

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Oct 13, 2016

Action Requested By: Engineering

Agenda Type: Resolution

Subject Matter:

Agreement between the City of Huntsville and G-Core Contracting, Inc.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and the low bidder, G-Core Contracting, Inc., for Washington Street Park-Rebid, Base Bid and Option No. 2 and Option No. 3, Project No. 71-16-SP50

Note: If amendment, Please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

This agreement is for Construction of a public park between two (2) alleys (Public Alley and Mason Alley) from Clinton Avenue. Work consists of installation of bollards, signage, bubbling rock, landscaping and irrigation for the following amounts: Award Base Bid: \$42,700.00, Option No.2: \$27,650.00, Option No. 3: \$19,800.00 for the total contract amount of \$90,150.00. Account No. 3020-71-00000-524016-00000000

Associated Cost: \$90,150.00

Budgeted Item: _____

MAYOR RECOMMENDS OR CONCURS: _____

Department Head: Kathryn [Signature]

Date: 10/7/16

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: **Engineering**

Council Meeting Date: **10/13/2016**

Department Contact: **Lameka S. Carter**

Phone # **256-427-5316**

Contract or Agreement: **Construction Contract**

Document Name: **G-Core Contracting, Inc. - Washington Street Park - REBID , Project No. 71-16-SP50**

City Obligation Amount: **\$90,150.00**

Total Project Budget: **\$90,150.00**

Uncommitted Account Balance: **0**

Account Number: **3020-71-00000-524016-0000000**

Procurement Agreements

Title 39	Competitive
-----------------	--------------------

Grant-Funded Agreements

Not Applicable	Grant Name:
-----------------------	--------------------

Department	Signature	Date
1) Originating	<i>Katho Mats</i>	10/7/16
2) Legal	<i>Mary Cates</i>	10/7/16
3) Finance	<i>M. Dargatzis</i>	10/10/16
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 16-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into a contract between the City of Huntsville and the low bidder, G-Core Contracting, Inc., in the amount of NINETY THOUSAND ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$90,150.00), for Washington Street Park-Rebid, Base Bid and Option No. 2 and Option No. 3, Project No. 71-16-SP50, 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 G-Core Contracting, Inc. for Washington Street Park-Rebid, Base Bid and Option No. 2 and Option No. 3, Project No. 71-16-SP50" consisting of a total of one (1) page plus one hundred and forty(140) 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, October 13, 2016 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 the 13th day of October, 2016.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 13th day of October, 2016.

