in its decision to issue future proposals or award future contracts in accordance with disqualification provisions of Section 20.02(b) of the Specifications.

# 46. **DELETION OF SECTION 50.01 – Authority of the Engineer of Record** This section is deleted.

# 47. SHOP DRAWINGS

The approval of shop drawings by the Engineer will cover only the features of the design and in no case shall this approval be considered to cover error or omissions in shop details or a check of any dimensions. The Contractor shall be responsible for the accuracy of the shop drawings, the fabrication of materials and the fit of all connections; and he shall bear the cost of all extra work in erection caused by errors in shop drawings or in fabrication, inaccurate workmanship, misfits of connections or for any changes in fabrication necessary. No work shall be done on the material before the shop drawings have been approved. Any material that the Contractor orders prior to the approval shall be at the Contractor's risk.

Substitutions or changes whether indicated or implied on shop drawings will not be considered as changes regardless of the Engineer's approval of shop drawings unless the change has been previously submitted and approved as a change order per the requirements for changes in the contract.

After a shop drawing has been approved, no changes shall be made unless directed in writing to the Owner and acceptance

by the Owner of said changes. Any acceptance of change by the Owner does not constitute a change to the contract unless that change has been approved and directed in writing per change order. Compensation for preparing and furnishing all shop and working drawings shall be included in the contract unit prices for the various pay items of work.

#### 48. <u>E-VERIFY - NOTICE</u>

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as "the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

"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."

Contractor's E-Verify Memorandum of Understanding shall be a part of the contract bid documents and shall be submitted with the bid package.

# 49. CITY OF HUNTSVILLE'S TRAFFIC ENGINEERING DEPARTMENT CONSTRUCTION REQUIREMENTS

For areas of this project that require removal of traffic loops, striping, markings, rpm's and ceramic markers, the following shall apply:

- 1. TRAFFIC SIGNAL LOOP REPAIRS All vehicular and bicycle detector loop replacements shall be in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, Current Edition. Unless otherwise specified, traffic signal loops shall be replaced exactly as existed prior to any paving or resurfacing work. The general contractor will be responsible for documenting location of loops, location of any associated items for loop operation and assuring that loops are replaced exactly as existed prior to paving. All vehicular and bicycle loop repairs shall be replaced within fourteen (14) calendar days after paving work.
- 2. TRAFFIC SIGNAL STRIPING, MARKINGS, RAISED PAVEMENT MARKERS AND CERAMIC MARKERS FOR GUIDANCE All traffic striping, markings, raised pavement markers and ceramic markers for guidance shall be in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, Current Edition. Unless otherwise specified, traffic striping, markings, raised pavement markers and ceramic markers for guidance shall be replaced exactly as traffic striping, markings, raised pavement markers and ceramic markers for guidance existed prior to any paving or resurfacing work. The general contractor will be responsible for documenting location of all striping, markings, raised pavement markers and ceramic markers for guidance and assuring that all are replaced exactly as existed prior to paving. All traffic striping, markings, raised pavement markers and ceramic markers for guidance shall be reflectorized. All resurfaced areas shall be marked with temporary striping and markings for traffic usage by nightfall each day, 7 days a week, in accordance with State of Alabama regulations. All permanent striping, markings, raised pavement markers and ceramic markers for guidance shall be replaced within thirty (30) calendar days after paving work.

# 50. SURVIVABILITY OF CONTRACT PROVISIONS

Termination of this Contract by either party shall not affect the rights and obligations of the parties that accrued prior to the effective date of the termination. Terms and conditions of the contract that survive termination include, but are not necessarily limited to, provisions regarding payments, insurance, termination, warranty, governing law of the contract, liquidated damages, bonding requirements, notice procedures, waiver, and other requirements necessary and appropriate for the proper resolution of disputes, claims, and enforcement of the rights of the parties.

#### 51. SURETY BONDS

The Contractor shall furnish separate performance and payment bonds to the Owner within fifteen (15) days after the date of acceptance of this proposal by City Council action. Each bond shall set forth a penal sum in an amount not less than the

Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in forms suitable to the Owner, in conformance with all the requirements of the <a href="Code of Alabama">Code of Alabama</a> (1975), §39, and shall be executed by a surety, or sureties, reasonably suitable to the Owner. All bonds must be approved by the Mayor and the Clerk-Treasurer of the City of Huntsville.

#### 52. GOVERNING LAW

The Contract shall be governed by the laws of the State of Alabama.

# 53. ALABAMA IMMIGRATION ACT (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975)

Compliance with the requirements of the (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30, as amended by Alabama Act 2012-241, commonly referred to as the Alabama Immigration Law, is required for City of Huntsville, Alabama contracts that are competitively bid as a condition of the contract performance. The Contractor shall submit in the bid package, with the requested information included on the form, the "City of Huntsville, Alabama Report of Ownership Form" listed in this document as Attachment "I". The bidder selected for award of the contract may be required to complete additional forms relating to citizenship or alien status of the bidder and its employees, including e-verify information, prior to award of a contract.

#### 54. SUCCESSORS AND ASSIGNS

The Owner and Contractor bind themselves, their successors and assigns to the other party hereto and to successors and assigns of such other party in respect to covenants, agreements, and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner. In no event shall a contract be assigned to an unsuccessful bidder whose bid was rejected because he or she was not a responsible or responsive bidder.

#### 55. WRITTEN NOTICE

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

#### 56. RIGHTS AND REMEDIES

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

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

#### **57. ENTIRE AGREEMENT**

This Contract represents the entire agreement between the Owner and the Contractor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both Owner and Contractor.



Kathy Martin, P.E.

Director
City Engineer

# Urban Development Department Engineering Division

# MERCHANT'S SQUARE PARKING DECK Project No. 71-17-SP45

August 29, 2017

# Addendum #1

<u>SPECIFICATIONS & DRAWINGS FOR THIS PROJECT</u> are hereby amended or clarified as set out below. This Addendum forms a part of the Contract Documents. The following conditions, drawings, specification changes, etc., take precedence over any conflicting conditions in the drawings and specifications or other Contract and Bid Documents. Portions of the Documents unchanged by this Construction Bulletin remain in full effect.

# DESCRIPTION OF SPECIFICATION REVISIONS

- AD1.1 Section 00 0110 TABLE OF CONTENTS
  - a. Revised
- AD1.2 Section 00 0115 LIST OF DRAWING SHEETS
  - a. Revised
- AD1.3 Section 01 2300 ALTERNATES
  - a. Revised
- AD1.4 Section 01 2100 ALLOWANCES
  - a. Added spec section
- AD1.5 Section 05 7000 DECORATIVE METAL
  - a. Removed from Table of Contents
- AD1.6 Section 09 2116 GYPSUM BOARD ASSEMBLIES
  - a. Removed from Table of Contents
- AD1.7 Section 09 3000 TILING
  - a. Removed from Table of Contents
- AD1.8 Section 09 2424 PORTLAND CEMENT STUCCO
  - a. Removed from specifications
- AD1.9 Section 09 6519 RESILIENT TILE FLOORING
  - a. Revised section

# The Star of Alabama

#### AD1.10 Section 10 1400 - SIGNAGE

a. Revised section

# AD1.11 Section 10 5300 - EXTRUDED ALUMINUM WALKWAY COVERS

a. Added spec section

# AD1.12 Section 14 2100 - ELECTRIC TRACTION ELEVATORS

a. Revised section

### **DESCRIPTION OF DRAWING REVISIONS**

Revisions to Drawings are generally marked and dated. Contractor is responsible for all changes to drawings whether or not marked. The following are changes that occurred between Permit Construction Set 07/14/17 to this submission of Addendum #1 to Permit Construction Set. Dated 08/28/17

### **ARCHITECTURAL**

### AD1.1 Sheet A0.1 COVER SHEET

a. Marked sheets adjusted by Addendum #1

# AD1.2 Sheet A0.5 LIFE SAFETY PLAN

a. Removed out-parcel circulation configuration and access to Bob Wallace Avenue per city comments

### AD1.3 Sheet A1.0 SITE PLAN

- a. Removed out-parcel circulation configuration and access to Bob Wallace per city comments
- b. Removed two parking spaces at second level of the deck and revised parking count per city comments

# AD1.4 Sheet A2.4a PARKING DECK GROUND LEVEL FLOOR PLAN

- a. Added spot elevations per city comments
- b. Revised parking count
- c. Revised and added notes

# AD1.5 Sheet A2.4b PARKING DECK LEVEL 2 FLOOR PLAN

- a. Removed two parking spaces and revised parking count per city comments
- b. 03/A2.4b
  - 1. Relocated HVAC equipment per city comments
  - Revised storefront
  - 3. Revised dimensions and notes
  - 4. Added storefront tag
- c. Revised notes
- d. 05/A2.4b Revised plan detail

# AD1.6 Sheet A3.4 PARKING DECK ELEVATIONS

a. 05, 06, & 07/A3.4 - relocated HVAC equipment per city comments

# AD1.7 Sheet A5.4 PARKING DECK ROOF PLAN

a. Relocated HVAC equipment per city comments

#### AD1.8 Sheet A6.4 PARKING DECK DOOR & STOREFRONT

- a. 02/A6.4
  - 1. Revised storefront 'D'
  - 2. Added storefront 'E'
  - 3. Revised note

#### AD1.9 Sheet A8.4a ELEVATOR DETAILS

- a. Relocated HVAC equipment per city comments
- b. Revised finished grade elevations per coordination with civil drawings
- c. Updated elevator hoist way dimensions and clear overhead per coordination with elevator manufacturer

# AD1.10 Sheet A8.4b PARKING DECK STAIR DETAILS

- a. Revised finished grade elevations and stair sections per coordination with civil drawings
- b. 02 & 03/A8.4b revised dimensions

### **MECHANICAL**

# AD1.11 Sheet M0.1 HVAC SCHEDULES, LEGENDS, DETAILS, CONTROLS AND PARTIAL FLOOR PLANS

- a. Relocated HVAC equipment per city comments
- b. Added condensate drain line
- c. Revised fan schedule

The Geotechnical Report is posted to the Engineering Department's website.

Addenda will only be emailed to those bidders who attend and have signed in at the pre-bid meeting. All addenda, as well as other project information, are available for downloading on Engineering's website at www.huntsvilleal.gov/engineeringbids. Acknowledgement of receipt/download from website of addenda is mandatory using Attachment "C" located in the Specifications and attachment must be submitted with bid package. Failure to do so shall be cause for rejection of the bid. It is the responsibility of all bidders to refer to the website for any updates. The attached pre-bid meeting minutes, all addenda and attachments for the above-referenced project will become part of the contract documents.

**Attachments: Revised Technical Specifications** 

**Revised Drawings** 

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# **SECTION 00 0110 - TABLE OF CONTENTS**

# PROCUREMENT AND CONTRACTING REQUIREMENTS

# Division 00 -- Procurement and Contracting Requirements

- 00 0101 Project Title Page
- 00 0102 Project Information
- 00 0107 Seals Pages
- 00 0110 Table of Contents
- 00 0115 List of Drawing Sheets

# Remaining Procurement and Contracting Information to be provided by City of Huntsville, AL

- 00 5000 Contracting Forms and Supplements
- 00 7200 General Conditions
- 00 7300 Supplementary Conditions

#### **SPECIFICATIONS**

# **Division 01 -- General Requirements**

- 01 1000 Summary
- 01 2000 Price and Payment Procedures
- 01 2100 Allowances
- 01 2300 Alternates
- 01 3000 Administrative Requirements
- 01 3100 Contract Modification Proceedures
- 01 3216 Construction Progress Schedule
- 01 4000 Quality Requirements
- 01 4100 Structural Tests and Special Inspections
- 01 5000 Temporary Facilities and Controls
- 01 6000 Product Requirements
- 01 7000 Execution and Closeout Requirements
- 01 7419 Construction Waste Management and Disposal
- 01 7800 Closeout Submittals
- 01 7900 Demonstration and Training

#### **Division 02 -- Existing Conditions**

02 3900 - Rammed Aggregate Piers

# **Division 03 -- Concrete**

- 03 3000 Cast-in-Place Concrete
- 03 4100 Precast Structural Concrete

#### Division 04 -- Masonry

04 2000 - Unit Masonry

**TABLE OF CONTENTS** 

#### Division 05 - Metals

05 5000 - Metal Fabrications

05 5100 - Metal Stairs

05 5213 - Pipe and Tube Railings

# Division 06 -- Wood, Plastics, and Composites

06 1000 - Rough Carpentry

#### Division 07 -- Thermal and Moisture Protection

07 1324 - Blindside Sheet Waterproofing

07 1417 - Fluid-Applied Waterproofing

07 5423 - Thermoplastic-Polyolefin Roofing (TPO)

07 6200 - Sheet Metal Flashing and Trim

07 9113 - Exterior Expansion and Seismic Joint Covers

07 9200 - Joint Sealants

#### Division 08 -- Openings

08 1113 - Hollow Metal Doors and Frames

08 4313 - Aluminum-Framed Storefronts

08 7100 - Door Hardware

08 8000 - Glazing

#### Division 09 -- Finishes

09 6519 - Resilient Tile Flooring

09 9000 - Painting and Coating

### Division 10 - Specialties

10 1400 - Signage

10 4400 - Fire Protection Specialties

10 5300 - Extruded Aluminum Walkway Covers

#### **Division 14 -- Conveying Equipment**

14 2100 - Electric Traction Elevators

# Division 26 -- Electrical

26 0519 - Low-Voltage Electrical Power Conductors and Cables

26 0526 - Grounding and Bonding for Electrical Systems

26 0529 - Hangers and Supports for Electrical Systems

26 0533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

26 0544 - SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING

26 0553 - Identification for Electrical Systems

26 0573 - Coordination and Arc Flash Studies

26 2200 - Low-Voltage Transformers

Merchant's Square- Parking Deck

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26 2416 - Panelboards

26 2726 - Wiring Devices

26 2816 - ENCLOSED SWITCHES AND CIRCUIT BREAKERS

26 5119 - LED Interior Lighting

26 5619 - LED Exterior Lighting

### **Division 32 -- Exterior Improvements**

32 3913 - Decorative Metal Bollards

APPENDIX A - REPORT OF SUBSURFACE EXPLORATION AND GEOTECHNICAL EVALUATION MERCHANTS SQUARE HUNTSVILLE, ALABAMA PREPARED BY BUILDING AND EARTH SCIENCES, INC. (PROJECT NUMBER HV160069) DATED 11 NOVEMBER 2016

END OF SECTION

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# **SECTION 00 0115** LIST OF DRAWING SHEETS

# **PARKING DECK**

ARCHITE	CTURAL
A0.1	COVER SHEET
A0.2	CODE STUDY
A0.3	UL ASSEMBLIES & FIRESTOPPING
A0.4	ADA/ANSI 117.1 STANDARDS & DETAILS
A0.5	LIFE SAFETY PLAN
A1.0	SITE PLAN
A2.4a	PARKING DECK GROUND LEVEL FLOOR PLAN
A2.4b	PARKING DECK LEVEL 2 FLOOR PLAN
A3.4	PARKING DECK ELEVATIONS
A4.4	PARKING DECK SECTIONS
A5.0	ROOF DETAILS
A5.4	PARKING DECK ROOF PLAN
A6.4	DOOR AND WINDOW SCHEDULES AND ELEVATIONS
A8.4a	ELEVATOR PLANS, SECTIONS AND DETAILS
A8.4b	STAIR PLANS, SECTIONS AND DETAILS
STRUCTU	IRAL.
S0.4a	GENERAL NOTES
S1.4a	TYPICAL DETAILS
S1.4b	SCHEDULE OF SPECIAL INSPECTIONS
S2.4a	FOUNDATION PLAN

**SECTIONS** 

**SECTIONS** 

S4.4a

S4.4b

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MECH	ANICA	LIPLU	IMBING

- M0.1 HVAC SCHEDULES, LEGENDS, DETAILS, CONTROLS AND PARTIAL FLOOR PLANS
- P0.1 PLUMBING LEGEND, NOTES, SCHEDULES & DETAILS
- P1.0 PLUMBING PARKING DECK GROUND AND 2ND LEVEL PLANS

#### **ELECTRICAL**

- E0.1 ELECTRICAL LEGENDS, NOTES, AND SCHEDULES
- E0.2 ELECTRICAL RISER DIAGRAM AND PANEL SCHEDULES
- E1.1 PARKING DECK LEVEL 1- PHOTOMETRIC
- E1.2 PARKING DECK LEVEL 2 PHOTOMETRIC
- E1.3 PARKING DECK LEVEL 1 ELECTRICAL
- E1.4 PARKING DECK LEVEL 2 ELECTRICAL

#### **SIGNAGE AND GRAPHICS PACKAGE**

#### **COVER SHEET**

- G2.4 SIGNAGE FLOOR PLAN
- 1 SIGN TYPE A: HEADACHE BAR
- 2 SIGN TYPE B: FDC SIGN
- 3 SIGN TYPE C: OVERHEAD CAUTION SIGN
- 4 SIGN TYPE D: OVERHEAD DIRECTIONALS
- 5 SIGN TYPE E: HANDICAP
- 6 SIGN TYPE F: BUILDING NUMBERS
- 7 SIGN TYPE G: UTILITY SIGN
- 8 SIGN TYPE G: IN CASE OF FIRE
- 9 SIGN TYPE FEC: FIRE EXTINGUISHER

THE FOLLOWING DOCUMENTS ARE PART OF THE BID DOCUMENTS BUT WERE NOT PREPARED BY CMH ARCHITECTS OR ITS CONSULTANTS.

# PRECAST DRAWINGS - PREPARED BY TINDALL CORPORATION UNDER SEPERATE CONTRACT WITH OWNER

E 000 GENERAL NOTES

- E100 PRECAST FOUNDATION PLAN
- E101 1ST LEVEL FRAMING PLAN
- E200 WEST ELEVATION, PARTIAL WEST & SOUTH ELEVATION
- E201 EAST ELEVATIONS, NORTH & PARTIAL WEST ELEVATION
- E202 INTERIOR ELEVATIONS ALONG GRID 4-3 & 4-D AND NORTH & SOUTH INTERIOR

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**ELEVATION** 

E400

SECTIONS/DETAILS

E450

**SECTIONS/DETAILS** 

**END OF SECTION** 

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#### SECTION 01 2100 - ALLOWANCES

#### **PART 1 GENERAL**

#### 1.01 SECTION INCLUDES

- A. Cash allowances.
- B. Payment and modification procedures relating to allowances.

#### 1.02 RELATED REQUIREMENTS

A. Section 01 2000 - Price and Payment Procedures: Additional payment and modification procedures.

#### 1.03 CASH ALLOWANCES

- A. Costs Included in Cash Allowances: Cost of product to Contractor or subcontractor, less applicable trade discounts.
- B. Costs Not Included in Cash Allowances: Product handling at the site, including unloading, uncrating, and storage; protection of products from elements and from damage; and labor for installation and finishing.
- C. CMH Architects, Inc. Responsibilities:
  - Consult with Contractor for consideration and selection of products, suppliers, and installers.
  - 2. Select products in consultation with Owner and transmit decision to Contractor.
- D. Contractor Responsibilities:
  - 1. Assist CMH Architects, Inc. in selection of products, suppliers, and installers.
  - 2. Obtain proposals from suppliers and installers and offer recommendations.
  - 3. On notification of which products have been selected, execute purchase agreement with designated supplier and installer.
  - 4. Arrange for and process shop drawings, product data, and samples. Arrange for delivery.
  - 5. Promptly inspect products upon delivery for completeness, damage, and defects. Submit claims for transportation damage.
- E. Differences in costs will be adjusted by Change Order.

#### 1.04 PAYMENT PROCEDURES:

A. Differences in cost will be adjusted by Change Order.

#### 1.05 ALLOWANCES SCHEDULE

A. Civil/Sitework Allowance: Include the sum of \$200,000 for payment of Civil/Sitework related to underground storm drainage and structures (including trench drains), curb and gutter, base and paving, concrete paving (not associated with parking deck ramp), sidewalks (including areas outside of the elevator and stair support pads noted on the structural drawings), ADA mats/detectable warning surfaces, pavement markings (not associated wit the cast in place ramp or precast deck), wheel stops, concrete traffice islands, and gravel on weed barrier required for a complete project.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED END OF SECTION

ALLOWANCES 01 2100 - 1

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#### **SECTION 01 2300 - ALTERNATES**

#### PART 1 GENERAL

- 1.01 SECTION INCLUDES
  - A. Description of Alternates.
  - B. Procedures for pricing Alternates.
  - Documentation of changes to Contract Price and Contract Time.
- 1.02 RELATED REQUIREMENTS
- 1.03 ACCEPTANCE OF ALTERNATES
  - A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.
  - B. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

#### 1.04 SCHEDULE OF ALTERNATES

- A. Alternate No. 1 Add reveal in precast panel as described on Architectural Elevations and precast drawings. Refer to A3.4:
- B. Alternate No. 2 Add Vertical Panels at North Elevation as described on the Architectural Elevations and Structural Drawings and Precast Drawings. :
- C. Alternate No. 3 Add Wall Sconces to North Elevations as described on Architectural Elevations and Electrical Drawings. Refer to A 3.4:

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED END OF SECTION

ALTERNATES 01 2300 - 1

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09 9000 - 1

# **SECTION 09 9000 - PAINTING AND COATING**

#### PART 1 GENERAL

#### 1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints and other coatings.
- C. Scope: Finish all interior and exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated, including the following:
  - Both sides and edges of plywood backboards for electrical and telecom equipment before installing equipment.
  - 2. Elevator pit ladders.
  - 3. Exposed surfaces of steel lintels and ledge angles.
  - 4. Mechanical and Electrical:
    - a. In finished areas, paint all insulated and exposed pipes, conduit, boxes, insulated and exposed ducts, hangers, brackets, collars and supports, mechanical equipment, and electrical equipment, unless otherwise indicated.
    - b. In finished areas, paint shop-primed items.
- D. Do Not Paint or Finish the Following Items:
  - 1. Items fully factory-finished unless specifically so indicated; materials and products having factory-applied primers are not considered factory finished.
  - 2. Items indicated to receive other finishes.
  - Items indicated to remain unfinished.
  - Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
  - 5. Floors, unless specifically so indicated.
  - 6. Glass.
  - 7. Concealed pipes, ducts, and conduits.

# 1.02 RELATED REQUIREMENTS

- A. Section 05 5000 Metal Fabrications: Shop-primed items.
- B. Section 05 5100 Metal Stairs: Shop-primed items.

#### 1.03 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.
- B. ASTM D4442 Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Base Materials; 2007.

#### 1.04 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of all products to be used, with the following information for each:
  - Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd ename!").
  - 2. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
  - 3. Manufacturer's installation instructions.
- C. Samples: Submit three paper chip samples, 6x4 inch (\_\_\_x\_\_\_mm) in size illustrating range of colors and textures available for each surface finishing product scheduled.
- D. Manufacturer's Instructions: Indicate special surface preparation procedures.