Mayor of the City of Huntsville,
Alabama

**CONTRACT BETWEEN CITY OF HUNTSVILLE
AND
G-CORE CONTRACTING, INC.
FOR
WASHINGTON STREET PARK-REBID, BASE BID AND OPTION NO. 2
AND OPTION NO. 3
PROJECT NO. 71-16-SP50**

~~~~~  
**STATE OF ALABAMA}**  
**MADISON COUNTY}**

THIS CONTRACT, made and entered into this 13th day of October, 2016, between the CITY OF HUNTSVILLE, ALABAMA, a Municipal Corporation, sometimes referred to herein as City, and G-CORE CONTRACTING, INC., sometimes referred to herein as Contractor.

**-WITNESSETH-**

WHEREAS, the City desires to install, construct or make certain improvements known as Washington Street Park-Rebid, Base Bid and Option No. 2 and Option No. 3 , Project No. 71-16-SP50, 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".

\_\_\_\_\_  
G-Core Contracting, Inc.

BY:

\_\_\_\_\_  
Tommy Battle, Mayor

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Kenneth Benion  
City Clerk Treasurer

\_\_\_\_\_  
Will Culver  
City Council President

DATE: October 13, 2016

**WASHINGTON STREET PARK-REBID**  
**PROJECT NUMBER 71-16-SP50**

**CITY OF HUNTSVILLE, ALABAMA**

**TABLE OF CONTENTS**

|                                             |               |
|---------------------------------------------|---------------|
| Bid Quantities                              | ATTACHMENT A1 |
| Bid Proposal                                | ATTACHMENT B  |
| Addenda Acknowledgment Form                 | ATTACHMENT C  |
| Subcontractor's Listing                     | ATTACHMENT D  |
| References of Similar Projects              | ATTACHMENT E  |
| Notice to Contractors                       | ATTACHMENT F  |
| Sample Copy of Invoice                      | ATTACHMENT G  |
| W9-Taxpayer Form                            | ATTACHMENT H  |
| City of Huntsville Report of Ownership Form | ATTACHMENT I  |
| Alabama Act 2016-312                        | ATTACHMENT J  |
| Technical Specifications                    | ATTACHMENT K  |

**SUPPLEMENT TO GENERAL REQUIREMENTS**

| SECTION                                                                                                                                                | SECTION NO. |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| General                                                                                                                                                | 1           |
| Proposal Preparation                                                                                                                                   | 2           |
| Quantities                                                                                                                                             | 3           |
| Change Orders                                                                                                                                          | 4           |
| Maintain Office                                                                                                                                        | 5           |
| Subcontractors                                                                                                                                         | 6           |
| Bid Bond                                                                                                                                               | 7           |
| N/A                                                                                                                                                    | 8           |
| Liability Insurance                                                                                                                                    | 9           |
| Licenses and Classifications                                                                                                                           | 10          |
| Permits                                                                                                                                                | 11          |
| Payment                                                                                                                                                | 12          |
| N/A                                                                                                                                                    | 13          |
| Examination of Plans, Specifications,<br>Special Provisions, and Site Work                                                                             | 14          |
| Inclusions to Contract                                                                                                                                 | 15          |
| Commencement of Work                                                                                                                                   | 16          |
| Contract Time                                                                                                                                          | 17          |
| Liquidated Damages                                                                                                                                     | 18          |
| Storage of Materials                                                                                                                                   | 19          |
| Traffic Flow                                                                                                                                           | 20          |
| Termination for Convenience                                                                                                                            | 21          |
| Termination for Cause                                                                                                                                  | 22          |
| Unbalanced Bids                                                                                                                                        | 23          |
| Additional Insurance Requirements                                                                                                                      | 24          |
| Domestic Preferences                                                                                                                                   | 25          |
| Time is of the Essence                                                                                                                                 | 26          |
| No Damages for Delays                                                                                                                                  | 27          |
| Contractor Responsible for Locating<br>Utilities Prior to Construction Initiation                                                                      | 28          |
| Correction to City of Huntsville's<br>Standard Specifications for the<br>Construction of Public Improvements,<br>Contract Projects, 1991-Recovery Time | 29          |
| Warranties                                                                                                                                             | 30          |
| Coordination with other Contractors                                                                                                                    | 31          |
| W-9 Taxpayer Form                                                                                                                                      | 32          |
| Final Payment                                                                                                                                          | 33          |
| Project Completion Date                                                                                                                                | 34          |
| Record Drawings                                                                                                                                        | 35          |

**TABLE OF CONTENTS**  
**PAGE TWO**

|                                                                                                                                |    |
|--------------------------------------------------------------------------------------------------------------------------------|----|
| Lien Waivers                                                                                                                   | 36 |
| Lowest Responsible Bidder                                                                                                      | 37 |
| Non-Resident Bidders                                                                                                           | 38 |
| Correction to Section 80.08C of The City of<br>Huntsville "Standard Specifications for<br>Construction of Public Improvements" | 39 |
| Correction to section 80 – Prosecution & Progress<br>80.01 subletting and contract. (a) limitations                            | 40 |
| Correction to Section 80 – Prosecution and<br>Progress 80.03 Progress Schedule of Oper.                                        | 41 |
| Correction to Section 80 – Prosecution and<br>Progress 80.09(b)                                                                | 42 |
| Correction to Section 105 – Excavation and<br>Embankment                                                                       | 43 |
| Correction to Section 847 – Pipe Culvert Joint<br>Sealers                                                                      | 44 |
| NPDES Construction Requirements                                                                                                | 45 |
| DELETION of Section 50.01 – Authority of<br>Engineer of Record                                                                 | 46 |
| Shop Drawings                                                                                                                  | 47 |
| E-Verify Statement                                                                                                             | 48 |
| City of Huntsville Engineering Department<br>Construction Requirements                                                         | 49 |
| Survivability of Contract Provisions                                                                                           | 50 |
| Surety Bonds                                                                                                                   | 51 |
| Governing Law                                                                                                                  | 52 |
| Alabama Immigration Act                                                                                                        | 53 |
| Successors and Assigns                                                                                                         | 54 |
| Written Notice                                                                                                                 | 55 |
| Rights and Remedies                                                                                                            | 56 |
| Entire Agreement                                                                                                               | 57 |

| ATTACHMENT "A1"                                        |                                                           |         |          |                |            | 10/3/2016 |
|--------------------------------------------------------|-----------------------------------------------------------|---------|----------|----------------|------------|-----------|
| Washington Street Park-Rebid<br>Project No. 71-16-SP50 |                                                           |         |          |                |            |           |
| UNIT BID SHEET                                         |                                                           |         |          |                |            |           |
| ITEM NO.                                               | DESCRIPTION                                               | BID QTY | BID UNIT | BID UNIT PRICE | BID AMOUNT |           |
| 1                                                      | Synlawn System (Artificial turf system including grading) | 170     | SF       | \$10.00        | \$1,700.00 |           |
| 2                                                      | Bubbling Rock (Water Feature)                             | 1       | LS       | \$4,500.00     | \$4,500.00 |           |
| 3                                                      | Seat Boulders (Approximately 2x3' natural stones)         | 5       | EA       | \$500.00       | \$2,500.00 |           |
| 4                                                      | Monument Sign (Bollard type signage)                      | 1       | EA       | \$4,000.00     | \$4,000.00 |           |
| 5                                                      | Sign A (Update name and replace existing frame)           | 1       | EA       | \$3,000.00     | \$3,000.00 |           |
| 6                                                      | Sign B (Add sign and replace frame as necessary)          | 1       | EA       | \$3,000.00     | \$3,000.00 |           |
| 7                                                      | Fence Repair (Replace missing infill)                     | 1       | LS       | \$2,500.00     | \$2,500.00 |           |
| 8                                                      | Irrigation (Watering System)                              | 1       | LS       | \$1,800.00     | \$1,800.00 |           |
| 9                                                      | Mobilization                                              | 1       | LS       | \$3,000.00     | \$3,000.00 |           |
| 10                                                     | Wattles                                                   | 6       | EA       | \$100.00       | \$600.00   |           |

| ATTACHMENT "A1"              |                                                                                                                                                           |  |   |    |            | 10/3/2016          |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|--|---|----|------------|--------------------|
| Washington Street Park-Rebid |                                                                                                                                                           |  |   |    |            |                    |