PAINTING AND COATING

- E. Maintenance Data: Submit data including finish schedule showing where each product/color/finish was used, product technical data sheets, material safety data sheets (MSDS), care and cleaning instructions, touch-up procedures, repair of painted and coated surfaces, and color samples of each color and finish used.
- F. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  - 1. See Section 01 6000 Product Requirements, for additional provisions.
  - 2. Extra Paint and Coatings: 1 gallon (4 L) of each color; store where directed.
  - 3. Label each container with color in addition to the manufacturer's label.

#### 1.05 QUALITY ASSURANCE

A. Applicator Qualifications: Company specializing in performing the type of work specified with minimum 5 years experience.

#### 1.06 MOCK-UP

- A. See Section 01 4000 Quality Requirements, for general requirements for mock-up.
- B. Locate where directed.

# 1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F (7 degrees C) and a maximum of 90 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.

# 1.08 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Do not apply exterior coatings during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.
- D. Minimum Application Temperatures for Latex Paints: 45 degrees F (7 degrees C) for interiors; 50 degrees F (10 degrees C) for exterior; unless required otherwise by manufacturer's instructions.
- E. Provide lighting level of 80 ft candles (860 lx) measured mid-height at substrate surface.

# **PART 2 PRODUCTS**

#### 2.01 MANUFACTURERS

- A. Provide all paint and coating products used in any individual system from the same manufacturer; no exceptions.
- B. Provide all paint and coating products from the same manufacturer to the greatest extent possible.
  - In the event that a single manufacturer cannot provide all specified products, minor exceptions will be permitted provided approval by CMH Architects, Inc. is obtained using the specified procedures for substitutions.

#### C. Paints:

- 1. Benjamin Moore & Co: www.benjaminmoore.com.
- 2. PPG Paints: www.ppgpaints.com.

- 3. Sherwin-Williams Company: www.sherwin-williams.com.
- D. Primer Sealers: Same manufacturer as top coats.
- E. Block Fillers: Same manufacturer as top coats.

#### 2.02 PAINTS AND COATINGS - GENERAL

- A. Paints and Coatings: Ready mixed, unless intended to be a field-catalyzed coating.
  - 1. Provide paints and coatings of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
  - 2. Supply each coating material in quantity required to complete entire project's work from a single production run.
  - 3. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.
- B. Primers: As follows unless other primer is required or recommended by manufacturer of top coats; where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.
- C. Volatile Organic Compound (VOC) Content:
  - Provide coatings that comply with the most stringent requirements specified in the following:
    - 40 CFR 59, Subpart D-National Volatile Organic Compound Emission Standards for Architectural Coatings.
  - Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.
- D. Sheens: Provide the sheens specified; where sheen is not specified, sheen will be selected later by CMH Architects, Inc. from the manufacturer's full line.
- E. Colors: As indicated on drawings
  - In finished areas, finish pipes, ducts, conduit, and equipment the same color as the wall/ceiling they are mounted on/under.

#### 2.03 PAINT SYSTEMS - EXTERIOR

- A. Masonry Concrete Block CMU: (Painted) One Acrylic Latex Filler Coat & Two Acrylic Finish Coats
  - 1. Filler:
    - a. BM 206 Super Spec Acrylic Latex Block Filler (45 g/L)
    - b. PPG 6-12 Speedhide Acrylic Latex Masonry Block Filler
    - c. S/W B25W25 PrepRite Interior / Exterior Latex Block Filler (42 g/l)
  - 2. Finish:
    - a. 184 Super Spec 100% Acrylic Low Lustre House Paint (149 g/L)
    - b. PPG 76 line Sunproof Acrylic Latex Satin House Paint
    - C.
    - d. S/W A-82 A100 Exterior Acrylic Satin House Paint (109 g/l)
- B. Masonry Concrete Block, CMU: (Textured Coating) One Acrylic Latex Filler Coat & Two Acrylic Finish Coats
  - 1. Filler:
    - a. BM 206 Super Spec Acrylic Latex Block Filler (45 g/L)
    - b. PPG 6-12 Speedhide Acrylic Latex Masonry Block Filler
    - c. S/W B25W25 PrepRite Interior / Exterior Latex Block Filler 42 g/l)
  - 2. Finish:
    - a.
    - b.

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C. Ferrous Metals (misc.):
                                    One Alkyd Primer Coat & Two Alkyd Finish Coats
               Primer:
                   BM
                             P-06 Super Spec HP Alkyd Metal Primer (323 g/L)
               a.
                             6-208 Speedhide Alkyd Rust Inhibitive Primer
               b.
                   PPG
                             B50Z Kem Kromik Universal Alkyd Primer (405 g/l)
               C.
                   S/W
         2.
              Finish:
                   BM
               a.
                             V200 Corotech Alkyd Urethane Gloss Enamel (340 g/L)
                   PPG
                             6-284 Speedhide Alkyd Gloss Enamel
              b.
               C.
                   S/W
                             B54Z Industrial Alkyd Gloss Enamel (440 g/l)
     D. Galvanized Metal: One Prime Coat & Two Alkyd Finish Coats
              Primer:
                   BM
              a.
                             P04 Super Spec HP Acrylic Metal Primer (54 g/L)
                   PPG
              b.
                             209 Speedhide Galvanized Metal Primer
                   S/W
                             B50W3 Galvite Galvanized Metal Primer (312 g/l)
              C.
         2.
              Finish:
                  P24 Super Spec HP Alkyd DTM Semi-Gloss Enamel (419 g/L)
              a.
                             6-284 Speedhide Alkyd Gloss Enamel
              b.
                   PPG
                   S/W
                            B54Z Industrial Alkyd Gloss Enamel (440 g/l)
     E. Gypsum Drywall: One Acrylic Primer Coat & Two 100% Acrylic Finish Coats
         1.
              Primer:
                   BM
              a.
                             169 Super Spec Acrylic Latex Primer (83 g/L)
                   PPG
                             6-603 Speedhide Acrylic Latex Primer
              b.
                             B42W8041 Exterior Latex Primer (87 g/l)
                   S/W
              C
         2.
              Finish:
              a.
                             184 Super Spec 100% Acrylic Low Lustre House Paint (149 g/L)
              b.
                   PPG
              C.
                            6-610 Speedhide Exterior Acrylic Latex Flat House Paint
                            6-2045 Speedhide Exterior Acrylic Latex Satin House Paint
              d.
                            6-900 Speedhide Exterior Acrylic Latex Semi-Gloss House & Trim Paint
              e.
              f.
                  S/W
              g.
                            A-6 Series, A100 Exterior Acrylic Flat House Paint (146 g/l)
              h.
                            A-82 Series, A100 Exterior Acrylic Satin House Paint (109 g/l)
                            A-8 Series, A100 Exterior Acrylic Gloss House & Trim Paint
              i.
                   (134 g/l)
2.04 PAINT SYSTEMS - INTERIOR
         Masonry - Concrete Block:
                                       One Acrylic Latex Filler Coat & Two Acrylic Latex Finish
              Filler:
         1.
              a.
                  BM
                            206 Super Spec Acrylic Latex Block Filler (45 g/L)
              b.
                  PPG
                            6-12 Speedhide Acrylic Latex Masonry Block Filler
                  S/W
                            B25W25 PrepRite Interior / Exterior Latex Block Filler (42 g/l)
              C.
         2.
              Finish:
                            N538 Ultra Spec 500 Acrylic Latex Zero VOC Eggshell Enamel (0 g/L)
                  BM
              a.
                  PPG 6-400 Speedhide Acrylic Latex Eggshell Enamel
              b.
                            B20W2600 ProMar 200 Zero VOC Latex EgShel Enamel (0 g/l)
                  S/W
        Ferrous Metals: One Alkyd (oil base) Primer Coat & Two Alkyd Gloss Finish Coats
              Primer:
         1.
              a.
                  BM
                            P-06 Super Spec HP Alkyd Metal Primer (323 g/L)
              b.
                  PPG
                            6-212 Speedhide Alkyd Rust Inhibiting Metal Primer
                  S/W
              C.
                            B50Z Kem Kromik Universal Metal Primer (405 g/l)
         2.
              Finish:
```

		a.	BM	V200 Corotech Alkyd Urethane Gloss Enamel (340 g/L)
		b.	PPG	6-284 Speedhide Alkyd Gloss Enamel
		C.	S/W	B54Z Industrial Alkyd Gloss Enamel (440 g/l)
C.	Galv	/aniz	zed Metal:	One Water Base Prime Coat & Two Alkyd Finish Coats
	1.	Prin	ner:	
		a.	BM	P04 Super Spec HP Acrylic Metal Primer. (54 g/L)
		b.	PPG	6-209 Speedhide Galvanized Metal Primer
		C.	S/W	B50W3 Galvite Galvanized Metal Primer (312 g/l)
	2.	Fini	sh:	• • • • • • • • • • • • • • • • • • • •
		a.	BM	792 Advance Waterborne Alkyd Satin Enamel (48 g/L)
		b.	PPG	6-90 Speedhide Alkyd Eggshell Enamel
		C.	S/W g/l)	B33W8251 ProMar 200 Interior Waterbased Acrylic-Alkyd EgShel (<100
D.	Gyp	sum	Drywall	One Acrylic Latex Primer & Two Acrylic Latex Finish Coats
	1.	Prin		•
		a.	BM	N534 Ultra Spec 500 Acrylic Latex Zero VOC Primer (0 g/L)
		b.	PPG	9-2 Pure Performance Latex Interior Zero VOC Primer
		C.	S/W	B28W2600 ProMar 200 Zero VOC Interior Latex Primer (0 g/l)
	2.	Finis	sh:	
		a.	BM	N538 Ultra Spec 500 Acrylic Latex Zero VOC Eggshell Enamel (0 g/L)
		b.	PPG	9-411 Pure Performance Eggshell Enamel
		C.	S/W	B20W2600 ProMar 200 Zero VOC Latex EgShel Enamel (0 g/l)

# 2.05 ACCESSORY MATERIALS

- A. Accessory Materials: Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required to achieve the finishes specified whether specifically indicated or not; commercial quality.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

# PART 3 EXECUTION

#### 3.01 EXAMINATION

- A. Do not begin application of coatings until substrates have been properly prepared.
- B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- D. If substrate preparation is the responsibility of another installer, notify CMH Architects, Inc. of unsatisfactory preparation before proceeding.
- E. Test shop-applied primer for compatibility with subsequent cover materials.
- F. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
  - Plaster and Stucco: 12 percent.
  - 2. Interior Wood: 15 percent, measured in accordance with ASTM D4442.

#### 3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to coating application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

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- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- D. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- F. Concrete and Unit Masonry Surfaces to be Painted: Remove dirt, loose mortar, scale, salt or alkali powder, and other foreign matter. Remove oil and grease with a solution of tri-sodium phosphate; rinse well and allow to dry. Remove stains caused by weathering of corroding metals with a solution of sodium metasilicate after thoroughly wetting with water. Allow to dry.
- G. Plaster Surfaces to be Painted: Fill hairline cracks, small holes, and imperfections with latex patching plaster. Make smooth and flush with adjacent surfaces. Wash and neutralize high alkali surfaces.
- H. Galvanized Surfaces to be Painted: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.
- Corroded Steel and Iron Surfaces to be Painted: Prepare using at least SSPC-SP 2 (hand tool cleaning) or SSPC-SP 3 (power tool cleaning) followed by SSPC-SP 1 (solvent cleaning).
- J. Uncorroded Uncoated Steel and Iron Surfaces to be Painted: Remove grease, mill scale, weld splatter, dirt, and rust. Where heavy coatings of scale are evident, remove by hand or power tool wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Prime paint entire surface; spot prime after repairs.
- K. Shop-Primed Steel Surfaces to be Finish Painted: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.
- Metal Doors to be Painted: Prime metal door top and bottom edge surfaces.

#### 3.03 APPLICATION

- A. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.
- B. Apply products in accordance with manufacturer's instructions.
- C. Where adjacent sealant is to be painted, do not apply finish coats until sealant is applied.
- D. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- E. Apply each coat to uniform appearance.
- F. Dark Colors and Deep Clear Colors: Regardless of number of coats specified, apply as many coats as necessary for complete hide.
- G. Sand wood and metal surfaces lightly between coats to achieve required finish.
- H. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

#### 3.04 FIELD QUALITY CONTROL

A. See Section 01 4000 - Quality Requirements, for general requirements for field inspection.

#### 3.05 CLEANING

A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

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Merchant's Square- Parking Deck

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# 3.06 PROTECTION

- A. Protect finished coatings until completion of project.
- B. Touch-up damaged coatings after Substantial Completion.

# **END OF SECTION**

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#### SECTION 10 1400 - SIGNAGE

#### **PART 1 GENERAL**

#### 1.01 SECTION INCLUDES

A. Design, fabrication and installation of all signs shown in the signage package issued as part of the contract drawings.

#### 1.02 REFERENCE STANDARDS

- A. 36 CFR 1191 Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines; current edition.
- B. ADA Standards Americans with Disabilities Act (ADA) Standards for Accessible Design; 2010.
- C. ICC A117.1 Accessible and Usable Buildings and Facilities; 2009.

#### 1.03 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's printed product literature for each type of sign, indicating sign styles, font, foreground and background colors, locations, overall dimensions of each sign.
- C. Signage Schedule: Provide information sufficient to completely define each sign for fabrication, including room number, room name, other text to be applied, sign and letter sizes, fonts, and colors.
  - 1. When room numbers to appear on signs differ from those on the drawings, include the drawing room number on schedule.
  - When content of signs is indicated to be determined later, request such information from Owner through CMH Architects, Inc. at least 2 months prior to start of fabrication; upon request, submit preliminary schedule.
  - 3. Submit for approval by Owner through CMH Architects, Inc. prior to fabrication.
- D. Samples: Submit two samples of each type of sign, of size similar to that required for project, illustrating sign style, font, and method of attachment.
- E. Selection Samples: Where colors are not specified, submit two sets of color selection charts or chips.
- F. Manufacturer's Installation Instructions: Include installation templates and attachment devices.
- G. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  - See Section 01 6000 Product Requirements, for additional provisions.

#### 1.04 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.

# 1.05 DELIVERY, STORAGE, AND HANDLING

- A. Package signs as required to prevent damage before installation.
- B. Package room and door signs in sequential order of installation, labeled by floor or building.
- C. Store tape adhesive at normal room temperature.

#### 1.06 FIELD CONDITIONS

- A. Do not install tape adhesive when ambient temperature is lower than recommended by manufacturer.
- B. Maintain this minimum temperature during and after installation of signs.

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#### **PART 2 PRODUCTS**

#### 2.01 MANUFACTURERS

A. Manufacturer's meeting Quality Assurance requirements in Part One.

#### 2.02 SIGNAGE APPLICATIONS

A. Accessibility Compliance: Signs are required to comply with ADA Standards and ICC A117.1 and applicable building codes, unless otherwise indicated; in the event of conflicting requirements, comply with the most comprehensive and specific requirements.

#### 2.03 ACCESSORIES

- Concealed Screws: Stainless steel, galvanized steel, chrome plated, or other non-corroding metal.
- B. Exposed Screws: Stainless steel.
- C. Tape Adhesive: Double sided tape, permanent adhesive.

#### **PART 3 EXECUTION**

#### 3.01 EXAMINATION

A. Verify that substrate surfaces are ready to receive work.

#### 3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install neatly, with horizontal edges level.
- C. Protect from damage until Substantial Completion; repair or replace damaged items.

#### **END OF SECTION**

### SECTION 10 5300 - EXTRUDED ALUMINUM WALKWAY COVERS

#### **PART 1 - GENERAL**

#### 1.01 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, shall apply to work specified in this section.

#### 1.02 GENERAL DESCRIPTION OF WORK

- A. Work in this section shall include design, fabrication and installation of a complete flat, gable, or pitched extruded aluminum canopy system with welded drain beams and trusses in accordance with the drawings and this specification.
- B. Work includes coordination with the Precast Fabricator and the Metal Stair Fabricator for attachments and final dimensions.

#### 1.03 REFERENCES

- A. Aluminum Design Manual 2000, Specifications & Guidelines for Aluminum Structures.
- B. ASCE 7, Minimum Design Loads for Buildings and Other Structures.
- C. American Architectural Manufacturers Association (AAMA)
- D. American Society for Testing and Materials (ASTM)

#### 1.04 RELATED SECTIONS

- A. Concrete Work Section 03 3000
- B. Precast Concrete Section 03 4100
- C. Metal Stairs Section 05 5100
- D. Flashing and Sheet Metal Section 07 6200
- E. Sealants Section 07 9200

### 1.05 SUBMITTALS

- A. Product Data: Submit manufacturer's product information, specifications and installation instructions for components and accessories.
- B. Shop Drawings: Submit complete erection drawings showing attachment system, column and gutter beam framing, transverse cross sections, covering and trim details, and optional installation details to clearly indicate proper assembly of components, sealed by a State Registered Structural Engineer in the state in which the work is being performed.
- C. Certification: Submit written Certification prepared and signed by a State Registered Structural Engineer verifying that framing design will safely resist wind uplift as computed by ANSI A58.1, IV=150, Exposure C, as well as meet indicated loading requirements of the Standard Building Code, latest edition as referenced in State Requirements for Educational Facilities 1999 and wind loading requirements of ANSI/ASCE 7-98, live and dead loads and other load requirements.
- D. Design and engineering of canopy footings and attachment surfaces are not covered in this specification and scope of work. The canopy fabricator shall review the foundation drawings and provide any corrections required based on the final canopy design.

# 1.06 QUALITY ASSURANCE

- A. Codes and standards: Comply with provisions of the following except as otherwise indicated: Standard building code, latest addition with amendments, if any. AWS (American Welding Society) standards for structural aluminum welding.
- B. Manufacturer: Obtain aluminum covered walkway system from only one (1) manufacturer, although several may be indicated as offering products complying with requirements.

- C. Installer Qualifications: Firm with not less than three (10) years experience in installation of aluminum walkway covers of type, quantity and installation methods similar to work of this section.
- D. Field Measurements: Take field measurements prior to preparation of shop drawings and fabrication where possible, to insure proper fitting of work.
- E. Coordination: Coordinate work of this section with work of other sections which interface with covered walkway system (sidewalk, curbs, building fascias, precast, metal stairs, etc.).

#### 1.07 WARRANTY

A. Provide manufactures standard one-year warranty that shall include, but not limited to, coverage for structural, water tightness and finish beginning the day of Substantial Completion of Installation.