| Project No. 71-16-SP50       |                                                                                                                                                           |  |   |    |            |                    |
| UNIT BID SHEET               |                                                                                                                                                           |  |   |    |            |                    |
| 11                           | Planters                                                                                                                                                  |  | 4 | EA | \$1,100.00 | \$4,400.00         |
| 12                           | Trash Recepticles                                                                                                                                         |  | 1 | EA | \$1,200.00 | \$1,200.00         |
| 13                           | Landscape (Plants, mulch)                                                                                                                                 |  | 1 | EA | \$3,000.00 | \$3,000.00         |
| 14                           | Bollard Monument (Labeled as possible Monument on Sheet L1.4)                                                                                             |  | 1 | EA | \$4,000.00 | \$4,000.00         |
| 15                           | Wrought Iron Repair (All other wrought iron repairs not listed to include areas around the electrical transformers to the south and east of the project.) |  | 1 | LS | \$3,500.00 | \$3,500.00         |
| <b>TOTAL BASE BID</b>        |                                                                                                                                                           |  |   |    |            | <b>\$42,700.00</b> |

| ATTACHMENT "A1"                                        |                                                                                                        |    |     |            |             | 10/3/2016 |             |
|--------------------------------------------------------|--------------------------------------------------------------------------------------------------------|----|-----|------------|-------------|-----------|-------------|
| Washington Street Park-Rebid<br>Project No. 71-16-SP50 |                                                                                                        |    |     |            |             |           |             |
| UNIT BID SHEET                                         |                                                                                                        |    |     |            |             |           |             |
| OPTION 1                                               |                                                                                                        |    |     |            |             |           |             |
| 1-1                                                    | Tourensol/Siteworks Boulevard Tiles 2x2 to include jack system (manufactured decking system)           | EA | 180 | \$276.00   | \$49,680.00 |           |             |
| TOTAL Option No. 1                                     |                                                                                                        |    |     |            |             |           | \$49,680.00 |
| OPTION 2                                               |                                                                                                        |    |     |            |             |           |             |
| 2-1                                                    | Trex Decking Material or Approved Equal (Design/Build in accordance with Manufacturer recommendations) | SF | 700 | \$39.50    | \$27,650.00 |           |             |
| TOTAL Option No. 2                                     |                                                                                                        |    |     |            |             |           | \$27,650.00 |
| OPTION 3                                               |                                                                                                        |    |     |            |             |           |             |
| 3-1                                                    | Benches                                                                                                | EA | 9   | \$2,200.00 | \$19,800.00 |           |             |
| TOTAL Option No. 3                                     |                                                                                                        |    |     |            |             |           | \$19,800.00 |

|                                                                                                                                                                                                                                                          |  |  |  |                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|------------------|
| <b>ATTACHMENT "A1"</b>                                                                                                                                                                                                                                   |  |  |  | <b>10/5/2016</b> |
| Washington Street Park-Rebid<br>Project No. 71-16-SP50                                                                                                                                                                                                   |  |  |  |                  |
| UNIT BID SHEET                                                                                                                                                                                                                                           |  |  |  |                  |
| <p>ALL ITEMS SHALL BE CONSIDERED IN-PLACE.<br/>                 PRICES SHALL INCLUDE ALL LABOR,<br/>                 EQUIPMENT, MATERIALS, AND REMOVALS AS<br/>                 REQUIRED FOR CONSTRUCTION OF THE<br/>                 REQUIRED WORK.</p> |  |  |  |                  |
| <p>COMPANY <u>Go-Cope Contracting Inc</u><br/>                 SIGNATURE <u>Dwight Rowell</u><br/>                 DATE <u>10-11-2016</u></p>                                                                                                            |  |  |  |                  |

PROPOSAL

TO: THE CITY OF HUNTSVILLE

Public Services Building  
320 Fountain Circle  
Huntsville, Alabama

PROPOSAL OF G-Core Contracting, Inc  
(NAME)  
2643 N. Bethel RD Decatur, AL 35603  
(ADDRESS)

TO MAKE CERTAIN IMPROVEMENTS ENTITLED:

**WASHINGTON STREET PARK-REBID  
PROJECT #71-16-SP50**

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 addenda 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 addenda 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 website and paste 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 Dolberry.

The undersigned bidder understands that the Contract Time for completion of all work is Sixty (60) calendar days.

WASHINGTON STREET PARK-REBID  
PROJECT #71-16-SP50  