#### **PART 2 - PRODUCT**

#### 2.01 MANUFACTURERS

A. Contract documents are based on products manufactured by:

Tennessee Valley Metals, Inc.
190 Industrial Park Road, Oneonta, AL 35121
205.274.9500, fax 205.274.9501
800.551.2579,
sales@tvmetals.com, www.tvmetals.com

B. Interested manufacturers will be considered for substitution only when the following conditions are met: Complete details, including connections and structural calculations showing loads applied in accordance with the specification, must be submitted to the architect for review. Submit complete details with structural properties (moment of inertia, section modules, modules of elasticity, etc.) for all proposed sections (bents, columns, decking and other structural members).

#### 2.02 2.02 MATERIALS

- A. Aluminum Extrusions: All sections shall be extruded aluminum 6063 alloy, heat treated to T-6 temper.
- B. Finishes: Fluoropolymer (Kynar) finish, AAMA 605.2, three coats. Custom Color: ICI 586 "Mansard Stone"

#### 2.03 COMPONENTS

- A. Columns: Columns shall be radius-cornered tubular extrusion of size shown on drawings with cutout and internal diverter for drainage where indicated. Circular downspout opening in column is not acceptable. Provide a small weep hole at the bottom of all non-draining columns to allow for the escape of condensation.
- B. Beams (when used): Beams shall be tubular extrusions of size and shape shown on drawings (open-top tubular extrusions of size and shape shown on drawings with top edges thickened for strength as necessary).
- C. Deck: Deck shall be extruded self-flashing sections interlocking into a composite unit.
- D. Fascia: Fascia shall be manufacturer's standard shape. Size as indicated on drawings.
- E. Flashing: Flashing shall be .032" aluminum (min.). All thru-wall flashing is completed by others.
- F. Gutter and Downspout at elevator tower to be provided as part of the canopy scope.
- G. Flashing of the canopy at the elevator tower to be part of the canopy scope.

#### 2.04 FABRICATION

- A. Drainage: Water shall drain internally from deck to fascia to beams (when used) to columns, for discharge out of rain diverters at or below ground level as indicated on architectural drawings.
- B. B. Deck Construction: Deck shall be manufactured of extruded modules that interlock in a self-flashing manner. Interlocking joints shall be positively fastened at 18" O.C. creating a monolithic structural unit capable of developing the full strength of the sections. The fastenings must have minimum shear strength of 350 pounds each. Deck shall be assembled with sufficient camber to offset dead load deflection.

#### **PART 3 - EXECUTION**

#### 3.01 PREPARATION

A. Erection shall be performed after all concrete, masonry, and roofing work in the vicinity is complete and cleaned.

#### 3.02 INSTALLATION

- A. Column Sleeves: Column sleeves (styrofoam block-outs) or anchor bolts (if required) shall be furnished by Tennessee Valley Metals and installed by the General Contractor.
- B. Erection: Protective cover shall be erected true to line, level and plumb.

#### 3.03 CLEANING

A. All protective cover components shall be cleaned promptly after installation.

#### 3.04 PROTECTION

A. Extreme care shall be taken to protect materials during and after installation.

#### **END OF SECTION**

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#### SECTION 14 2100 - GENERAL

#### SUMMARY

- 1.01 SECTION INCLUDES: ELECTRIC TRACTION ELEVATORS.
  - A. Products Supplied But Not Installed Under this Section:
    - 1. Hoist Beam
    - 2. Pit Ladder
    - 3. Inserts mounted in block walls for rail attachments
  - B. Work Supplied Under Other Sections:
    - 1. Temporary lighting, including temporary lighting in hoistway for machine space with switch located in hoistway on the strike jamb side of top landing door.
    - 2. Main line disconnects for each elevator.
      - a. One fused three phase permanent power in building electrical distribution room
    - Hoistway ventilation shall be in accordance with local and national building code requirements.
    - 4. Guide Rail Support shall be structurally adequate to extend from pit floor to top of hoistway, with spans in accordance with requirements of authority having jurisdiction and final layouts.
    - 5. Removable barricades at all hoistway openings, in compliance with OSHA 29 CFR 1926.502 in addition to any local code requirements.
    - 6. Lifeline attachments capable of withstanding 5000 lb load in accordance with OSHA 29 CFR 1926.502. Provide a minimum of 2 at the top, front of each hoistway.
    - 7. Pit lighting: Fixture with switch and guards. Provide illumination level equal to or greater than that required by ASME A17.1/CSA B44 2000, or applicable version.
    - 8. Control space lighting with switch. Coordinate switch with lighting for machine space as allowable by code.
    - 9. Access Doors: As required for access to governor. Access door shall be self-closing, self-locking if necessary and operable from the inside without a key.
  - C. Related sections:
    - 1. Section 015000 Temporary Facilities and Controls
    - 2. Section 042000 Unit Masonry
    - 3. Section 230000 Heating, Ventilating, and Air Conditioning
    - 4. Section 260000 Electrical
    - 5. Section 263000 Electric Power Generating and Storing Equipment
    - 6. Section 283100 Fire Detection and Alarm
    - 7. Section 310000 Earthwork
  - D. Industry and government standards:
    - 1. ICC/ANSI A117.1 Accessible and Usable Buildings and Facilities
    - 2. ADAAG Accessibility Guidelines for Buildings and Facilities
    - 3. ANSI/NFPA 70, National Electrical Code
    - 4. ANSI/NFPA 80, Standard for Fire Doors and Fire Windows
    - ASME/ANSI A17.1, Safety Code for Elevators and Escalators.

### 1.02 DESCRIPTION OF ELEVATOR

- A. Elevator Equipment: KONE EcoSpace™ gearless traction elevator
- B. Equipment Control: KCM831
- C. Drive: Non Regenerative
- D. Quantity of Elevators: 1
- E. Landings: 2

- F. Openings: 2
  - 1. Front Openings, 2
  - 2. Back Openings, 0
- G. Travel: 12'-0"
- H. Rated Capacity: 3500 lbs
- Rated Speed: 150 fpm
- J. Clear Inside Dimensions: 6-'8" x 5'-6 3/8"
- K. Cab Height: 8' 0"
- L. Clear height under suspended ceiling: min 13'-0"
- M. Entrance Width and Type: 3'0" and (Left)
- N. Entrance Height: 7' 0"
- O. Main Power Supply: 208 Volts + 5%, three-phase
- P. Operation: Simplex
- Q. Machine Location: Inside the hoistway mounted on car guide rail
- R. Control Space Location: Adjacent room upper landing
- S. Elevator Equipment shall conform to the requirements of seismic zone: non-seismic
- T. Maintenance Service Period12 months

#### 1.03 PERFORMANCE REQUIREMENTS

- A. Car Performance
  - Car Speed ± 5% of contract speed under any loading condition or direction of travel.
  - 2. Car Capacity: Safely lower, stop and hold (per code) up to 125% of rated load.
- B. System Performance
  - Vertical Vibration (maximum): 25 mg
  - 2. Horizontal Vibration (maximum): 25 mg
  - 3. Jerk Rate (maximum): 3.3 ft/sec3
  - 4. Acceleration (maximum) 1.3 ft/sec2
  - 5. In Car Noise: = 55 dB(A)
  - 6. Leveling Accuracy: ±0,2 inches
  - 7. Starts per hour (maximum): 120

#### 1.04 SUBMITTALS

- A. Comply with Section 01 3000 Submittal Procedures.
- B. Product Data: Submit manufacturer's product literature for each proposed system.
  - Cab design, dimensions and layout.
  - 2. Layout, finishes, and accessories and available options.
  - 3. Controls, signals and operating system.
  - Color selection charts for cab and entrances.
- C. Shop Drawings:
  - Clearances and travel of car.
  - 2. Clear inside hoistway and pit dimensions.
  - 3. Location and layout of equipment and signals.
  - 4. Car, guide rails, buffers and other components in hoistway.
  - 5. Maximum rail bracket spacing.
  - 6. Maximum loads imposed on building structure.
  - Hoist beam requirements.
  - 8. Location and sizes of access doors.

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- 9. Location and details of hoistway door and frames.
- 10. Electrical characteristics and connection requirements.
- D. Operation and maintenance data:
  - 1. Provide manufacturer's standard maintenance and operation manual.

### E. Diagnostic Tools

Prior to seeking final acceptance for the completed project as specified by the Contract Documents, the Elevator Contractor shall deliver to the Owner any specialized tool(s) that may be required to perform diagnostic evaluations, adjustments, and/or parametric software changes and/or test and inspections on any piece of control or monitoring equipment installed. This shall include any specialized tool(s) required for monitoring, inspection and/or maintenance where the means of suspension other than conventional wire ropes are furnished and installed by the Elevator Contractor. Any and all such tool(s) shall become property of the Owner. Any diagnostic tool provided to the Owner by the Elevator Contractor shall be configured to perform all levels of diagnostics, systems adjustment and parametric software changes which are available to the Elevator Contractor. In those cases where diagnostic tools provided to the Owner require periodic recalibration/or re-initiation, the Elevator Contractor shall perform such tasks at no additional cost to the Owner for a period equal to the term of the maintenance agreement from the date of final acceptance of the competed project During those intervals in which the Owner might find it necessary to surrender a diagnostic tool for re-calibration, re-initiation, or repair, the Elevator Contractor shall provide a temporary replacement for the tool at no additional cost to the Owner. The Elevator Contractor shall deliver to the Owner, printed instructions for the proper use of any tool that may be necessary to perform diagnostic evaluations, system adjustment, and/or parametric software changes on any unit of microprocessor-based elevator control equipment and means of suspension other than standard elevator steel cables furnished and install by the Elevator Contractor. Accompanying the printed instructions shall be any and all access codes, password, or other proprietary information that is necessary to interface with the microprocessor-control equipment.

#### 1.05 QUALITY ASSURANCE

- A. Manufacturer: Minimum of fifteen years experience in the fabrication, installation and service of elevators of the type and performance of the specified. The manufacturer shall have a documented quality assurance program.
- B. Installer: The equipment manufacturer shall install the elevator.
- C. Inspection and Testing: In accordance with requirements of local jurisdiction, obtain required permits, inspections and tests.

# 1.06 DELIVERY, STORAGE AND HANDLING

- A. Comply with manufacturer's recommendations for delivery, storage and handling.
- B. If the construction site is not prepared to receive the elevator equipment at the agreed ship date, the General Contractor shall be responsible to provide a safe, dry, and easily accessible storage area on or off the premises. Additional lablor costs for double handling will be the responsibility of the general contractor.
- C. Delivered elevator materials shall be stored in a protected environment in accordance with manufacturer recommendations. A minimum storage area of 10 feet by 20 feet is required adjacent to the hoistway.

#### 1.07 WARRANTY

A. Provide manufacturer warranty for a period of one year. The warranty period is to begin upon Substantial Completion of the Contract. Warranty covers defects in materials and

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workmanship. Damage due to ordinary use, vandalism, improper or insufficient maintenance, misuse, or neglect do not constitute defective material or workmanship.

#### 1.08 MAINTENANCE SERVICE

- A. The elevator manufacturer shall provide maintenance service consisting of regular examinations and adjustments of the elevator equipment for a period of 12 months after date of substantial completion. Replacement parts shall be produced by the original equipment manufacturer.
- B. Maintenance service be performed during regular working hours of regular working days and shall include regular time call back service
- C. Maintenance service shall not include adjustments, repairs or replacement of parts due to negligence, misuse, abuse or accidents.

#### **PRODUCTS**

#### 2.01 MANUFACTURER

- A. Provide AC gearless machine room-less elevator systems subject to compliance with the design and performance requirements of this specification. Elevator manufacturers may include but are not limited to one of the following:
  - Basis of Design: EcoSpace<sup>™</sup> traction elevators by KONE, Inc. (www.kone.com <a href="http://www.kone.com">http://www.kone.com</a>).
- B. Other Acceptable Manufacturers Electric Traction Elevators:
  - 1. Otis Elevator Company; [\_\_\_\_]: www.otis.com <a href="http://www.otis.com">www.otis.com</a>
  - 2. ThyssenKrupp Elevator; \_\_\_\_\_]: www.thyssenkruppelevator.com.
- C. Other acceptable machine room-less products: manufacturer with minimum 15 years experience in manufacturing, installing, and servicing elevators of the type required for the project.

# 2.02 EQUIPMENT: CONTROL COMPONENTS AND CONTROL SPACE

- A. Controller: Provide microcomputer based control system to perform all of the functions.
  - All high voltage (110V or above) contact points inside the controller cabinet shall be protected from accidental contact in a situation where the controller doors are open.
  - Controller shall be separated into two distinct halves; Motor Drive side and Control side.
    High voltage motor power conductors shall be routed and physically segregated from the
    rest of the controller.
  - 3. Provide a serial cardrack and main CPU board containing a non-erasable EPROM and operating system firmware.
  - 4. Variable field parameters and adjustments shall be contained in a non-volatile memory module.
- B. Drive: Provide Variable Voltage Variable Frequency AC drive system to develop high starting torque with low starting current.
- C. Controller Location: Locate controllers in a room adjacent to the hoistway at the top landing on the machine side of the elevator.

#### 2.03 EQUIPMENT: HOISTWAY COMPONENTS

- A. Machine: AC gearless machine, with permanent magnet synchronous motor, direct current electro-mechanical disc brakes and integral traction drive sheave, mounted to the car guide rail at the top of the hoistway.
- B. Governor: Friction type over-speed governor rated for the duty of the elevator specified.
- C. Buffers, Car and Counterweight: Polyurethane buffer.
- D. Hoistway Operating Devices:

- 1. Emergency stop switch in the pit
- 2. Terminal stopping switches.
- 3. Emergency stop switch on the machine
- E. Positioning System: System consisting of magnets and proximity switches.
- F. Guide Rails and Attachments: Steel rails with brackets and fasteners.

# 2.04 EQUIPMENT: HOISTWAY ENTRANCES

- A. Hoistway Entrances
  - 1. Sills: extruded.
  - Doors: Hollow metal construction with vertical internal channel reinforcements.
  - 3. Fire Rating: Entrance and doors shall be UL fire-rated for 1-1/2 hour.
  - 4. Entrance Finish: Brushed Stainless SteelCol.
  - 5. Entrance Markings Jamb Plates: Provide standard entrance jamb tactile markings on both jambs, at all floors. Plate Mounting: Refer to manufacturer drawings.

## 2.05 EQUIPMENT: CAR COMPONENTS

- A. Car Frame: Provide car frame with adequate bracing to support the platform and car enclosure.
- B. Platform: Platform shall be all steel construction.
- C. Car Guides: Provide guide-shoes mounted to top and bottom of both car and counterweight frame. Each guide-shoe assembly shall be arranged to maintain constant contact on the rail surfaces. Provide retainers in areas with Seismic design requirements.
- D. Steel Cab Finish: Color Laminate Series
  - 1. Car Wall Panels: Non-removable vertical panels plastic laminate selected from standard manufacturer's catalog of choices.
  - 2. Skirting: MonoSpace EcoSystem MR Stainless Steel with Satin Finish
  - 3. Car Front Finish: Brushed stainless steel.
  - 4. Car Door Finish: Brushed stainless steel
  - 5. Ceiling:
    - Fluorescent Drop Ceiling LF-94: Satin Finished Stainless Steel three panel suspended ceiling with one slot on each of the outer panels for T-5 Fluorescent lights.
  - 6. Handrail: 1.5" round in Stainless Steel with Satin Finish
    - a. side and back wall of car enclosure.
  - 7. Flooring: Provide Slip-Resistant VCT as specified in section 09 6519.
  - 8. Threshold: Aluminum

### E. Emergency Car Signals

- Emergency Siren: Siren mounted on top of cab that is activated when the alarm button in the car operating panel is engaged. Siren shall have rated sound pressure level of 80 dB(A) at a distance of three feet from device. Siren shall respond with a delay of not more than one second after activation of alarm button.
- 2. Emergency Car Lighting: Provide emergency power unit employing a 12-volt sealed rechargeable battery and totally static circuits shall illuminate the elevator car and provide current to the alarm bell in the event of building power failure.
- 3. Emergency Exit Contact: An electrical contact shall be provided on the car-top exit.
- 4. Ventilation: Fan

# 2.06 EQUIPMENT: SIGNAL DEVICES AND FIXTURES

A. Car Operating Panel: Provide vandal resistant car operating panel with all push buttons, key switches, and message indicators for elevator operation. Fixture finish to be: Textured Stainless Steel.

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- 1. Flush mounted car operating panel shall contain a bank of round, mechanical, illuminated buttons marked to correspond to landings served, emergency call button, door open button, door close button, and key switches for lights, inspection, and exhaust fan. Buttons have white illumination (halo). All buttons to have raised text and Braille marking on left hand side. The car operating display panel shall be white DOT-matrix. All texts, when illuminated, shall be white. The car operating panel shall have a brushed stainless steel finish.
- Additional features of car operating panel shall include:
  - a. Car Position Indicator within operating panel white.
  - Elevator Data Plate marked with elevator capacity and car number on car top.
  - c. Help buttons with raised markings.
  - d. In car stop switch per local code.
  - e. Firefighter's hat.
  - f. Firefighter's Phase II Key-switch.
  - g. Call Cancel Button.
  - h. Pre-programmed integrated ADA phone (complete description of krms features included as standard)
  - Help Button/Communicator. Activation of help button will initiate two-way communication between car and a location inside the building, switching over to alternate location if call is unanswered, where personnel are available to take the appropriate action. Visual indicators are provided for call initiation and call acknowledgement.
- B. Hall Fixtures: Wall mounted vandal resistant hall fixtures shall be provided with necessary push buttons and key switches for elevator operation. Wall mounted hall fixtures shall have a brushed stainless steel finish. Configuration to be KSS-140
  - 1. Vandal Resistant Hall fixtures shall feature round, mechanical, illuminated buttons in flush fixture housings. Hall fixtures shall correspond to options available from that landing.
- C. Car Lantern and Chime: A vandal resistant directional lantern visible from the corridor shall be provided in the car entrance. When the car stops and the doors are opening, the lantern shall indicate the direction in which the car is to travel and a chime will sound. The chime will sound once for up and twice for down. The car riding lantern face plate shall have a Scottish Quad Textured Steel finish
- D. Hall Lanterns and Chime: A vandal resistant directional lantern visible from the corridor shall be provided at each hall entrance. When the car stops and the doors are opening, the lantern shall indicate the direction in which the car is to travel and a chime will sound. The chime will sound once for up and twice for down. The car riding lantern face plate shall have a Scottish Quad Textured Steel finish

# 2.07 EQUIPMENT: ELEVATOR OPERATION AND CONTROLLER

- A. Elevator Operation
  - Simplex Collective Operation: Using a microprocessor-based controller, operation shall be automatic by means of the car and hall buttons. If all calls in the system have been answered, the car shall park at the last landing served.
  - Zoned Car Parking.
  - 3. Relative System Response Dispatching.
- B. Standard Operating Features to include:
  - 1. Full Collective Operation
  - 2. Fan and Light Control.
  - 3. Load Weighing Bypass.
  - 4. Ascending Car Uncontrolled Movement Protection
  - 5. Top of Car Inspection Station.

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- C. Additional Operating Features to include:
  - 1. Emergency Battery Power Supply
    - a. When the main line power is lost for longer than 5 seconds the emergency battery power supply provides power automatically to the elevator controller. The elevator will rise or lower to the first available landing, open the doors, and shut down. The elevator will return to service upon the return of normal main line power. An auxiliary contact on the main line disconnect and shunt trip breaker ( if used ) will be provided by others.
- D. Elevator Control System for Inspections and Emergency
  - Provide devices within controller to run the elevator in inspection operation.
  - Provide devices on car top to run the elevator in inspection operation.
  - 3. Provide within controller an emergency stop switch to disconnect power from the brake and prevents motor from running.
  - 4. Provide the means from the controller to mechanically lift and control the elevator brake to safely bring car to nearest available landing when power is interrupted.
  - 5. Provide the means from the controller to reset the governor over speed switch and also trip the governor.
  - 6. Provide the means from the controller to reset the emergency brake when set because of an unintended car movement or ascending car over speed.
  - Provide the means for the control to reset elevator earthquake operation.

# 2.08 EQUIPMENT: DOOR OPERATOR AND CONTROL

- A. Door Operator: A closed loop permanent magnet VVVF high-performance door operator shall be provided to open and close the car and hoistway doors simultaneously. Door movement shall be cushioned at both limits of travel. Electro-mechanical interlock shall be provided at each hoistway entrance to prevent operation of the elevator unless all doors are closed and locked. An electric contact shall be provided on the car at each car entrance to prevent the operation of the elevator unless the car door is closed.
- B. The door operator shall be arranged so that, in case of interruption or failure of electric power, the doors can be readily opened by hand from within the car, in accordance with applicable code. Emergency devices and keys for opening doors from the landing shall be provided as required by local code.
- C. Doors shall open automatically when the car has arrived at or is leveling at the respective landings. Doors shall close after a predetermined time interval or immediately upon pressing of a car button. A door open button shall be provided in the car. Momentary pressing of this button shall reopen the doors and reset the time interval.
- D. Door hangers and tracks shall be provided for each car and hoistway door. Tracks shall be contoured to match the hanger sheaves. The hangers shall be designed for power operation with provisions for vertical and lateral adjustment. Hanger sheaves shall have polyurethane tires and pre-lubricated sealed-for-life bearings.
- E. Electronic Door Safety Device. The elevator car shall be equipped with an electronic protective device extending the full height of the car. When activated, this sensor shall prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors shall remain open as long as the flow of traffic continues and shall close shortly after the last person passes through the door opening.

### **EXECUTION**

### 3.01 EXAMINATION

A. Field measure and examine substrates, supports, and other conditions under which elevator work is to be performed.

- B. Do not proceed with work until unsatisfactory conditions are corrected.
- C. Prior to start of Work, verify hoistway is in accordance with shop drawings. Dimensional tolerance of hoistway from shop drawings: -0 inches +2 inches. Do not begin work of this section until dimensions are within tolerances.
- D. Prior to start of Work, verify projections greater then 2 inches (4 inches if ASME A17.1/CSA B44 2000 applies) must be beveled not less then 75 degrees from horizontal.
- E. Prior to start of Work, verify landings have been prepared for entrance sill installation. Traditional sill angle or concrete sill support shall not be required.
- F. Prior to start of Work, verify elevator pit has been constructed in accordance with requirements, is dry and reinforced to sustain vertical forces, as indicated in approved submittal. Verify that sumps or sump pumps located within pit will not interfere with installed elevator equipment.
- G. Prior to start of Work, verify control space has been constructed in accordance with requirements, with access coordinated with elevator shop drawings, including Sleeves and penetrations.
- H. Verify installation of GFCI protected 20-amp in pit and adjacent to each signal control cabinet in control space.
- No combustible materials are allowed in the hoistway, if during the examination combustible material is found notify the GC and Architect immediately.

#### 3.02 PREPARATION

A. Coordinate installation of anchors, bearing plates, brackets and other related accessories.

#### 3.03 INSTALLATION

- A. Install equipment, guides, controls, car and accessories in accordance with manufacturer installation methods and recommended practices.
- B. Properly locate guide rails and related supports at locations in accordance with manufacturer's recommendations and approved shop drawings. Anchor to building structure using isolation system to minimize transmission of vibration to structure.
- C. All hoistway frames shall be securely fastened to fixing angles mounted in the hoistway. Coordinate installation of sills and frames with other trades.
- D. Lubricate operating system components in accordance with manufacturer recommendations.
- E. Perform final adjustments, and necessary service prior to substantial completion.

### 3.04 CONSTRUCTION

- A. Interface with Other Work:
  - Guide rail brackets attached to steel shall be installed prior to application of fireproofing.
  - Coordinate construction of entrance walls with installation of door frames and sills.
     Maintain front wall opening until elevator equipment has been installed.
    - Ensure adequate support for entrance attachment points at all landings.
    - b. Coordinate wall openings for hall push buttons, signal fixtures and sleeves. Each elevator requires sleeves within the hoistway wall.
    - c. Coordinate emergency power transfer switch and power change pending signals as required for termination at the primary elevator signal control cabinet in each group.
    - d. Coordinate interface of elevators and fire alarm system.
    - e. Coordinate interface of dedicated telephone line.

#### 3.05 TESTING AND INSPECTIONS

- A. Perform recommended and required testing in accordance with authority having jurisdiction.
- B. Obtain required permits and provide originals to Owner's Representative.

GENERAL 14 2100 - 8

Merchant's Square- Parking Deck

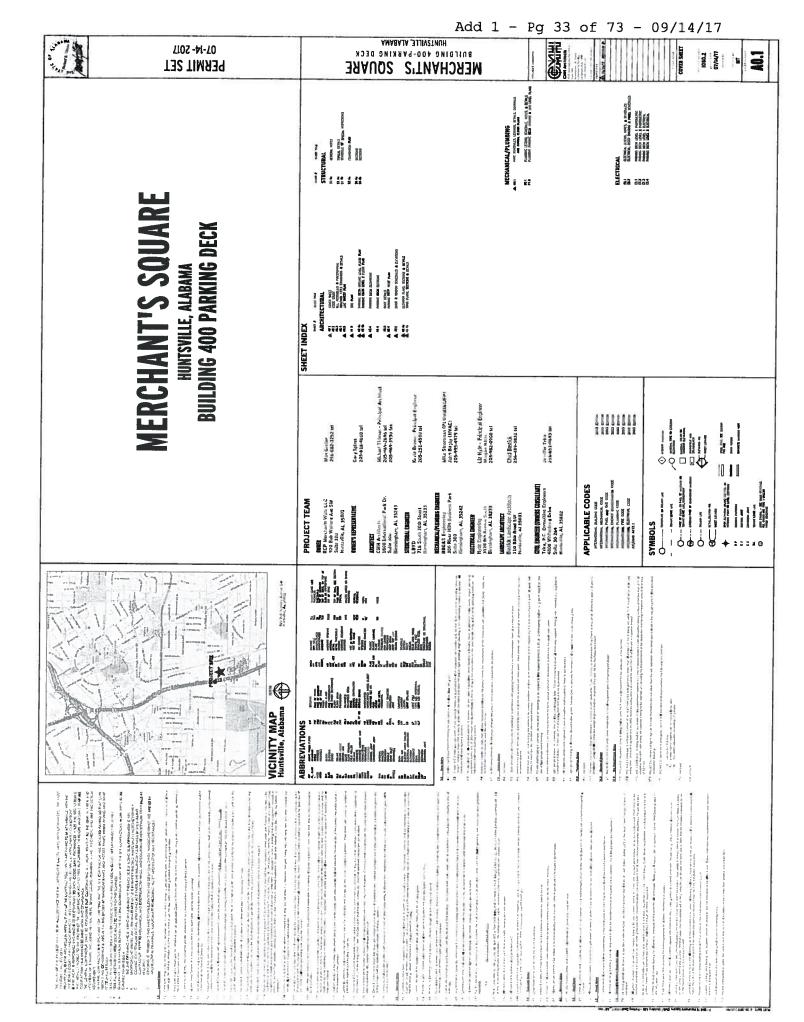
CMH Architects, Inc.

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## 3.06 DEMONSTRATION

A. Prior to substantial completion, instruct Owner's Representative on the proper function and required daily maintenance of elevators. Instruct personnel on emergency procedures.

## **END OF SECTION**



HUNTSVILLE, ALABAMA 7102 -41-70 PERMIT SET SOUARE

MERCHANT'S SQUAR

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CODE STUDY

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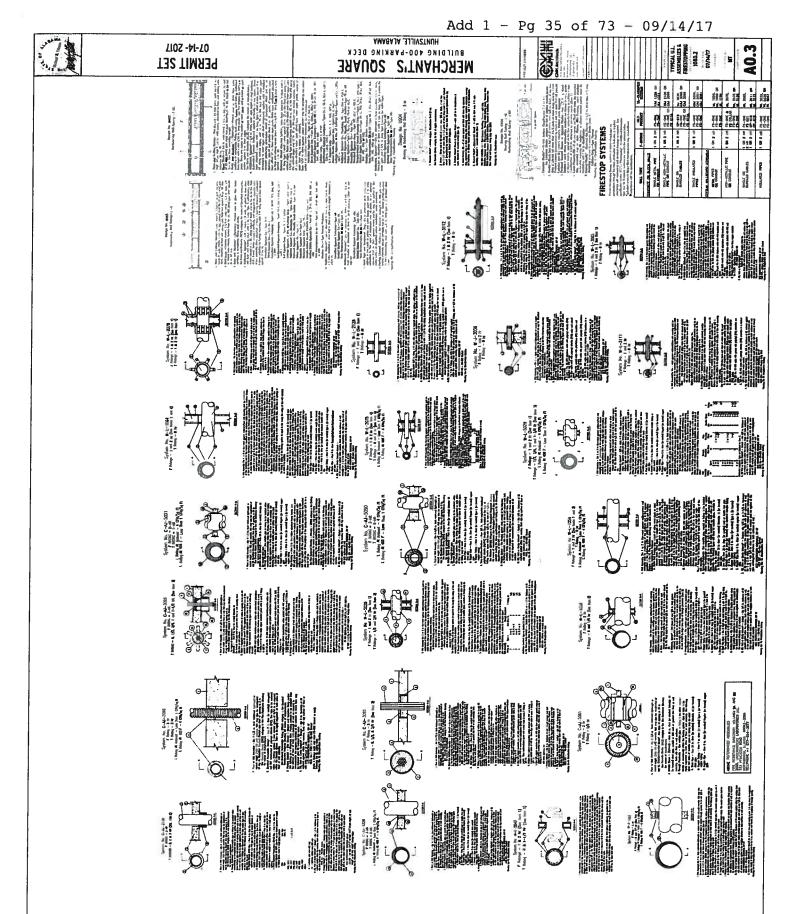
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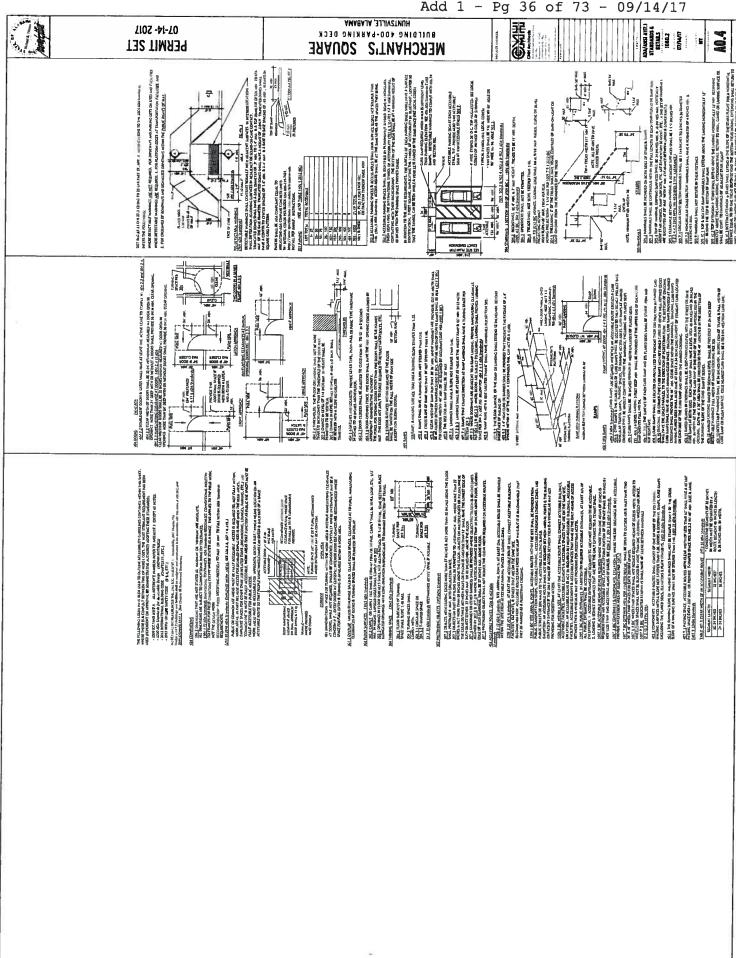
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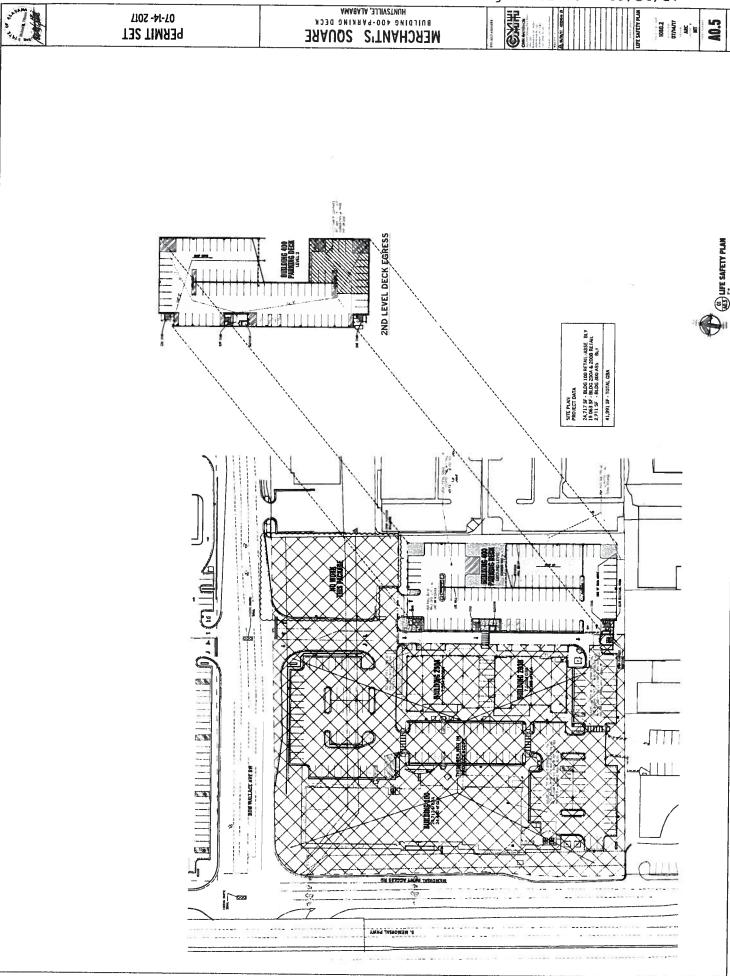
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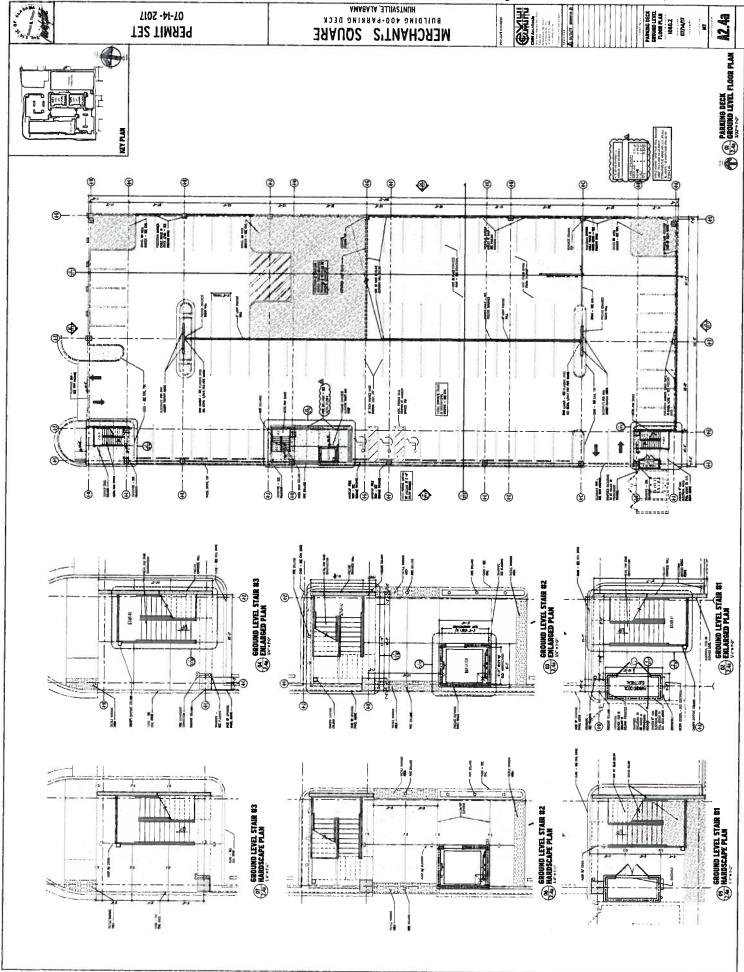
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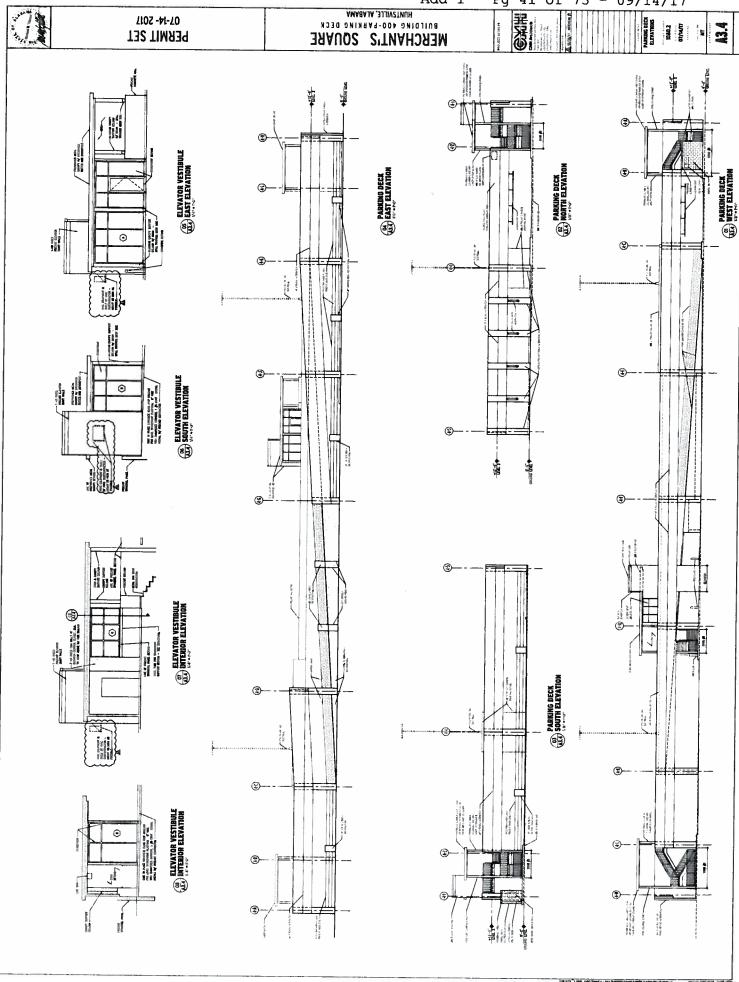
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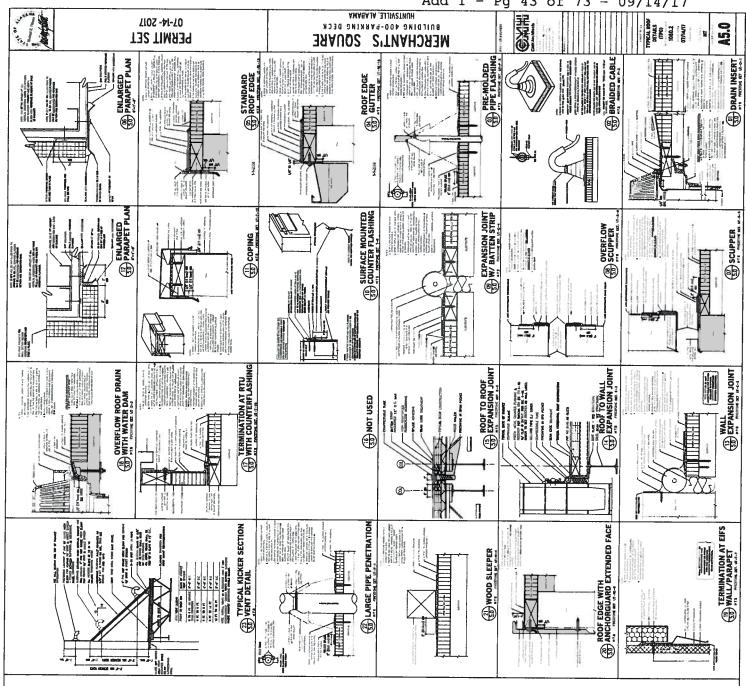




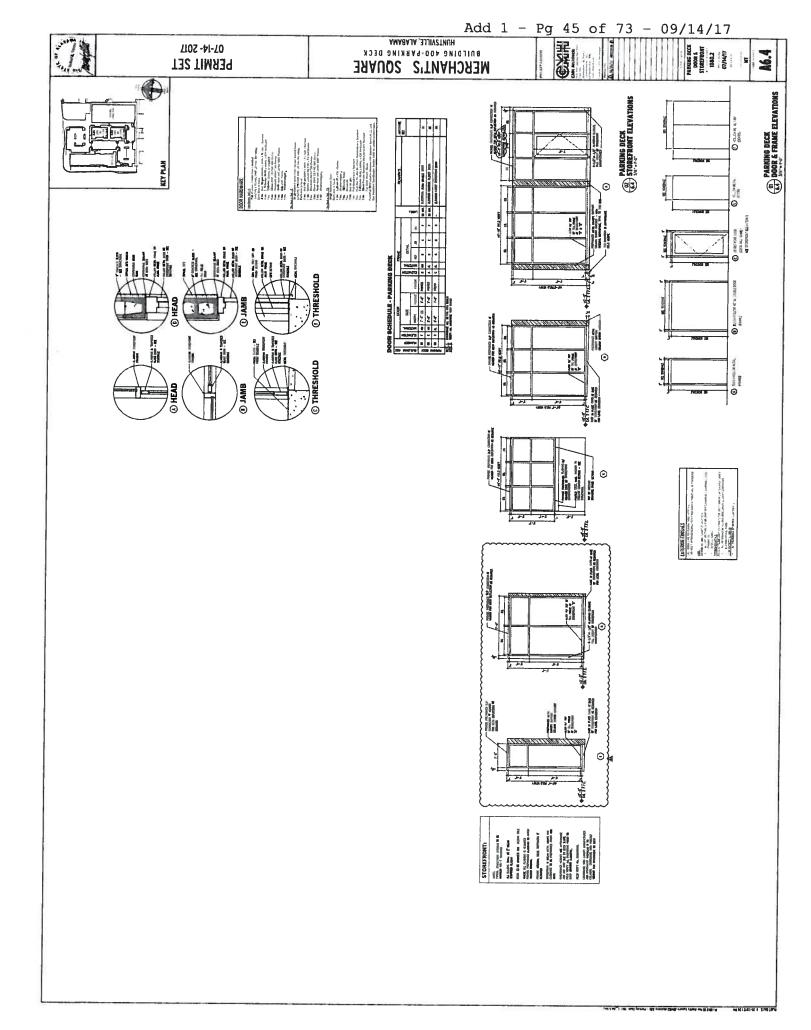


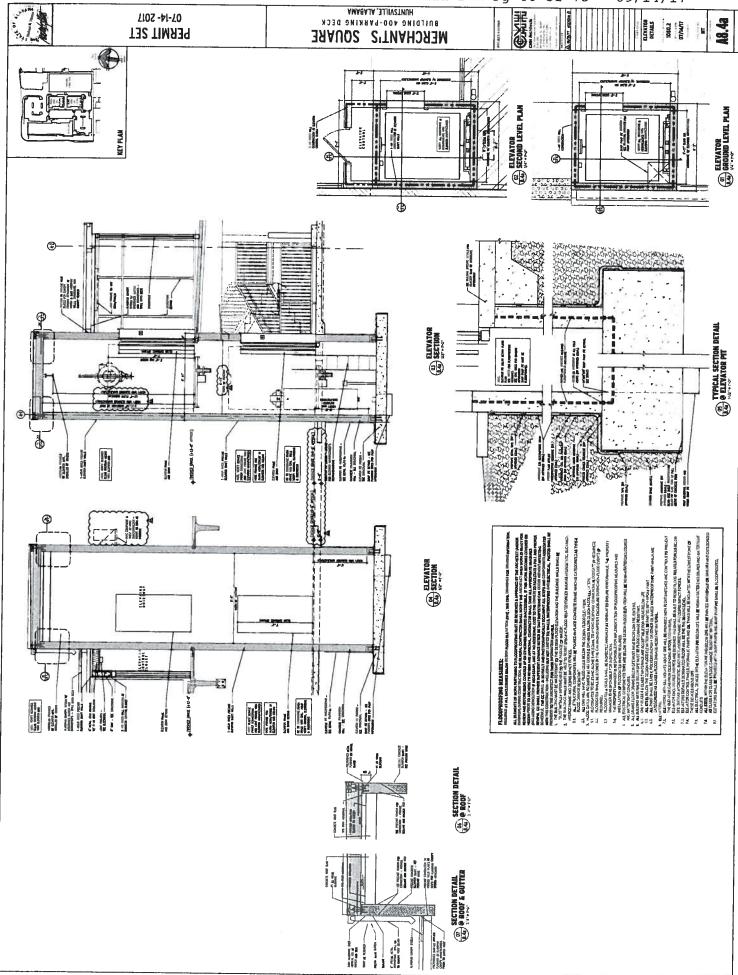


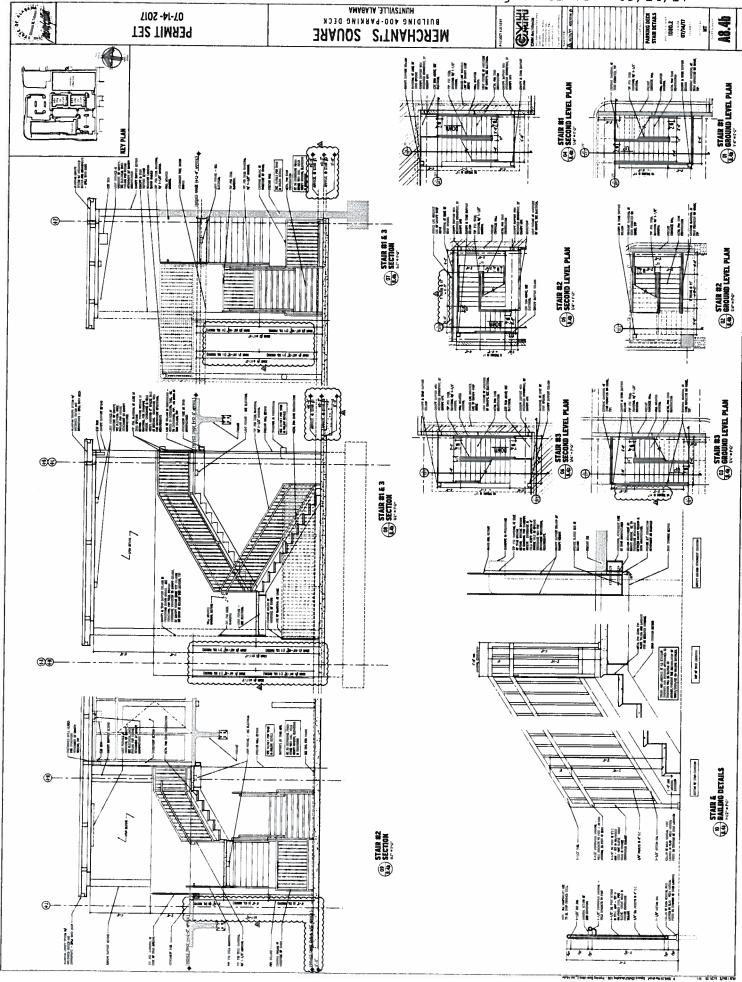




Firestone details show metal flaxhings, copings, gutters, building structure, etc. for information only. See project details for actual conditions. Use manufacturer's standard recommended details





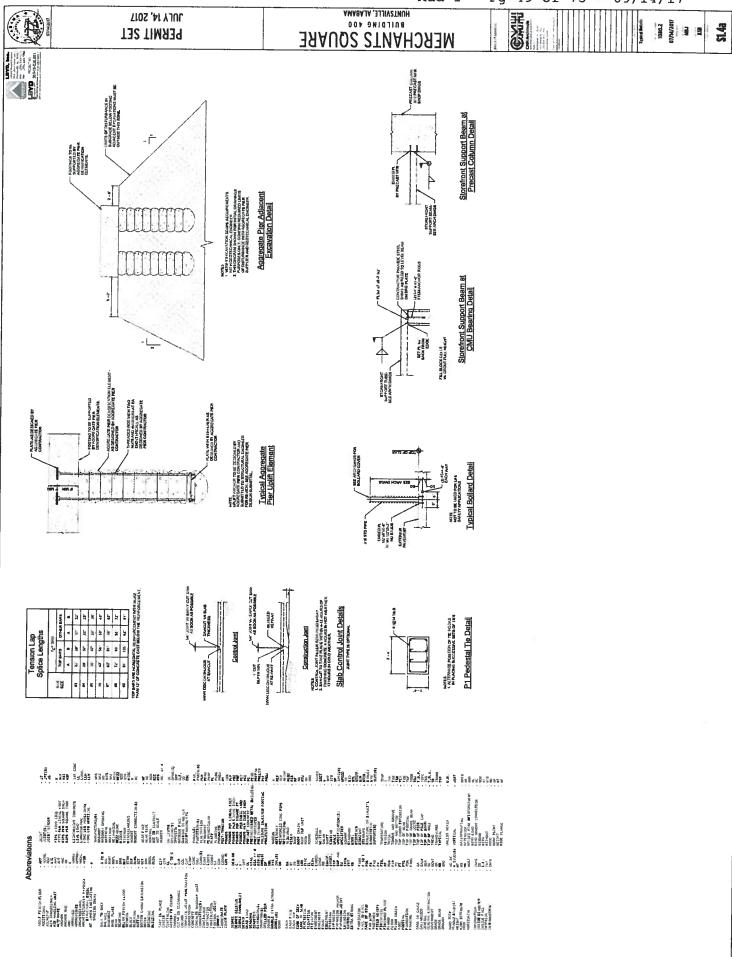


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BUILDING 400 HUNTSVILLE, ALABAMA

**MERCHANTS SQUARE** 

PERMIT SET JULY 14, 2017



JULY 14, 2017 **PERMIT SET** 

MERCHANTS SQUARE HUNTSVILLE, ALBBANA

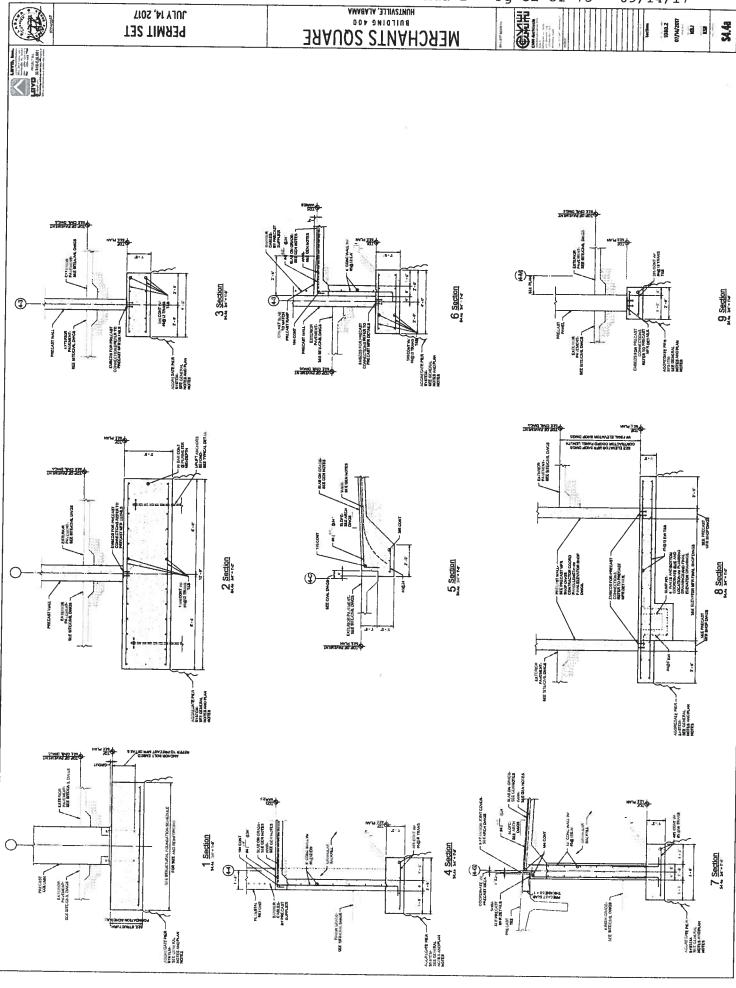


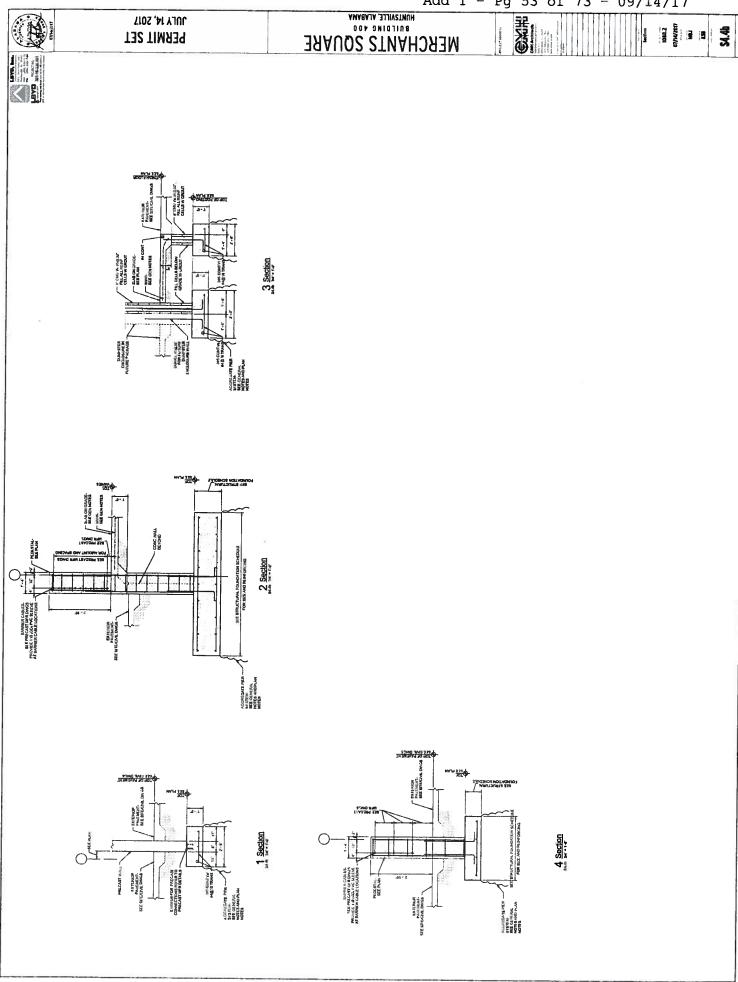


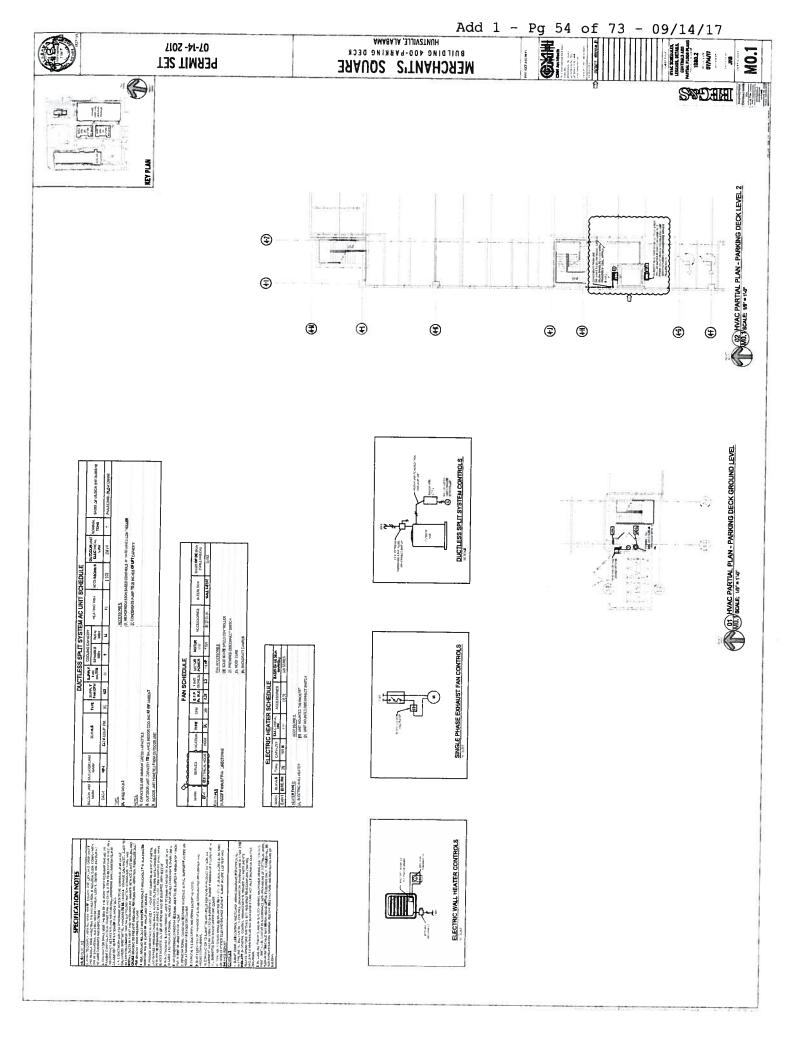
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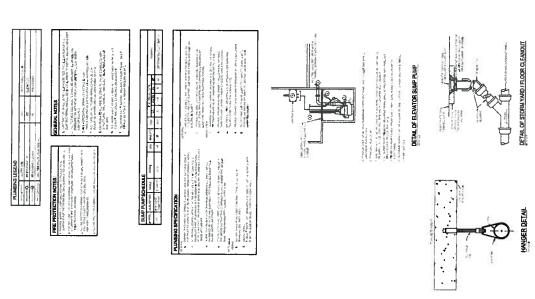
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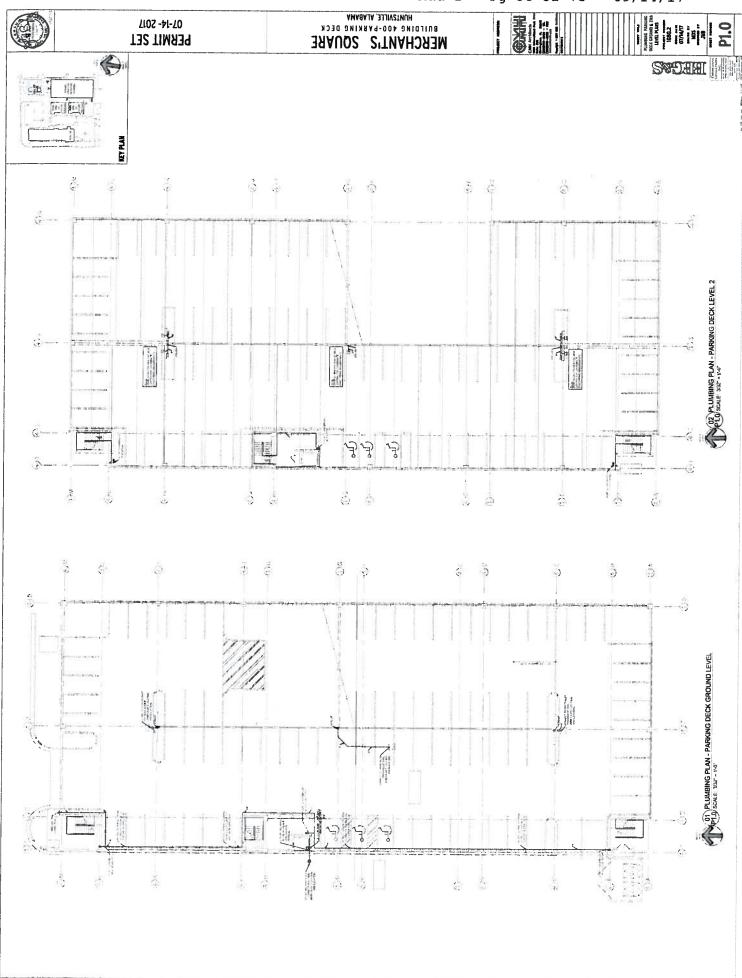












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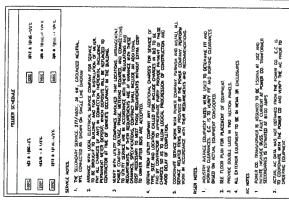
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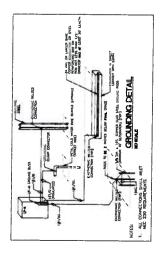
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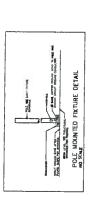


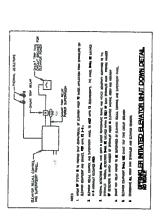
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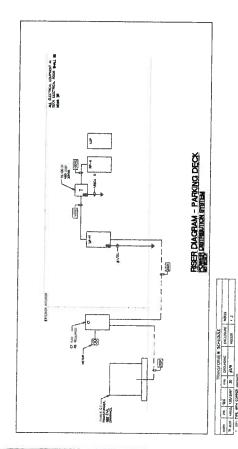






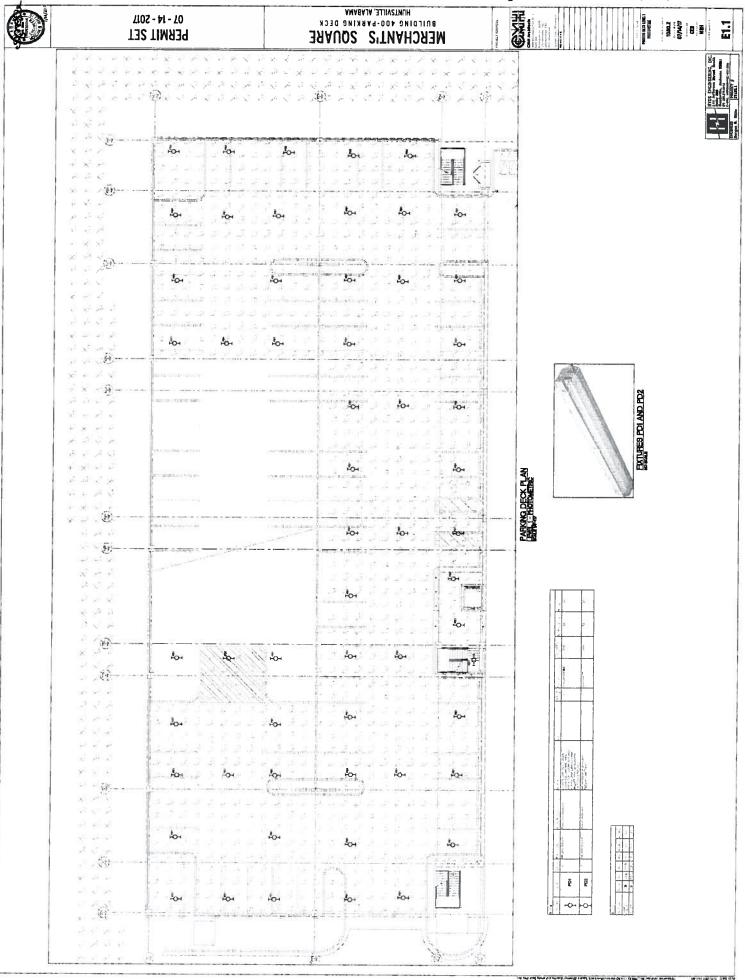


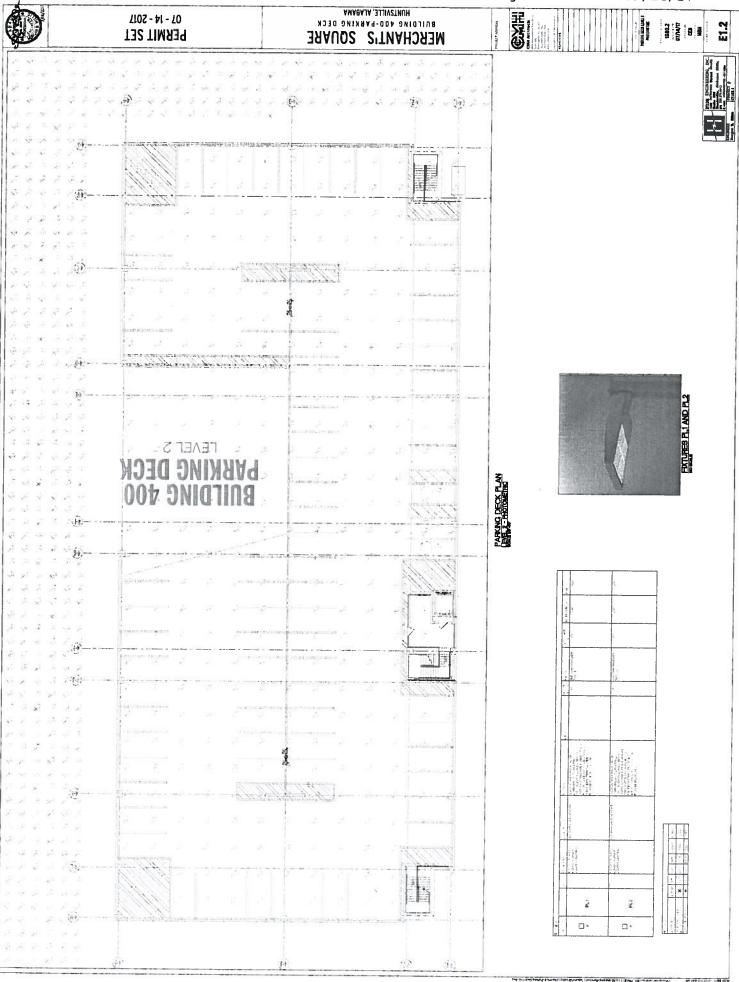




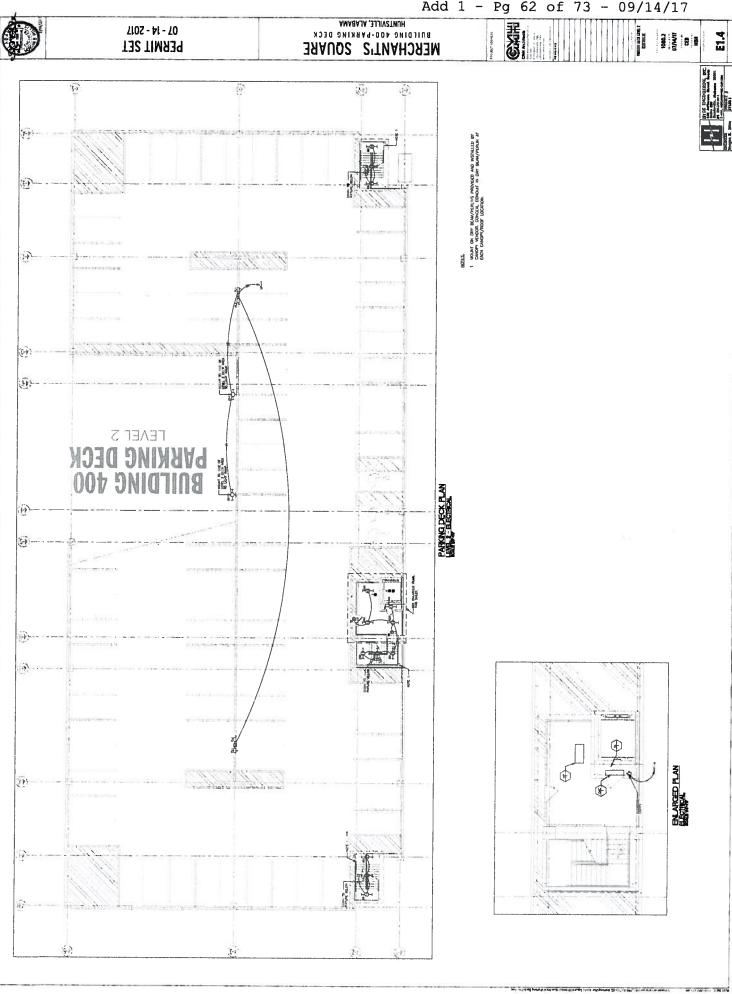


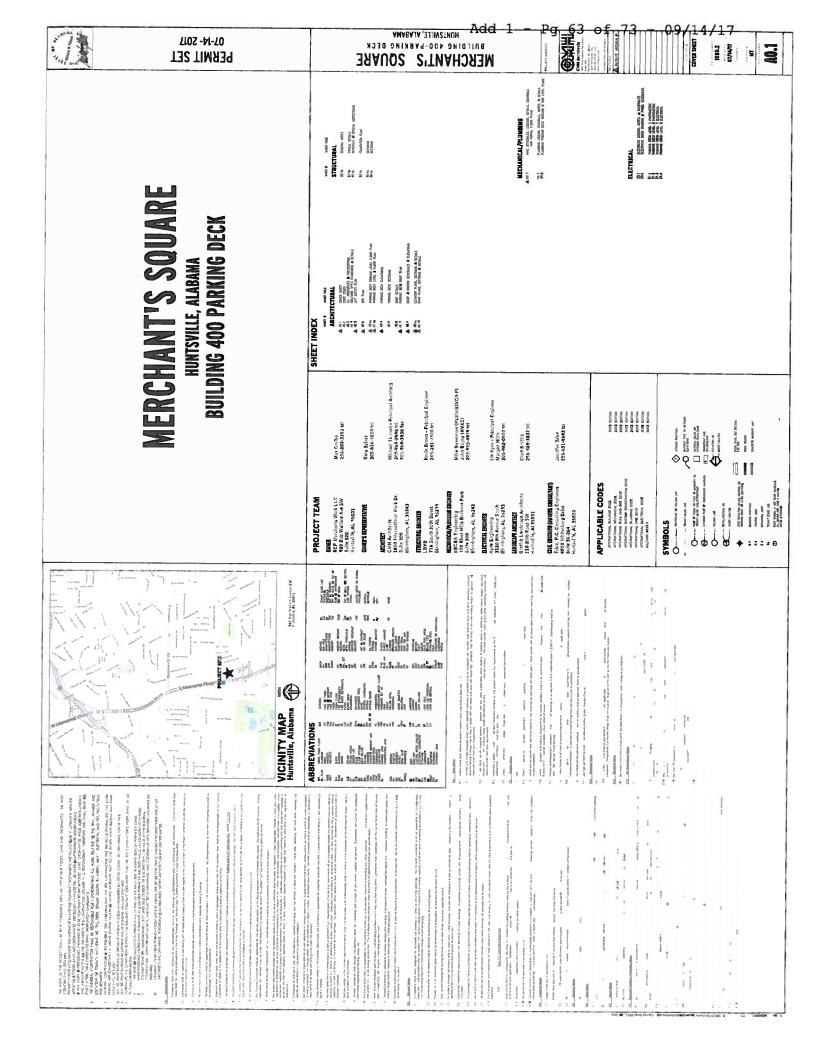
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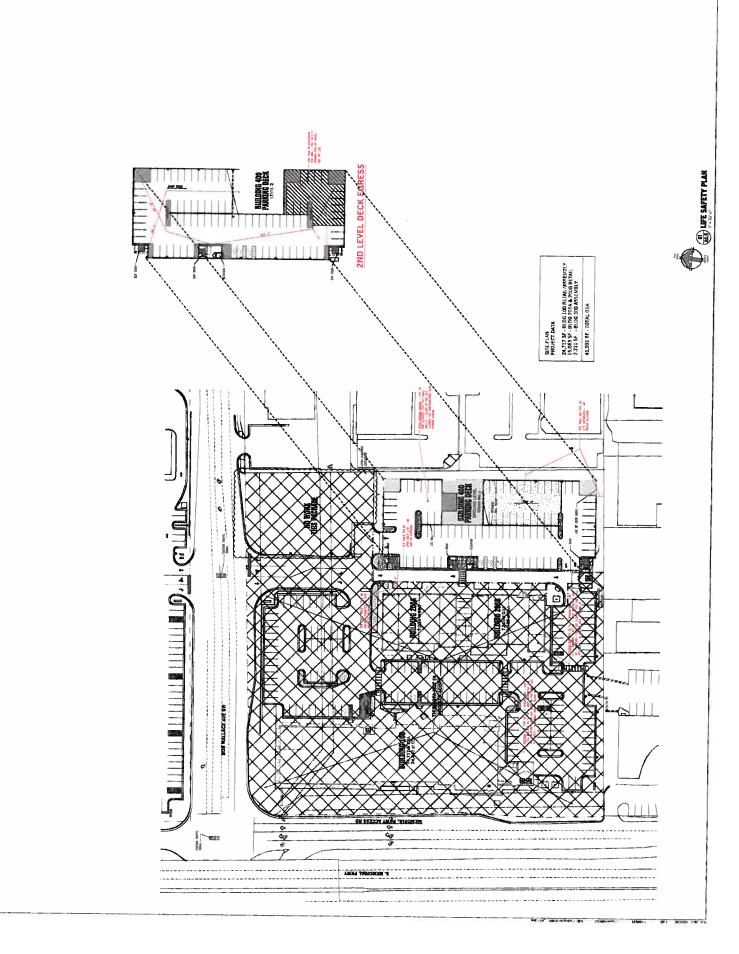




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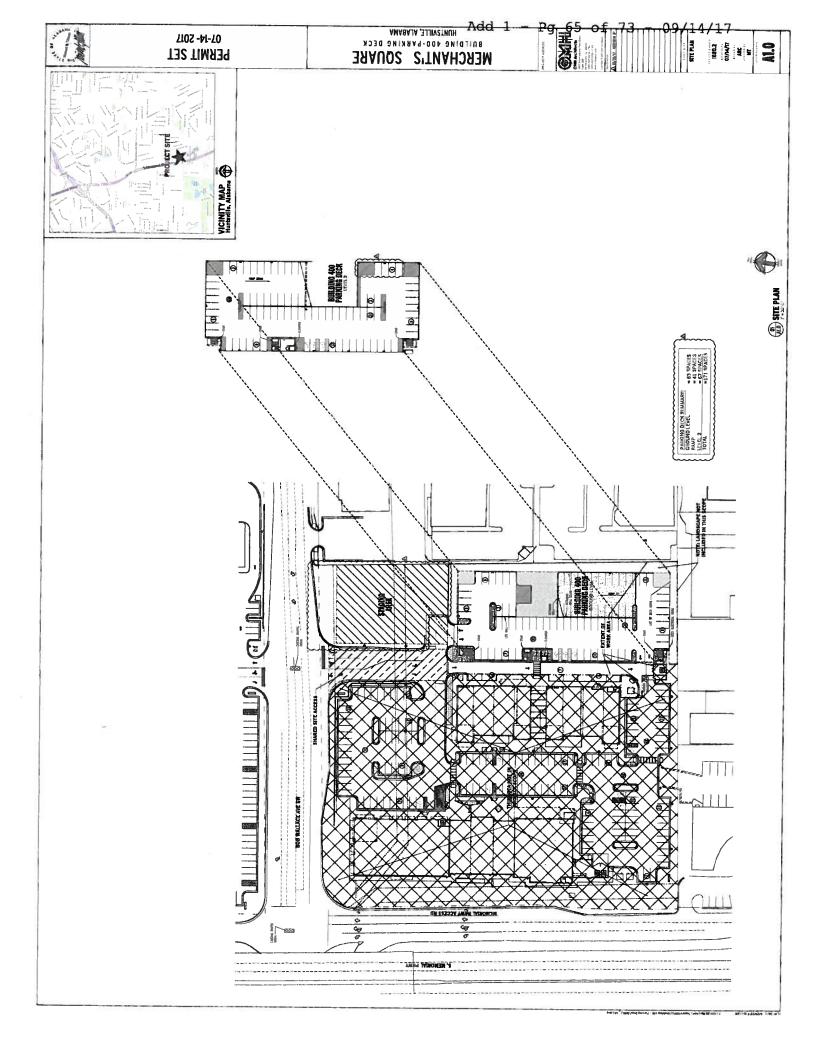
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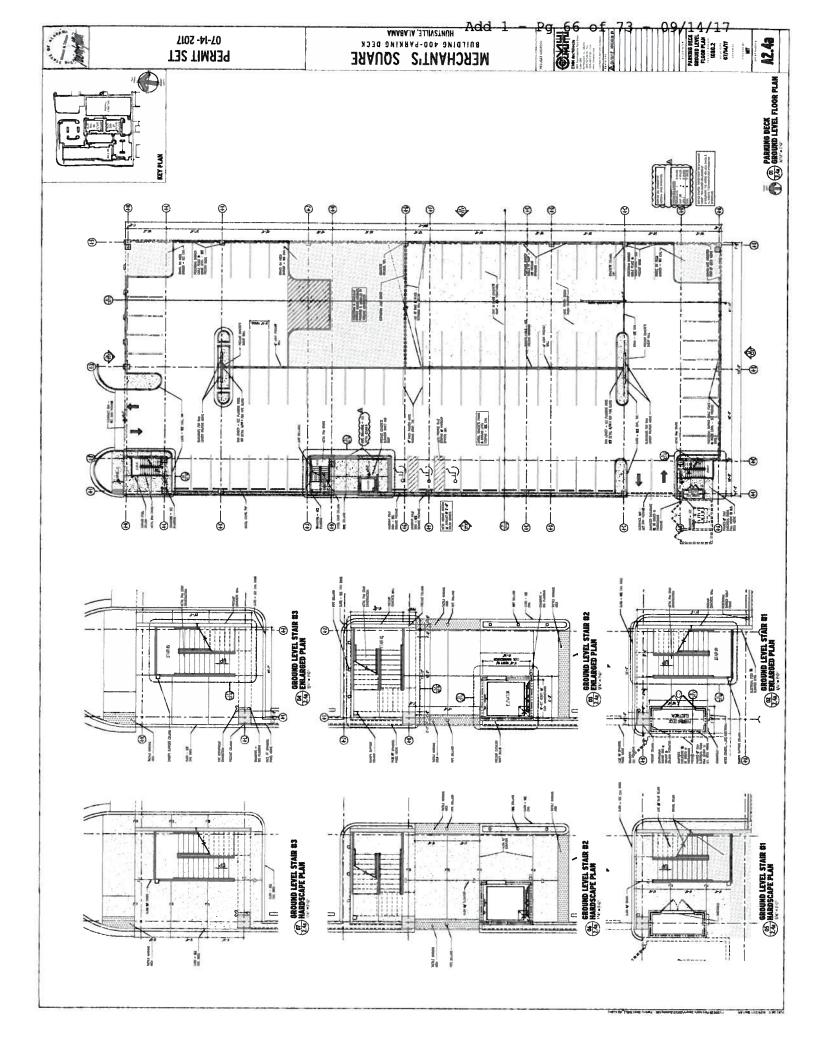
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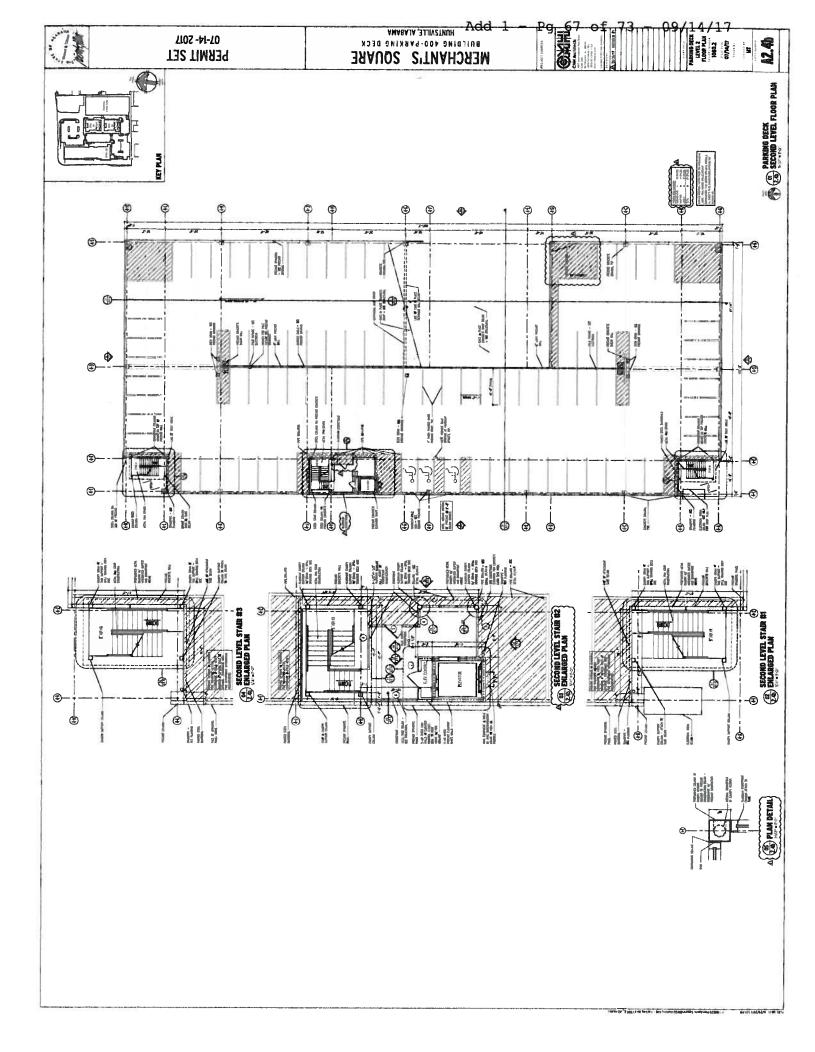


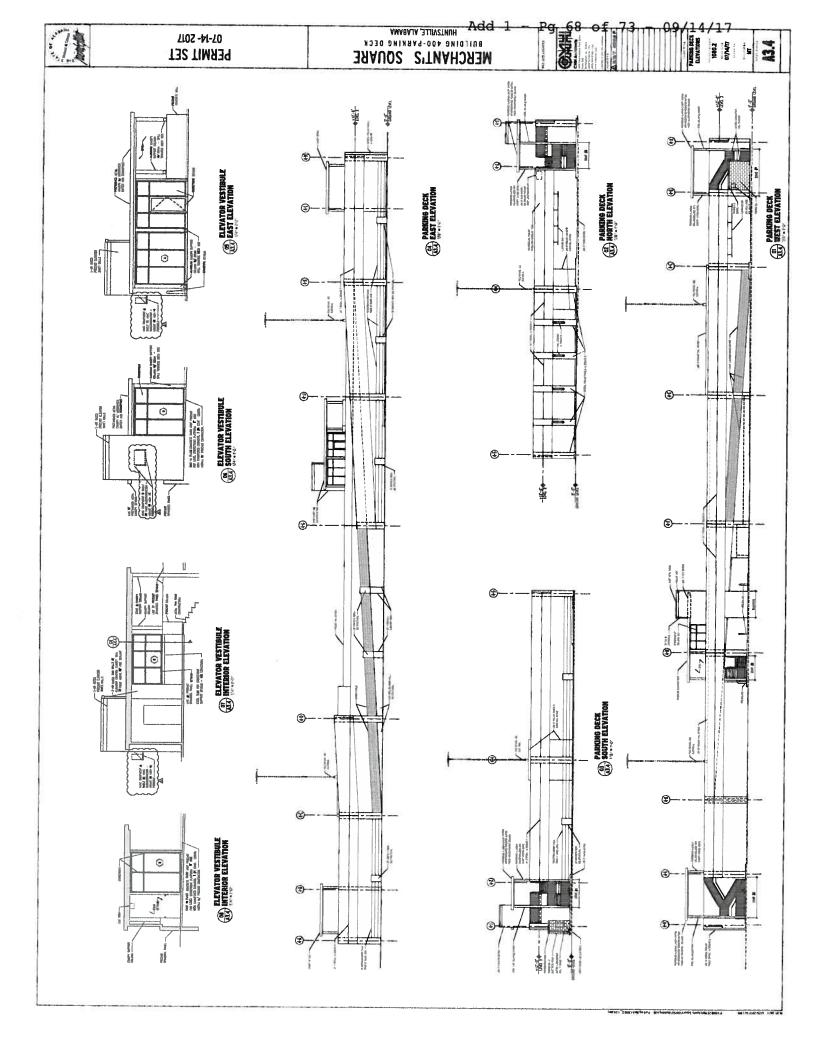


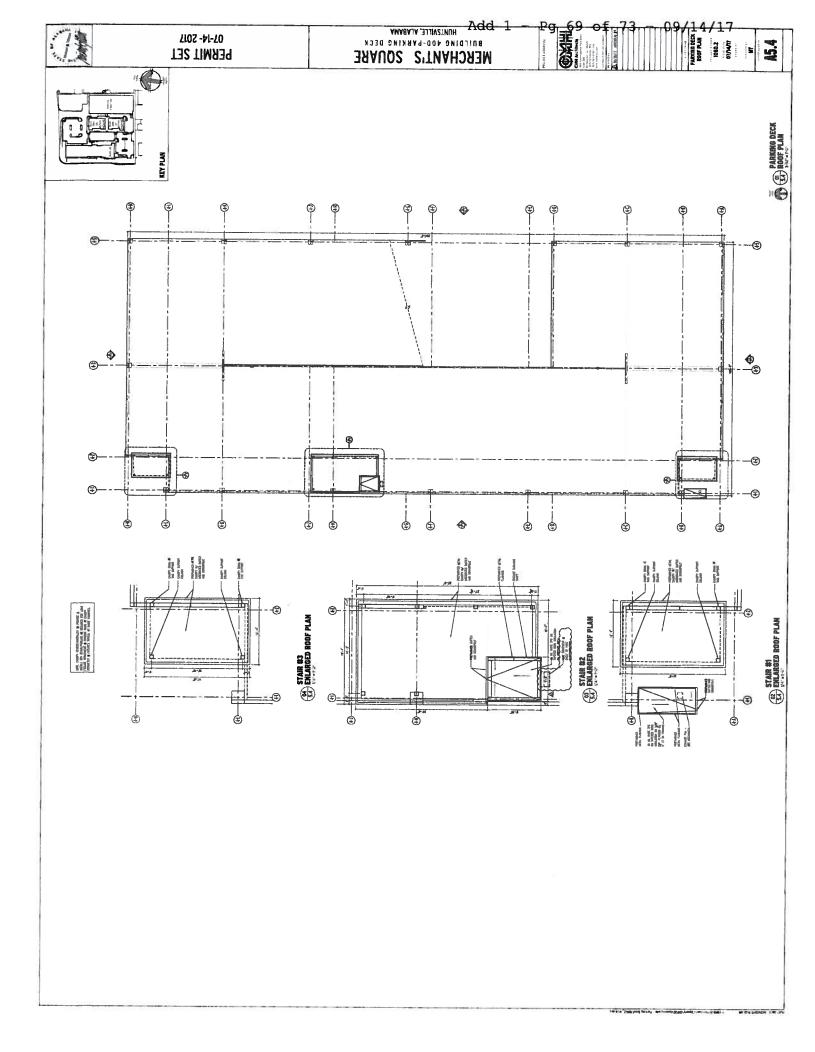


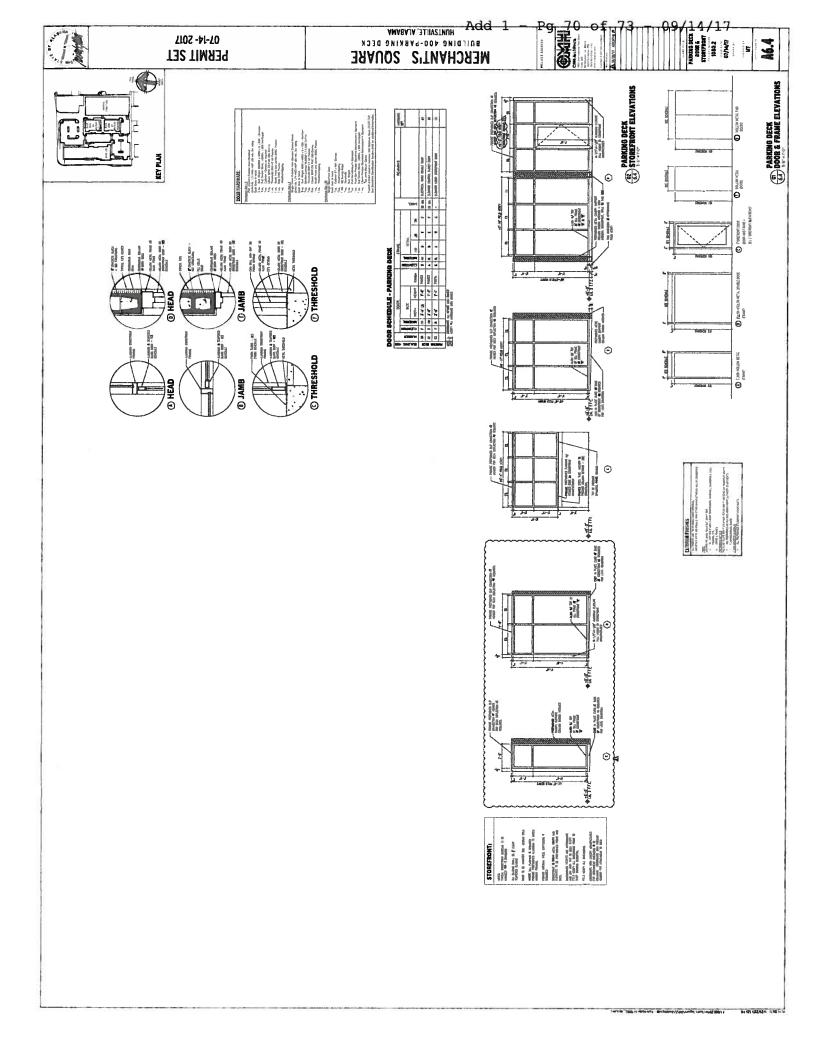


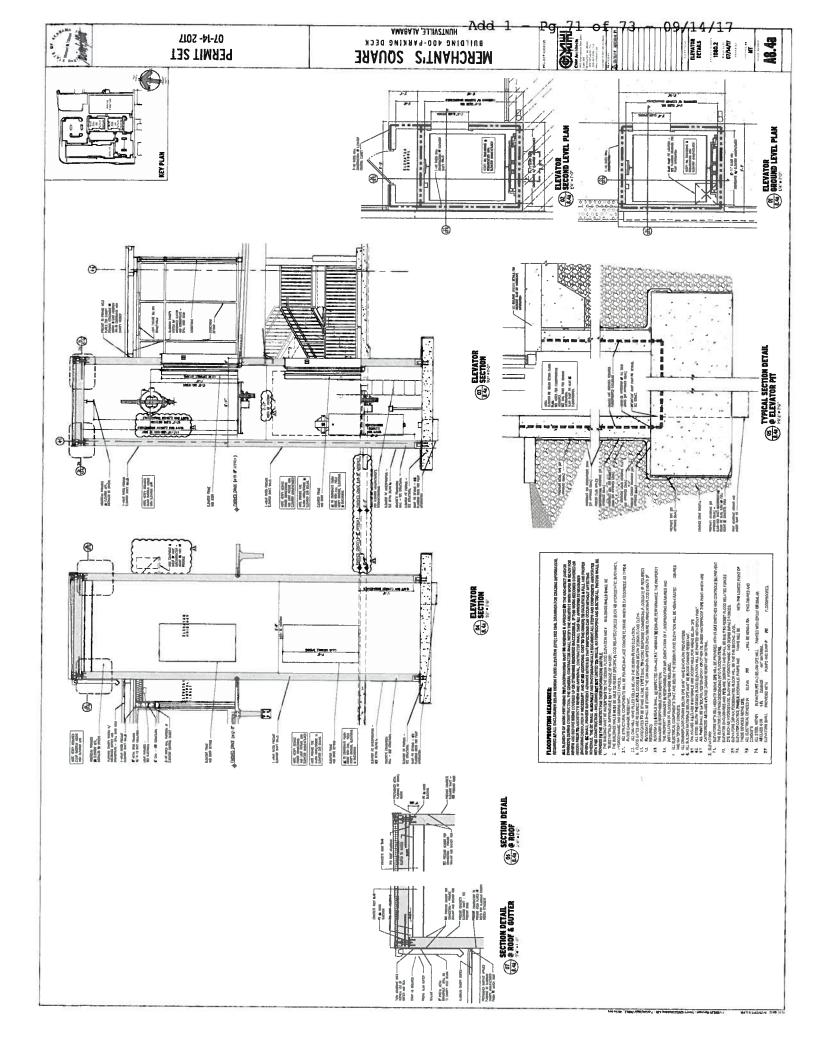


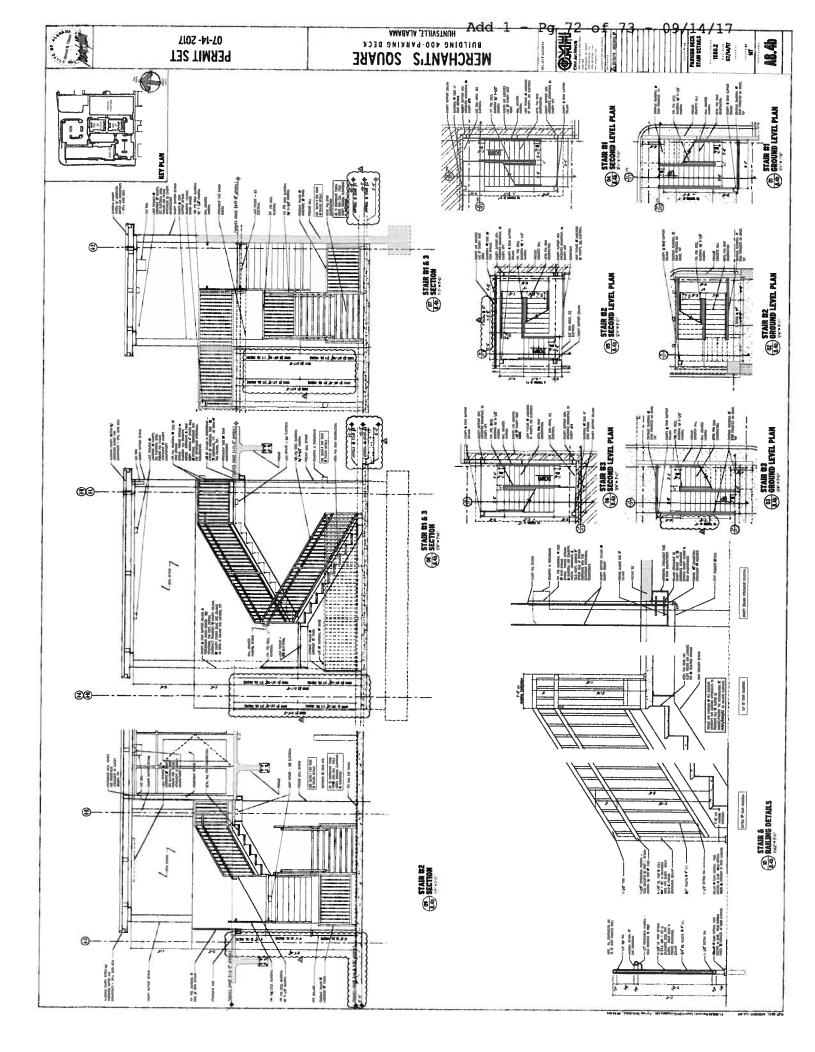


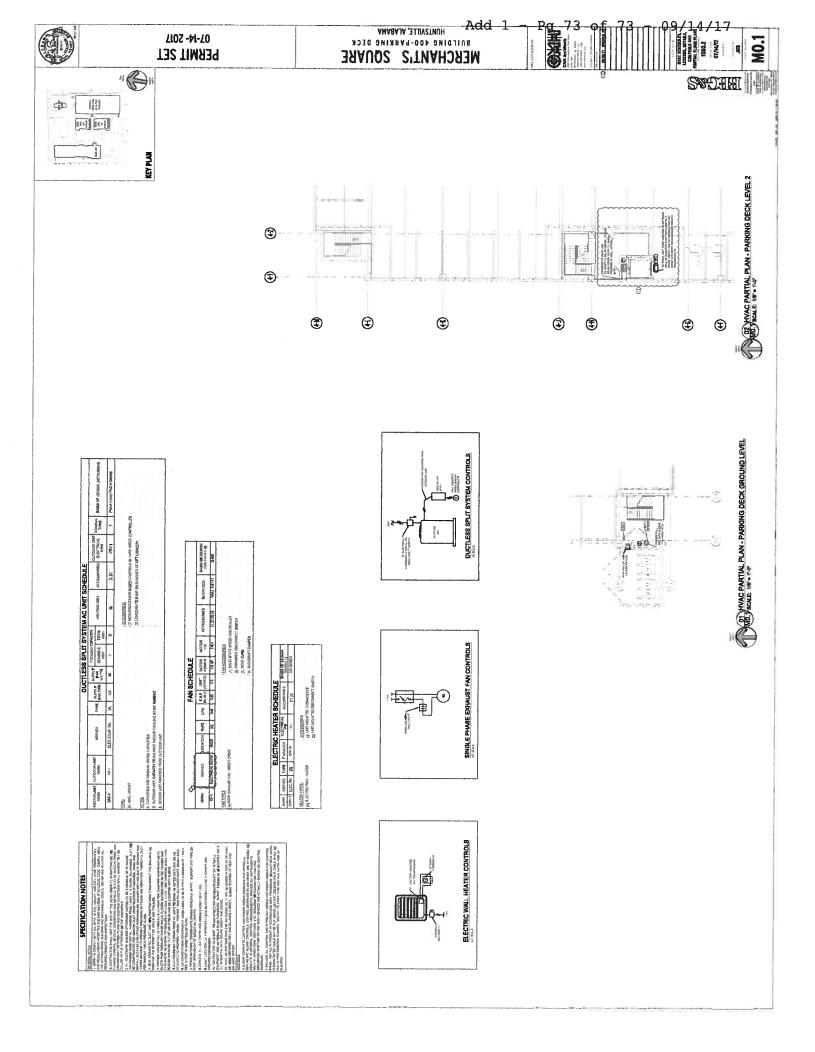














Kathy Martin, P.E.
Director
City Engineer

Urban Development Department Engineering Division

#### MERCHANT'S SQUARE PARKING DECK Project No. 71-17-SP45 September 1, 2017

#### Addendum #2

Attached are the minutes from the Mandatory Pre-Bid Meeting held on Wednesday, August 30, 2017.

Addenda will only be emailed to those bidders who attend and have signed in at the pre-bid meeting. All addenda, as well as other project information, are available for downloading on Engineering's website at <a href="https://www.huntsvilleal.gov/engineeringbids">www.huntsvilleal.gov/engineeringbids</a>. Acknowledgement of receipt/download from website of addenda is mandatory using Attachment "C" located in the Specifications and attachment must be submitted with bid package. Failure to do so shall be cause for rejection of the bid. It is the responsibility of all bidders to refer to the website for any updates. The attached pre-bid meeting minutes, all addenda and attachments for the above-referenced project will become part of the contract documents.

Attachments: Pre-Bid Minutes

END OF ADDENDUM #2
The Star of Alabama

#### MANDATORY PRE-BID MEETING

PROJECT NAME: Merchants Square Parking Deck

PROJECT NUMBER: 71-17-SP45

DATE: August 29, 2017

PROJECT ENGINEER: Toneka Lindsey