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 Huntsville. 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 \$50,000.00 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.

DATED: October 3<sup>RD</sup>, 2016

(IF AN INDIVIDUAL, PARTNERSHIP, OR NON-INCORPORATED ORGANIZATION)  
SIGNATURE OF BIDDER \_\_\_\_\_

BY \_\_\_\_\_

ADDRESS OF BIDDER \_\_\_\_\_

NAMES AND ADDRESSES OF MEMBERS OF THE FIRM:

\_\_\_\_\_  
\_\_\_\_\_

OUR CONTRACTOR'S STATE LICENSE NO. IS 44724

(IF A CORPORATION)  
SIGNATURE OF BIDDER Bryant Greenwell

BY Bryant Greenwell

BUSINESS ADDRESS 2643 N. Bethel Decatur, Al. 35603

INCORPORATED UNDER THE LAWS OF THE STATE OF Alabama

NAMES PRESIDENT Bryant Greenwell

OF SECRETARY Bryant Greenwell

OFFICERS TREASURER Bryant Greenwell

ATTACHMENT "C"

WASHINGTON STREET PARK-REBID  
PROJECT #71-16-SP50

MANDATORY ACKNOWLEDGEMENT OF ADDENDA

Acknowledgement of receipt of Addenda is Mandatory. 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.

| <u>ADDENDUM NO.</u> | <u>DATE RECEIVED/DOWNLOADED FROM WEBSITE (if applicable)</u> |
|---------------------|--------------------------------------------------------------|
| 1                   | 10-3-2016                                                    |
|                     |                                                              |
|                     |                                                              |
|                     |                                                              |
|                     |                                                              |

COMPANY G-Core Contracting, Inc  
SIGNATURE Smart Brennel  
TITLE President  
DATE 10-3-2016

ATTACHMENT "D"

WASHINGTON STREET PARK-REBID  
PROJECT #71-16-SP50

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 Dolberry via email at [mary.dolberry@huntsvilleal.gov](mailto:mary.dolberry@huntsvilleal.gov) and the Owner's project inspector of any changes to subcontractor list for the duration of the project.

| <u>TASKS TO BE PERFORMED</u>                | <u>SUBCONTRACTOR NAME</u> | <u>LICENSE NO.</u> | <u>ADDRESS</u>              | <u>ITEM #'S OF WORK TO BE PERFORMED</u> |
|---------------------------------------------|---------------------------|--------------------|-----------------------------|-----------------------------------------|
| Surveying/Layout                            |                           |                    |                             |                                         |
| Permitting                                  |                           |                    |                             |                                         |
| Clearing & Grubbing                         |                           |                    |                             |                                         |
| Erosion Control                             |                           |                    |                             |                                         |
| Traffic Control                             |                           |                    |                             |                                         |
| Excavation                                  |                           |                    |                             |                                         |
| Concrete                                    |                           |                    |                             |                                         |
| Storm Drainage                              |                           |                    |                             |                                         |
| Sanitary Sewer                              |                           |                    |                             |                                         |
| Shoring/Monitoring                          |                           |                    |                             |                                         |
| Retaining Walls                             |                           |                    |                             |                                         |
| Bridges                                     |                           |                    |                             |                                         |
| Railroads                                   |                           |                    |                             |                                         |
| Traffic (signals, loops)                    |                           |                    |                             |                                         |
| Street Lights                               |                           |                    |                             |                                         |
| Electrical                                  |                           |                    |                             |                                         |
| Water                                       |                           |                    |                             |                                         |
| Asphalt                                     |                           |                    |                             |                                         |
| Landscaping (Trees, grassing)               | Water Water Engineering   | 523259             | Decatur, AL                 | 13                                      |
| Irrigation                                  | Water Water Engineering   | 523259             | Decatur, AL                 | 8                                       |
| Striping                                    |                           |                    |                             |                                         |
| Sewer Testing                               |                           |                    |                             |                                         |
| Guardrails                                  |                           |                    |                             |                                         |
| Handrails                                   |                           |                    |                             |                                         |
| Painting                                    | O F Richter & Son         | 234736             | 308 First Street Callman AL | 5-6-7                                   |
| Special (fencing, benches, dewatering etc.) |                           |                    |                             |                                         |
| Mechanical                                  |                           |                    |                             |                                         |
| SCADA                                       |                           |                    |                             |                                         |

ATTACHMENT "E"

WASHINGTON STREET PARK-REBID  
PROJECT #71-16-SP50

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. FMI Bill TRENT 505 Production Madison  
Alabama 35758 256-783-7777  
Building and Parking Lot Expansion
  
2. CCI Group LLC.  
JD MARKS 256-755-2353  
Keystone Arsenal  
Landscape and Deck Renovation Building 4488
  
3. JEFF CLARK; Morgan County Commission  