The following people were in attendance at the pre-bid meeting:

Michael Tillman CMH

Gary Spires RCP Companies
Phillip M. Chenault Trav-Ad Signs
Jamie Prater Shoals Electric

Bart Rye Pearce Construction
Patrick Haga Pearce Construction
Ashley Stevenson Huntsville Utilities

Michael Barnes Fite Building

Craig Ward Bhate GeoSciences

Marc Byers
Jeffery Jenkins
Angela Gurley
City of Huntsville Inspections
City of Huntsville Engineering
City of Huntsville Engineering
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#### 1. Introduction of all persons present

Toneka Lindsay City of Huntsville Representative. There will be no city inspector on this job. Inspections Department will be included as well as the architect and Gary Spires.

#### 2. Work Description (Project Scope)

Freestanding precast two level – grade and one elevated level – parking deck to include elevator, stairs and all items included in the plan set. Project is located at the northeast corner of Bob Wallace Avenue and Memorial Parkway at Merchants Square.

#### 3. Permits

The entire site does have an ADEM Permit which covers the construction of the parking deck that will be maintained by the owner of the property or developer.

All normal City of Huntsville permits are required.

#### 4. Utility Project Notification

There are no known utility conflicts on site. Gary Spires said there is an existing sewer line that runs down the east edge of the property and he does not know whether it is going to fall in the line of foundations or not. Will have to survey and verify.

#### 5. Right-of-Way

There are no-right-of way issues or acquisitions that need to take place for this project.

#### 6. Conflicting Projects.

There are no conflicting projects other than large amounts of property on Bob Wallace and the Parkway.

#### 7. Schedule of Work

For the Contractors bidding this job, we do require that a critical path report be turned in to the City of Huntsville. These are completed on MS projects. This is needed before you turn your invoice in for your first payment.

On City of Huntsville jobs if you are more than 25% behind schedule your invoice or request for payment will not be approved.

#### 8. Project Details (Plans, Specs, Special Provisions, Quantities, Dates)

Site is south of Merchants Walk at the intersection of Bob Wallace and Memorial Parkway. Site access will be via a shared access at the north end of the site, the existing traffic signal that serves the shops and walk along Bob Wallace. Staging area will be the northeast corner of the site. There is a future pad for the site at a later date.

Mike repeated as Toneka said, it is basically a two (2) level grade plus one (1) elevated pre-cast parking deck. The template drawing and specifications are in the set that Tindall precast the basis of design for documents and was just the basic design for the project other precasters can bid the project. Mike said basically there are three (3) stairs in the building, one (1) elevator-all have covers. There is a combination of precast spandrels and barrier cables there for guardrail systems

throughout the deck. The stairs are all open pipe rails. There will be some pretty significant coordination between the stair vendor and particularly at the northwest and southwest corners where the stairs and stair columns and the canopy columns engage one another. There will be a good bit of coordination between the canopy vendor and store front vendor at the elevator location. There is a storefront system surrounds the elevator lobby; obviously everything has to be coordinated with the selected pre-caster. We anticipate upon selection that the selected pre-caster to be notified to proceed immediately into erection documentation. All they have done today is what you see as the basis of design set.

Another part of this that is a little different is there is a graphics package attached to this set included in the scope of work. The anticipation is that the graphics signage package, which will be executed, via design build so that this package is intended to be a design guideline for that selected design build sub-contractor. They will provide the final CD's and we will review those with the owner and typically they do they do the erection and installation of this signage as well. For pylon signs and monument signs, they engage the structure engineer, they verify the foundations and frame design of all vertical signs.

Addendum #1 was issued last night; Mike said they wanted to get it out quickly and intended to wait until following today's meeting but they realized the Geotech Report had not been included in the original appendage specifications and they felt like they needed to go ahead and get Geotech Report out. The other things in the addendum are responses to the City of Huntsville's review comments. Mike said they got their set of review comments addressed in those drawings. There are also some spec clarifications. Mike said they deleted some specifications that did not get edited and were obviously not supposed to be included. And more importantly the canopy specifications, the canopy specification is included and TVM metals is the basis of design for that work. Obviously there are a number of venders that do that.

Mike said as he is sure Contractors have noticed, there were no civil drawings in the package. Gary will talk to you later about how that all works. That really describes the system.

Mike said there are three (3) Alternates-1 is just a reveal around the parking deck which is probably a no cost alternate; then we have Alternate #2 as precast piers on the north elevation of the deck; and Alternate #3 has wall sconces at those piers as well.

Mike said Contractors will also notice that it is critical to be executed correctly, the flood permitting details for the elevator pit. The correct execution of the waterproofing of that installation is absolutely critical to the project. Gary said they all have to sign forms saying the project is done correctly.

Gary said the pad will be raised above the flood plain; so it's just the elevator pit only.

Gary said Mike eluded to the allowance for site work; he said they have solicited pricing directly on all the site work. This project is a little different; it is a city project, the parking deck portion is, but it is part of the developers overall project, so the site work will be done as an entire package and they have allocated the portion that is associated with the parking deck, so the successful general contractor will put in the allowance of \$200,000.00 through the bids for site work, because that is the portion that needs to be paid out of the city funds. Gary said their site work contractor will be doing the work; so the successful general contractor will turn around and pay RCP's site work contract for that portion.

Toneka said she had a question about the site work. She said the notice to proceed date is September 25 and asked if this will be coordinated with the start date for this Contractor or will site work be complete. Gary said he believed September 29 was the City's Notice to Proceed date. Gary said the intent is to have the site work completed by September 29. He said step one (1) on the Notice to Proceed is to get the pre-cast subcontractor released. Gary said we really don't need to physically do any foundation work because you've got the lead time of getting the precast components on the site. He said that notice to proceed would be the award so that they can turn the pre-caster loose.

State of Alabama license classification is BC or Building Construction for this project.

Toneka asked if there were any additional questions about the plan set or the quantities. No questions were asked.

Toneka said there were some questions submitted by Pearce on August 28 and August 30. She asked Gary and Mike if they had addressed the August 28 questions in the first addendum. Mike said that was correct.

Toneka asked Pearce if their questions answered sufficiently? Mike said there were a couple of things they could not answer-the questions regarding civil relating to structural elevations. One of the things that has to happen here is well as the said there is well as the said there is well as the said there is a said the said there is a said the said there is a said the said there is a said the said there is a said the said the said there is a said the said there is a said the said the said there is a said the said the said the said there is a said the said the said the said the said there is a said the sai

were a couple of things they could not answer-the questions regarding civil relating to structural elevations. One of the things that has to happen here, is what they don't see is, generally you will have a grade issue and that one of the things included in Addendum 1 is the adjustment to the stairs based on the most current rate in the latest civil package. Grade Changes Ass you all know, that in the stairs, that can have a pretty significant impact on the layout of the stairs and that is adjusted. Mike said he thinks one of the first things we will do as soon as everybody gets on board and ready to go is have a meeting with the pre-caster, civil and RCP and CMH and do a walk through-start at the north and go all the way through the south, recheck all the grades and make sure everyone is on the same page about grades because the Tindall has to be so far out front in order to get to the point where they can give us drawings. When they started the grade was zero (0). CMH was not able to give them final grade so a . system of zero minus

one minus two was used as grades were evolving and being final that of course affects precast of the stairs. Mike said what they have tried to do with the addendum is show what we think the worse case scenario is.

There is also a small split system in the documents that have been moved to a wall mount on the south side of the elevator shaft on the roof. Depending upon which elevator we wind up with, that may or may not be required with a control closet for the elevator, but more than likely it will be, so that is why it is in the package now.

Toneka asked if there were any additional questions from the document dated August 28. Pearce stated they did not think they had received the addendum. Mary replied it should be posted on the website. Representative from Pearce stated that he had not checked the website. Jamie Prater said the addendum was posted and he had printed a copy.

Toneka had a question about #5 asking if the bidders were allowed to submit pricing within two (2) hours of the bid opening. Toneka asked if they were saying two (2) hours before or two (2) hours after the bid opening. It was answered two (2) hours after. Toneka's response was that we cannot do that. Whatever the bid time is set for, and it is at 10:00, at 10:01 no other information will be allowed to be submitted.

Toneka asked if there were any other comments questions about the quantities or the plan set? No questions were asked.

Introduction and explanation of any revisions to <u>Supplement to General</u> <u>Requirements</u> – specifically detail the following:

#### 46. SHOP DRAWINGS

The approval of shop drawings by the Engineer will cover only the features of the design and in no case shall this approval be considered to cover error or omissions in shop details or a check of any dimensions. The Contractor shall be responsible for the accuracy of the shop drawings, the fabrication of materials and the fit of all connections; and he shall bear the cost of all extra work in erection caused by errors in shop drawings or in fabrication, inaccurate workmanship, misfits of connections or for any changes in fabrication necessary. No work shall be done on the material before the shop drawings have been approved. Any material that the Contractor orders prior to the approval shall be at the Contractor's risk.

Substitutions or changes whether indicated or implied on shop drawings will not be considered as changes regardless of the Engineer's approval of shop drawings unless the change has been previously submitted and approved as a change order per the requirements for changes in the contract.

After a shop drawing has been approved, no changes shall be made unless directed in writing to the Owner and acceptance by the Owner of said changes. Any acceptance of change by the Owner does not constitute a change to the contract unless that change has been approved and directed in writing per change order. Compensation for preparing and furnishing all shop and working drawings shall be included in the contract unit prices for the various pay items of work.

- a. No construction trailer or as-builts will be required. Mike said they did ask for as-builts. Toneka said as-builts will be submitted at the completion of construction.
- b. Calendar Days to complete project one hundred ninety-four (194)
  Toneka modified this to be two hundred and ten calendar (210) days.
  Toneka asked if there were any comments about the construction time. No comments were voiced.
- c. Council Approval September 14, 2017
- d. Anticipated Notice-to-Proceed 9/25/17

#### 9. Bid Sheet (Quantities)

Contractor is required to submit pricing (Attachment "A") on a CD-RW (preferably in a live/flash drive format) in the Excel format made available for download from the Engineering website. The CD-RW must be in working condition and included with original bid packet and reflect the correct revision, along with two signed hard copies. Bid must be submitted from the file (Quantities) provided and downloaded from the City of Huntsville's website. Failure to do so shall be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the CD in any manner. If a price discrepancy is found on the CD-RW, or the correct version of bid quantities is not submitted on the CD-RW which corresponds to the printed hard copy, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail.

#### 10. Payment

The OWNER agrees to pay the contractor as follows: Once each month per project the OWNER shall make partial payment to the Contractor on the basis of duly certified and approved estimates of the work performed during the preceding month by the Contractor, less five percent (5%) of the amount of such estimate, which is to be retained by the City until all of the work has been performed. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date. All pay requests will be submitted by hard copy and on a CD. The hard copy will be printed from the CD. The OWNER will provide the CD to the contractor. Two originals and two copies of the invoices are required before payment will be made. The CD should be submitted each month, along with the originals and copies, to the Administrative Officer, ATTN: Odessa Sales-Robinson, in the Engineering Department. No further retainage will be held after fifty percent of the contract is

complete. All payments to contractor will be made as soon as practical after the approval and finance processes have been completed.

Toneka said we usually allow the Contractor to bill monthly at the beginning or the end of the month. She said she did not have a preference on when the Contractor billed.

Toneka said the City does charge liquidated damages. She said that is why she asked for any comments on the timeframe.

There is a one (1) year warranty period that starts after substantial completion.

Toneka asked Gary if they required shop drawings. Gary said they do not have shop drawings until they award to the pre-caster, then the pre-caster will generate the shop drawings. Gary said that all needs to be done as soon as possible; as was mentioned earlier, as soon as the successful general contractor receives the Notice to Proceed, they need to release the pre-caster to immediately go into shop drawings.

Toneka asked if any traffic control was needed for this job. Gary said yes, there will need to be traffic control on Bob Wallace as the precast members are being brought into the staging area. The staging area is directly north of the parking deck area. Toneka asked Contractors to keep that in mind.