North Build Concession STAND  
Park  
256-303-0995
  
4. Salvation Army Decatur, Alabama  
100 Austinville, RD SW, Decatur, Alabama  
Capt ~~Sam~~ David, SAM  
256-353-2822
  
5. REED Contracting Inc  
Justin Griggs  
256-980-1351  
Irrigation landscape Shoppes of Albertville

## ATTACHMENT "F"

Pre-bid meeting to be held on Tuesday, September 27, 2016 at 10:00 am, in the 1st Floor Conference Room at 320 Fountain Circle, Huntsville, AL 35801.

### NOTICE TO CONTRACTORS

**WANTED:** Sealed bids in duplicate for the construction of: Washington Street Park-REBID, more particularly known as Project No. 71-16-SP50

Description of Project: Construction will take place on two (2) alleys (Public Alley and Mason Alley) which are off of Clinton Avenue. Work consists of installation of bollards, signage, bubbling rock, landscaping and irrigation.

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 Huntsville). 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 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."

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", multiplied by the unit bid prices. In the event of a discrepancy between unit bid prices and extensions, the unit bid price 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 Huntsville reserves the right to reject any and all bids and to waive 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 4th day of October, 2016, until 10:00 a.m. 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 \$50,000.00. Quantities are known as Attachment "A". No bidder may withdraw his bid within ninety (90) days after the actual date of opening.

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
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
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: [www.huntsvilleal.gov/government/departments/engineering-department](http://www.huntsvilleal.gov/government/departments/engineering-department). Plans and proposals can be downloaded from our website at no cost: [www.huntsvilleal.gov/engineeringbids](http://www.huntsvilleal.gov/engineeringbids). Contractors will be

responsible for costs of duplicating their own plans and can choose photocopying facility of their choice. Additionally, Contractors are responsible for checking website for any revisions/updates. Contractor is required to submit pricing, provided by the COH (Attachment "A") and made available for download from the Engineering website, on either a CD-RW (preferably in a live/flash drive format) in the Excel format. The CD-RW (preferably in a live/flash drive format) 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 may 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. All bids must be SEALED before submittal at the bid opening. Any bids received that are not sealed will be immediately rejected.

**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."

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 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 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 \_\_\_\_\_ (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.

\_\_\_\_\_  
Title: \_\_\_\_\_  
(Signature of authorized individual) "

**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 C.O. # 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 EARNED AFTER RETAINAGE \$ \_\_\_\_\_ -

LIQUIDATED DAMAGES PER DAY 200

LIQUIDATED DAMAGES ASSESSED TO DATE: \_\_\_\_\_ -

TOTAL AMOUNT PREVIOUSLY APPROVED TO DATE: \$ \_\_\_\_\_ -

AMOUNT DUE THIS ESTIMATE WITHOUT LIQUIDATED DAMAGES \$ \_\_\_\_\_ -

Amount is in accordance with ALDOT and COH specifications and is based on the contract amount before change orders.

Damages, if applicable, will automatically be calculated by subtracting the contract end date from the invoice period end date and multiplying the days by the daily damages amount. Damages will automatically be deducted from amounts otherwise due.

A: % OF TIME ELAPSED:  $\frac{\text{TIME ELAPSED TO DATE}}{\text{TOTAL CONTRACT TIME (3)}} = \frac{0}{0} = \frac{\text{DAYS}}{\text{DAYS}}$

B: PROJECT COMPLETION:  $\frac{\text{TOTAL EARNED TO DATE (2)}}{\text{TOTAL CONTRACT AMOUNT}} = \frac{-}{-} = \text{\#DIV/0!}$

C: PROGRESS OF WORK: B - A: =

**CONTRACTORS CERTIFICATE**

I, \_\_\_\_\_ the duly 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, laws and ordinances applicable thereto, and do further certify that all labor, materials and equipment listed herein have been paid for in full as allowed on all prior estimates and if requested to do so, we will show evidence of payment for the same in writing before the final payment of this estimate. We further certify (if this is the final estimate) that the amount received hereunder is considered compensation and final 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 employees, agents, and representatives in accordance with said 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 final estimate (in accordance with the terms of our original contract and all amendments thereto), during which time all terms and conditions of the original contract document shall remain in full force and effect, including the insurance requirements, Hold Harmless Agreement, and Indemnifying Agreement as contained in said contract documents.

CERTIFIED FOR PAYMENT ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_

BY: \_\_\_\_\_ 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

BY: \_\_\_\_\_ KATHY MARTIN, CITY ENGINEER  
OR LYNN MAJORS, ADMINISTRATIVE OFFICER

BY: \_\_\_\_\_ PROJECT ENGINEER

IF FINAL ESTIMATE, DATE WORK WAS 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: [www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf](http://www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf)

**CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM**

**A. General Information.** Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): G-Core Contracting Inc
- City of Huntsville current taxpayer identification number (if available): \_\_\_\_\_  
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

**B. Type of Ownership.** Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

| Type of Ownership<br>(check appropriate box)                             | Entity I. D. Number<br>& Applicable State            |
|--------------------------------------------------------------------------|------------------------------------------------------|
| <input type="checkbox"/> Individual or Sole Proprietorship               | Not Applicable                                       |
| <input type="checkbox"/> General Partnership                             | Not Applicable                                       |
| <input type="checkbox"/> Limited Partnership (LP)                        | Number & State:                                      |
| <input type="checkbox"/> Limited Liability Partnership (LLP)             | Number & State:                                      |
| <input type="checkbox"/> Limited Liability Company (LLC) (Single Member) | Number & State:                                      |
| <input type="checkbox"/> LLC (Multi-Member)                              | Number & State:                                      |
| <input checked="" type="checkbox"/> Corporation<br>5-19-2008             | Number & State:<br>Alabama 257-373                   |