- Q: Jamie Prater asked that everything they were dealing with on this parking deck is stand-alone right? As far as fire, safety systems, alarm systems, he said the only thing he sees that is tied to the elevator is for shut down of the elevators, but nothing ties to any other buildings?
- A: Mike said no we do not notify the pre-standing buildings nor do they notify the deck. It is essentially a freestanding parking deck. It is also the only elevator on site so it is a stand-alone.
- Q: What is the cutoff for questions?
- A: Thursday at 5:00 pm.
- 11. Traffic Control Contractor is responsible for installation and maintenance of all Traffic Control in accordance with MUTCD, latest edition.

#### 12. Subcontractors

Any subcontractors present were given the opportunity to ask questions or discuss items with which they are concerned. The Prime Contractor should be advised that no work by a subcontractor will be permitted unless approved by contract or in writing. Attachment "D" – "Subcontractor's Listing" in the Supplement to General Requirements for Construction of Public Improvements, City of Huntsville, Alabama has been revised and bidders are advised to pay special attention to the text and instructions listed on the attachment. Contractor shall keep the "Subcontractor's Listing" updated throughout the project duration and

- submit a copy of the listing with the request for final payment. Noncompliance with this request may cause delay in payment to the Contractor.
- 13. Special Documentation based up Funding Requirements (i.e. Labor Payroll, etc.) Anyone working for the Contractor, whether equipment and/or personnel, which are not the Prime Contractors and are not covered by subcontract, then it shall be understood that the Prime Contractor will be required to furnish a rental agreement for the equipment and carry personnel performing such work on his/her labor payroll.

#### 14. Questions?

- Q: Jamie said on the electrical, he guesses there's a transformer existing. It is the Contractor's responsibility from the meter base?
- A: Yes. Gary said all he is aware of is an S cabinet that is close to Bob Wallace.

All questions will be answered and all clarifications made by addendum. All addenda are sent via email to those bidders who attend and have signed in at the pre-bid meeting. Although a response to the email is optional, it is mandatory that the bidders acknowledge the receipt of each addendum, whether received via email or by downloading from the Engineering Department's website, on Attachment "C" included in the Specifications. Acknowledgement of receipt of addenda is mandatory using Attachment "C" and must be submitted with bid package. Failure to do so shall be cause for rejection of the bid.

Last day for questions concerning this project before the bid will be <u>August</u> 31, 2017 until 5:00 p.m. via fax (256) 427-5325 or email to: mary.dolberry@huntsvilleal.gov.

Response to contractor questions will be **September 1, 2017 until 5:00 p.m.** 

Bids open: September 6, 2017 at 10:00 a.m. in the 1st Floor Conference Room, 320 Fountain Circle, Huntsville, AL. All bids must be SEALED before submittal at the bid opening. Any bids received that are not sealed will be immediately rejected.

The pre-bid notes and all addenda shall become a part of the contract documents.

The meeting was adjourned.



Kathy Martin, P.E.

Director
City Engineer

Urban Development Department Engineering Division

#### **MERCHANT'S SQUARE PARKING DECK**

Project No. 71-17-SP45 September 1, 2017

#### Addendum #3

#### Attachment "A" is amended as follows:

Replace bid quantities with "replacement", Attachment "A1". Please use the revised attachment to submit bid pricing; all bids must be submitted using Attachment "A1". Contractors are authorized to download revised quantities from website and paste to a CD-RW (preferably in a live/flash drive format) which must be submitted with the original bid packet. In addition, two hard copies must be signed and submitted with original bid packet. Bid must be submitted from the file (Quantities) provided and downloaded from the City of Huntsville's website. Failure to do so may be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the bid CD in any manner. Contractors should be mindful of making changes to formatting already established in column for Bid Unit Price, as it may affect the outcome of their bid. In order to verify calculations are correct, Contractor may choose to manually multiply those unit costs x bid quantities to ensure extensions are correct, prior to printing and submitting with bid packet. If a price discrepancy is found on the CD-RW, or the correct version of bid quantities is not submitted on the CD-RW which corresponds to the printed hard copy, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail. However, calculations must be accurate and will be verified manually.

 Any bidder who designates a change on the outside of the envelope understands that any deletions or additions designated, bidder must further indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid.

#### **QUANTITY REVISIONS:**

<u>Delete</u> 4	Electrical Aid to Construction	1	LS	
Add 4	Electrical Aid to Construction	1	LS	\$20,000.00
Delete Option No. ALTERNAT 1-1	1 (TITLE) E #1 Precast Reveal at Spandrels	1	<del>LS</del>	
Add OPTION NO 1-1 Pred	D. 1 cast Reveal at Spandreds he Star c	of Ala	bama	

Delete **ALTERNATE #2** Add Vertical Panels at North Elevation 1 LS <u>Add</u> OPTION NO. 2 1-2 Add Vertical Panels at North Elevation 1 LS Delete **ALTERNATE #3** 1-3-Add Wall Sconces at Above Verticals --Add **OPTION NO. 3** 3-1 Add Wall Sconces at Above Verticals 1 LS **RESPONSE TO CONTRACTOR'S QUESTIONS:** Q: Will the building pad construction be covered with the sitework allowance? A: Imported fill and grading to +/-12" subgrade is included in the site allowance. Q: If the sitework is not by the deck contractor, what will the tolerance be for the elevation for subgrade? A: .1' Q: Please provide a site drawing detailing the routing of the electrical secondary conduit. A: This routing is shown on E1.3. Q: Where will the contractor staging and laydown be located? A: Staging area is noted on A1.0.

Q: Can PVC coated MC cable embedded in the slab in lieu of ENT?

A: No. The conduit may not be embedded in the concrete; however, Contractors may quote PVC Conduit (surface mounted) in lieu of IMC where allowed by NEC.

Q: Specification 10 1400: Are the signs to be covered under allowance? If so, please provide allowance amount.

A: Price as design/build per package and Addendum #1 – included in scope of work.

Q: Specification 03 4100: Will other pre cast fabricators be allowed to bid the project beyond Tindall?

A: Yes

Q: Sheet A5.0 has several details referencing EIFS, can you please verify the location of the EIFS if any?

A: No EIFS

Q: Fixture ED2 shown E1.3 & E1.4 does not show up on the lighting schedule. Is ED2 supposed to be ED1? Please clarify.

A: On the fixture schedule ED2 should be emergency version of PD2. T is just mislabeled on the schedule.

Q: Can the bid date be extended to allow subcontractors additional time to bid the project?

A: No

- Q: Can the calculations for the precast be provided for the rammed aggregate pier subcontractors?
- A: The rammed aggregate pier design should be based on providing a 5000 PSF bearing capacity beneath the footing size noted on the drawings and the uplift capacity noted at footings.
- Q: Sheet 4.4a, Continuous footing between column lines 4-3 & 4-4, along column line 4-M, is this footing to be installed under the base bid or only Alternate #2?
- A: Grade beam along column line 4-M between 4-3 and 4-4 is only required if Alternate #2 is awarded.
- Q: Will the structural soil backfill for the ramp be installed under the sitework allowance and the gravel backfill be installed by the contractor?
- A: Soil backfill under the ramp to be installed by deck's GC.
- Q: Can you provide some information about what the sitework allowance will be covering scope wise?
- A: Imported fill and grading to +/-12" subgrade is included in the site allowance.
- Q: Can you please provide additional information about the LCP shown on E0.2 in the riser diagram as well as on sheet E1.3? There is not enough information provided other than its location.
- A: Lighting control panel will be required to control fixtures provided under Alternate #3. Pole light fixtures are to have an integral photocell.
- Q: Do you have a specification for the Aluminum Canopies?
- A: Issued in Addendum No. 1.
- Q: Sheet A0.1, Note 1.19: What equipment if any, will be provided by the owner? Please provide an itemized list.
- A: None.
- Q: Sheet A0.1, Please provide the material to be used for the thermal barrier referenced in Note 7.7.
- A: Not required.
- Q: Please confirm whether the parking structure is to be sprinklered: A0.1: Note 15.2 states that the deck is to be sprinkled whereas A0.2 Construction type is Parking Deck Type IIB (unprotected). P1.0 depicts sprinkler piping & stand pipes; however, there are no specifications provided. Please clarify.
- **A:** Unsprinklered, "Sprinkler" piping is connecting dry standpipes. A0.5 Life Safety Plan notes deck as unsprinklered.
- Q: Ref. A0.1; Note 2.11, Will the electrical secondary be brought within 5'-0 of the building?
- A: The secondary is shown routed all the way to the transformer. See E1.3
- Q: What ground level hardstand, sidewalks, detectable pavers, etc. is to be covered under this contract?
- A: Base bid for Ground Level of deck shall include the following within the line of the parking deck structure as shown on A2.4a All concrete sidewalks, curb, gutter, including stair, elevator/stair support pads and all other concrete sidewalk areas shown. Concrete paving 6" concrete over 6" base per project Geotech Report for grade level extent shall be included. Concrete paving at ramp shown on S2.4a is per the Structural drawings. Wheel stops as shown at spaces on column line 4-1 shall be included. ADA tactile warning at elevator/stair area shall be included.
- Q: What will be the finish on the treads of the concrete filled stair pans?
- **A:** Broom finish concrete, painted steel.

Q: Will the stair treads require any abrasive stair nosings?

A: No

Q: Please confirm the interior and exterior finish of the cmu electrical room, Sheet A6.4 shows drywall interior & EIFS exterior, whereas 2/A2.4a calls for it to be painted?

A: Painted concrete block. There are no EIFS and no drywall. Add expanded polystyrene insulation insert block insulation full high at electrical room walls and elevator control closet.

Q: Are there to be any protective bollards installed for the Aluminum canopies?

A: Only at elevators/stair lobby – see 03/A2.4b

Q: Detail 8/A4.4: Please provide size of the painted steel tube shown.

**A:** HSS 6"x6"x1/4"

Q: Detail 8/A4.4: How is the tube steel to be supported?

A: See storefront support beam at precast column detail on S1.4a

Q: Will the aluminum canopy roof support the dead load from the condensor?

A: See Addendum #1

Q: How is the condensor for the mini-split to be attached to the aluminum canopy roof?

A: See Addendum #1

Q: Ref. 03/A8.4a Is there to be a leveling topping cast at the elevator lobby, 8/A3.4 depicts one?

A: No, see A6.4. The sloping line is the CIP concrete curb base at storefront.

Q: Will the parking stripes be covered under this contract or under the sitework allowance?

A: Yes. Base bid for Ground Level of deck shall include the following within the line of the parking deck structure as shown on A2.4a - All concrete sidewalks, curb, gutter, including stair, elevator/stair support pads and all other concrete sidewalk areas shown. Concrete paving - 6" concrete over 6" base per project Geotech Report for grade level extent shall be included. Concrete paving at ramp - shown on S2.4a is per the Structural drawings. Wheel stops as shown at spaces on column line 4-1 shall be included. ADA tactile warning at elevator/stair area shall be included.

Q: In the absence of civil drawings showing the finish grades of the lower level, we will assume that the subgrade will be at -8" BFF for bid purposes.

A: -12" BFF

Q: In review of the concrete pier detail 4/S4.4b, the top is noted to be 3'-10" above the pavement level. In the absence of any pavement elevations, we will assume that these are to be estimated at 3'-10" above finished floor (0.00') for bid purposes.

A: After award, a coordination meeting will be held with the structural engineer, civil engineer, architect, and contractor to verify elevations. For bid purposes, price the concrete pier as 3'-10" above finish floor (0'-0")

Q: It is our understanding that fire protection is limited to the dry stand pipe system noted on the plumbing drawings.

A: Yes.

Q: In review of the electrical riser diagram on E0.2 and in review of the enlarged electrical room on E1.3, a "LCP" (lighting control panel?) is shown. In review of the drawings and specifications, we cannot find any other information on this "LCP" other than its location. We assume that any lighting control system is future and will be added at a later date.

A: Lighting control panel will be required to control fixtures provided under Alternate #3. Pole light fixtures are to have an integral photocell.

- Q: There is a "typical bollard on grade" detail in 07/A4.4 that shows a standard pipe bollard set in concrete. In review of S1.4a, there is a "typical bollard detail" that shows a weld plate set in the exterior pavement. For the lower level pipe bollards noted on A2.4a, we assume that detail 07/A4.4 applies and that the "the typical bollard" detail on S1.4a does not apply to this project.
- A: Cast aluminum bollard per 07/A4.4 is the bollard detail for bollards at elevated deck; steel pipe is for grade level bollards. S1.4a does not apply.
- Q: In review of the enlarged roof plans 02 and 03/A5.4, the roofing is described as 40 mil white TPO. In review of specification section 07 5423, "Thermoplastic-Polyolefin Roofing (TPO)", paragraph 2.03A calls for a 60 mil roof membrane. We assume that details 02 and 03/A5.4 are correct and that the roof membrane is to be 40 mil in thickness.
- A: 40 mil white TPO is acceptable.
- Q: Detail 06/A4.4 shows the expansion joint between the ramp and precast deck, but does not indicate the joint width. In review of detail 7/S4.4a, the EJ is noted as 1". We assume that the 1" EJ applies at this area.
- A: The 1" expansion joint is coordinated with the precast concrete deck drawings. Use 1" expansion joint for bid purposes.
- Q: In review of HM frame details D, E and F on A6.4, "typical EIFS" is noted on the exterior of the CMU at jamb/head/sill details. In review of the drawings, we find no EIFS used and assume that this was inadvertently included and that no EIFS applies to this project.
- A: There is no EIFS.
- Q: In review of specification section 08 7100, "Door Hardware", paragraph 2.10A calls for a Knox-Box rapid entry system. It is our understanding that the City of Huntsville does not use the "Knox-Box system" and therefore, we will be unable to obtain pricing.
- A: No Knox-Box
- In review of the drawings (A2.4a and A2.4b), there is a note at the lower right of the floor plans reading "Surface mounted-tamper proof fire extinguisher cabinet (final number and location of extinguishers to verified with location officials. All cabinets to be manufacturer approved for exterior use." In review of specification section 10 4400, "Fire Protection Specialties", fire extinguishers are specified, but there are no specifications on any fire extinguisher cabinets. In the absence of any specifications on the cabinets, we assume that we are to provide twelve (12-the quantity shown on the drawings) 10# ABC fire extinguishers to be hook mounted and that no fire extinguisher cabinets are required.
- A: FireTech Fire Extinguisher Cabinets FT10PR Red FireTech Cabinet or equal and 10 TALL ABC Dry Chemical Extinguisher
- Q: In review of the project manual table of contents, the following specification sections are noted but are not found in the body of the specifications-05 7000 "Decorative Metal", 09 3000 "Gypsum Board Assemblies", and 09 3000 "Tilling". In review of the drawings, we do not find these items used and assume that these specification sections were inadvertently included in the table of contents and do not apply to this project.
- A: Spec sections were removed from Table of Contents in Addendum No. 1.
- Q: In review of the project manual, the following specification sections are included but we do not find these items used on the drawings- 09 2424 "Portland Cement Plaster", and 09 6519 "Resilient Flooring". We assume that these specification sections were inadvertently included and do not apply to this project.
- A: Section 09 2424 was removed from specs in Addendum #1. Resilient Flooring is used at Elevator cab.

- Q: In review of the specifications, section 14 2100, "Traction Elevators" calls for the elevator flooring to be "by others". In review of the drawings, we do not find a flooring finish noted or specified. Is the flooring noted in 06 6519, to be used in the elevator car? Please advise.
- A: 09 6519 Resilient Tile Flooring is to be used in elevator cab.
- Q: In review of attachment "A", item #3 reads "Site Work Allowance" in the stated amount of \$200,000. In review of the specifications, no allowances are noted or specified. Are we to include this \$200,000 allowance in our base bid?
- A: Spec section 01 2100 Allowances was added in Addendum #1.
- Q: Due to the fact that we will not have final pricing until right up to bid time (with numerous changes in the last few minutes), we would like to request that the bidders be allowed to submit exhibit "A" within two hours of the bid opening.
- A: Pre prebid No
- Q: In review of the various architectural drawings and the roof plans on A5.4, aluminum canopies are shown over Stair #1, #2 and #3. In review of the specifications, we find no specification for the aluminum canopies. In order for us to include these canopies in our bid, please provide specifications for the aluminum canopies.
- A: Spec section 10 5300 Extruded Aluminum Walkway Covers was added in Addendum #1.
- Q: In review of specification section 10 1400, "Signage", paragraph 1.01A makes reference for "cash allowance for signs". In review of the front end of the specifications, we find no allowance section and assume that there is no cash allowance for signage.
- A: Spec section 10 1400 Signage was revised in Addendum #1.
- Q: In review of the bid package, there is a separate set of drawings entitled "Building 400-Parking Deck Signage and Graphics". Is this signage package part of this bid package or is this a separate bid package? Please advise.
- A: Part of the bid package deck signage & graphics package is provided as basis of design.
- Q: In review of foundation note FD.1 on S0.4a, it notes that a soils report has been prepared by Building and Earth Sciences. In order to properly design the rammed aggregate piers, a copy of this soils report will be needed to be furnished to this contractor. How do we obtain a copy of this soils report?
- A: The Geotechnical Report was provided with Addendum #1.
- Q: In review of the "Parking Deck Foundation and First Floor Framing Plan" on S2.4a, the three stair areas are noted "Concrete pad for stair support-1'-0" thick w/#5 @ 12 EW T&B. See civil for elevation." In the absence of any civil documents, we will assume that the elevations noted on A8.4b are correct for bid purposes-Stair #1 +0'-1", Stair #2 -0'-8", and Stair #3 -0'-5".
- A: After award, a coordination meeting will be held with the structural engineer, civil engineer, architect, and contractor to verify elevations. For bid purposes, the elevations noted on A8.4b should be used. A8.4b was revised in Addendum #1.
- Q: In review of drawing A2.4b, the parking deck second level, a pipe bollard is indicated (pointing to storefront) on column line 4-1 between column lines 4-H and 4-G. We assume that this is inadvertently labeled and should read "Storefront".
- A: Yes.
- Q: In review of the various foundation sections on S4.4a, the ground level pavement is noted "Exterior pavement-see Site/Civil Drawings". In the absence of any civil drawings in this bid package, we assume that the following items will be provided (furnished and installed) by others at the first level of the parking deck-underground storm drainage and structures (including trench drains), curb and gutter, base and paving, concrete paving (not associated with the parking deck ramp), sidewalks (including areas outside of the elevator and stair support pads noted on the

structural drawings), ADA mats/detectable warning surfaces, pavement markings (not associated with the cast in place ramp or precast deck), wheel stops, concrete traffic islands, and the gravel on weed barrier,

A: Base bid for Ground Level of deck shall include the following within the line of the parking deck structure as shown on A2.4a - All concrete sidewalks, curb, gutter, including stair, elevator/stair support pads and all other concrete sidewalk areas shown. Concrete paving - 6" concrete over 6" base per project Geotech Report for grade level extent shall be included. Concrete paving at ramp - shown on S2.4a is per the Structural drawings. Wheel stops as shown at spaces on column line 4-1 shall be included. ADA tactile warning at elevator/stair area shall be included. Pavement markings as indicated shall be included. Gravel over weed barrier at three areas shown on A2.4a should also be included.

#### **CLARIFICATIONS:**

Electrical Aid-to-Construction amount listed in the quantities is an **estimate only**. Awarded Contractor is required to submit invoices for the actual aid-to-construction amount paid; at that time, Contractor will be reimbursed.

Addenda will only be emailed to those bidders who attend and have signed in at the pre-bid meeting. All addenda, as well as other project information, are available for downloading on Engineering's website at www.huntsvilleal.gov/engineeringbids. Acknowledgement of receipt/download from website of addenda is mandatory using Attachment "C" located in the Specifications and attachment must be submitted with bid package. Failure to do so shall be cause for rejection of the bid. It is the responsibility of all bidders to refer to the website for any updates. The attached pre-bid meeting minutes, all addenda and attachments for the above-referenced project will become part of the contract documents.

Attachments: Revised Quantities-Attachment A1

**END OF ADDENDUM #3** 

77.747	ATTACHMENT "A1"	and the second s			9/1/2017
	MERCHANT'S SQUARE PARKING DECK PROJECT NO. 71-17-SP45	-			
	Unit Bid Sheet				
ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
-	Mobilization	-	LS		\$0.00
2	Parking Garage	-	LS		\$0.00
က	Site Work Allowance	-	LS	\$200,000.00	\$200,000.00
4	Electrical Aid to Construction	-	FS	\$20,000.00	\$20,000.00
	TOTAL BASE BID				\$220,000.00
	Option No. 1				
1-1	Precast Reveal at Spandrels	-	rs		\$0.00
	TOTAL Option No. 1				\$0.00
	Option No. 2				
2-1	Precast Reveal at Spandrels	-	rs		\$0.00
	TOTAL Option No. 2				\$0.00
	Option No. 3				
3-1	Add Wall Sconces at Above Verticals	-	LS		\$0.00
	TOTAL Option No. 3				\$0.00
	TOTAL				\$220,000.00

	107116
MERCHANT'S SQUARE PARKING DECK PROJECT NO. 71-17-SP45	
Unit Bid Sheet	
ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK.	
COMPANY SIGNATURE DATE	



Kathy Martin, P.E.
Director
City Engineer

Urban Development Department Engineering Division

#### MERCHANT'S SQUARE PARKING DECK

Project No. 71-17-SP45 September 1, 2017

#### Addendum #4

#### **CLARIFICATIONS:**

Additional information/clarifications regarding sidewalk thickness, concrete strength, reinforcing required, curb type, tactile warning type (mats?), gravel thickness at gravel areas? Weed barrier spec? will be issued via Addendum #5 on Tuesday, September 5, 2017.

# The bid opening date has been revised to THURSDAY, SEPTEMBER 7, 2017, AT 9:00 AM in the 1<sup>st</sup> Floor Conference Room.

Addenda will only be emailed to those bidders who attend and have signed in at the pre-bid meeting. All addenda, as well as other project information, are available for downloading on Engineering's website at <a href="https://www.huntsvilleal.gov/engineeringbids.com

The Star of Alabama



Kathy Martin, P.E.
Director
City Engineer

Urban Development Department Engineering Division

#### MERCHANT'S SQUARE PARKING DECK

Project No. 71-17-SP45 September 5, 2017

#### Addendum #5

#### **CLARIFICATIONS:**

#### Question:

In review of addendum #1-all lower level site items were noted to be part of the site allowance. In review of addendum #3-Under the "Response to Contractor's Questions", it notes "Base bid for the ground level of deck shall include the following within the line of the parking deck structure as shown on A2.4a-All concrete sidewalks, curb, gutter, including stair, elevator/stair support pads and other concrete sidewalk areas shown. Concrete paving-6" concrete over 6" base per project Geotech Report for grade level extent shall be included. Concrete paving at ramp-shown on S2.4a is per the Structural drawings. Wheel stops as shown at spaces on column line 4-1 shall be included. ADA tactile warning at elevator/stair area shall be included." Addendum #1 and addendum #3 are in contradiction of each other. In review of the documents, there are no details of these items (sidewalk thickness, concrete strength, reinforcing required, curb type, tactile warning type (mats?), gravel thickness at gravel areas? Weed barrier spec? etc.). We can "guess" and include something, but other contractors might not make the same assumptions. Due to the holiday and lack of details, we request that an allowance be provided to cover these items.

#### Answer:

<u>Concrete Sidewalk</u> - see attached standard concrete sidewalk detail – note see architectural and structural drawings for additional information

Concrete Curb - see attached standard curb detail

Concrete Curb & Gutter - see attached standard curb and gutter detail

Concrete Paving – per geotechnical report – rigid pavement 5" concrete 6" base – see attached detail and Geotech report.

Striping – see architectural plan per layout. Typical Striping – 4" white; Handicap Striping – Glidden Ballard blue or equal. Pavement painting to be CL.1, TY.B and AHD Spec 856 Gravel – 4"-6" creek stone rounds, 3"-5" settled layer. Weed barrier – Dewitt 5 oz. filter fabric ADA Tactile Warning – per detail on A0.4

Wheelstops – Precast, steel-reinforced, air-entrained concrete, 4000 psi minimum compressive strength, 4-1/2 inches high by 9 inches wide by 72 inches long. Provide chamfered corners, transverse drainage slots on underside, and a minimum of two factory-formed or -drilled vertical holes through wheel stop for anchoring to substrate. Mounting Hardware – galvanized-steel spike or dowel, ½ inch diameter, 10 inch minimum length.

## The Star of Alabama

#### Spec Section 01 2100 - Allowances to be revised.

- 1.05 Allowances Schedule
  - A. Civil/Sitework Allowance: Include the sum of \$200,000 for payment of Civil/Sitework related to underground storm drainage and drainage structures (including trench drains), delivery of the building pad (importing fill dirt, etc) as required for a complete project.

#### **Revisions to Contractor Questions:**

Q: In review of the various foundation sections on S4.4a, the ground level pavement is noted "Exterior pavement-see Site/Civil Drawings". In the absence of any civil drawings in this bid package, we assume that the following items will be provided (furnished and installed) by others at the first level of the parking deck-underground storm drainage and structures (including trench drains), curb and gutter, base and paving, concrete paving (not associated with the parking deck ramp), sidewalks (including areas outside of the elevator and stair support pads noted on the structural drawings), ADA mats/detectable warning surfaces, pavement markings (not associated with the cast in place ramp or precast deck), wheel stops, concrete traffic islands, and the gravel on weed barrier,

#### **REVISED** Answer:

Base bid for Ground Level of deck shall include the following within the line of the parking deck structure as shown on A2.4a - All concrete sidewalks, curb, gutter, including stair, elevator/stair support pads and all other concrete sidewalk areas shown. Concrete paving - 5" concrete over 6" base per project Geotech Report for grade level extent shall be included. Concrete paving at ramp - shown on S2.4a is per the Structural drawings. Wheel stops as shown at spaces on column line 4-1 shall be included. ADA tactile warning at elevator/stair area shall be included. Pavement markings as indicated shall be included. Gravel over weed barrier at three areas shown on A2.4a should also be included.

Q: Will the building pad construction be covered with the sitework allowance?

#### **REVISED** Answer:

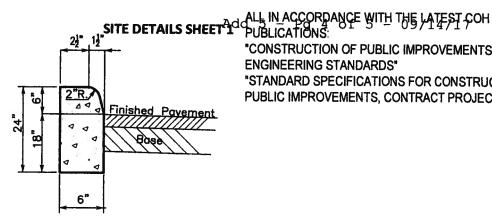
Imported fill and grading to +/-11" subgrade is included in the site allowance.

Addenda will only be emailed to those bidders who attend and have signed in at the pre-bid meeting. All addenda, as well as other project information, are available for downloading on Engineering's website at www.huntsvilleal.gov/engineeringbids. Acknowledgement of receipt/download from website of addenda is mandatory using Attachment "C" located in the Specifications and attachment must be submitted with bid package. Failure to do so shall be cause for rejection of the bid. It is the responsibility of all bidders to refer to the website for any updates. The attached pre-bid meeting minutes, all addenda and attachments for the above-referenced project will become part of the contract documents.

#### **Attachments:**

SITE DETAILS SHEET 1 – DATED 09/05/17 SITE DETAILS SHEET 2 – DATED 09/05/17

**END OF ADDENDUM #5** 



See plan for treatment behind

"CONSTRUCTION OF PUBLIC IMPROVEMENTS-

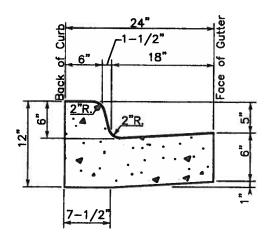
**ENGINEERING STANDARDS"** "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF

PUBLIC IMPROVEMENTS, CONTRACT PROJECTS "

back of curb (topsoil or concrete on compacted fill)

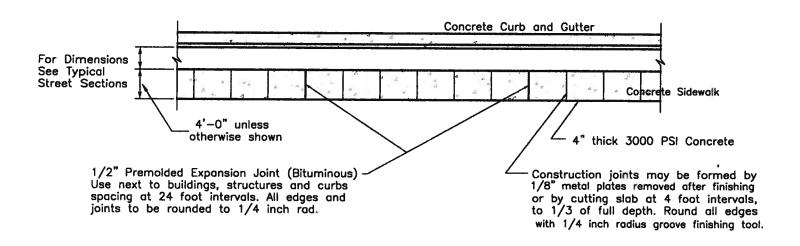
# STANDARD CURB

NOT TO SCALE

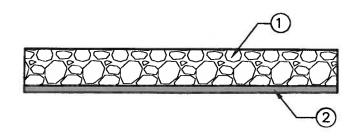


# STANDARD CURB AND GUTTER

NOT TO SCALE



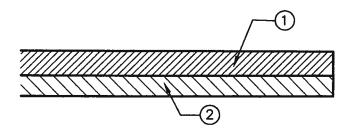
#### STANDARD CONCRETE SIDEWALK



- (1) 4"-6" CREEK STONE ROUNDS, 3-5" SETTLED LAYER
- DEWITT 5 OZ FILTER FABRIC

### GRAVEL UNDER PARKING DECK

NOT TO SCALE



- 5" PORTLAND CEMENT CONCRETE (28-DAY COMPRESSIVE STRENGTH OF 4,000 PSI)
- 6" LAYER OF DENSE GRADED AGGREGATE BASE COURSE, ALDOT REF 301 OF SPECIFICATIONS, ALL MATERIALS SHALL BE IN ACCORDANCE WITH SECTION 825 TYPE A OR B, COMPACTION OF 100% PROCTOR DENSITY.

TOP 6" OF SUBGRADE IS TO BE COMPACTED TO 100% PROCTOR DENSITY, BELOW TOP 6" IS TO BE COMPACTED TO 95% PROCTOR DENSITY AS DETERMINED BY AASHTO T-99 COMPACTION TEST. SEE COH STANDARD CONSTRUCTION SPECIFICATIONS AND GEOTECHNICAL REPORT FOR ADDITIONAL INFORMATION

# CONCRETE PAVEMENT: STANDARD SECTION (PARKING DECK)

#### CERTIFICATION OF COMPLIANCE WITH TITLE 39, CODE OF ALABAMA

In accordance with Code of Alabama (1975) §39-5-1(b), I hereby certify that the contract with Pearce Construction Company, Inc., in the amount of TWO MILLION ONE HUNDRED EIGHTY-TWO THOUSAND THREE HUNDRED SIXTY-THREE AND NO/100 DOLLARS (\$2,182,363.00) for Merchant's Square Parking Deck, Base Bid and Option #1, Option #2 and Option #3, Project No. 71-17-SP45, which is being submitted to the City Council of the City of Huntsville for approval on this the 14th day of September, 2017, has been let in accordance with Code of Alabama, Title 39 and all other applicable provisions.

Kathy Martin
Director of City Engineering
City of Huntsville

#### **E-VERIFY - NOTICE**

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as "the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

"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."

PEARCE CONSTRUCT	ION COMPANY, INC.
(Company)	
BY:	
(Authorized Representative)	