| <input type="checkbox"/> Other, please explain:                          | Number & State (if a filing entity under state law): |

**C. Entity I.D. Numbers.** If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: [www.sos.state.al.us/](http://www.sos.state.al.us/), under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

**D. Formation Documents.** Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, are not required unless: (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature: Bryant Greenwell Title (if applicable): President  
 Type or legibly write name: Bryant Greenwell Date: 10-3-2016



Company ID Number: 666103

## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR E-VERIFY EMPLOYER AGENTS

### ARTICLE I

#### PURPOSE AND AUTHORITY

The parties to this Agreement are the Department of Homeland Security (DHS), and **G-Core Contracting Inc.** (E-Verify Employer Agent). The purpose of this Agreement is to set forth terms by which SSA and DHS will provide information to **G-Core Contracting Inc.** (E-Verify Employer Agent) on behalf of the E-Verify Employer Agent's client (the Employer). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, SSA, the Employer, and the E-Verify Employer Agent. References to the Employer include the E-Verify Employer Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

The Employer is not a party to this MOU. The E-Verify program requires an initial agreement between DHS and the E-Verify Employer Agent as part of the enrollment process. After agreeing to the MOU as set forth herein, completing the tutorial, and obtaining access to E-Verify as a E-Verify Employer Agent, the E-Verify Employer Agent will be given an opportunity to add a client once logged into E-Verify. All parties, including the Employer, will then be required to sign and submit a new MOU. The responsibilities of the parties remain the same in each MOU.

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). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer (through the E-Verify Employer Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers



Company ID Number: 666103

provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide the Employer and E-Verify Employer Agent appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the E-Verify Employer Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. 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 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 provide 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 within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide 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 non-citizens 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 DHS**

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer (through the E-Verify Employer Agent) access to selected data from DHS's databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer and E-Verify Employer Agent appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer (through the E-Verify Employer Agent) at the E-Verify website and on the E-Verify Web browser, instructional materials 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.



Company ID Number: 666103

4. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer (through the E-Verify Employer Agent) anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
5. DHS agrees to issue the E-Verify Employer Agent a user identification number and password that will be used exclusively by the E-Verify Employer Agent, on behalf of the Employer, to verify information provided by employees with DHS's databases.
6. DHS agrees to safeguard the information provided to DHS by the Employer (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification of employees' 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 (INA) and Federal criminal laws, and to administer Federal contracting requirements.
7. DHS agrees to provide 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 workdays of the initial inquiry.
8. DHS agrees to provide 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.

### **C. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer shall display the notices supplied by DHS (through the E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
2. The Employer shall 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 shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer shall comply with current 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. §



Company ID Number: 666103

274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.

- 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 photocopy must be of sufficient quality to allow for verification of the photo and written information. The employer will use the photocopy to verify the photo and to assist DHS 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.

5. 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, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, 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 4 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 good faith 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 \$550 and \$1,100 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 an 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 based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

6. The Employer shall initiate E-Verify verification procedures (through the E-Verify Employer Agent), for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has 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 User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal contractors. 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. Employers may initiate verification, through the E-Verify Employer Agent, by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer (through the E-Verify Employer Agent) performs an E-Verify employment verification query



Company ID Number: 666103

using the employee's SSN as soon as the SSN becomes available.

7. The Employer may not use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify (through its E-Verify Employer Agent) for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

8. The Employer (through the E-Verify Employer Agent) shall follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, 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.

9. The Employer shall not take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work, or otherwise mistreating an employee) 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 or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

10. The Employer shall comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a



Company ID Number: 666103

protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer shall not engage in such illegal practices as selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer shall 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.

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

13. The information that the Employer receives through the E-Verify Employer Agent 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.

14. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

#### **D. EMPLOYERS THAT ARE FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE**

1. If the Employer is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a



Company ID Number: 666103

contract award must enroll as a Federal contractor with the FAR E-Verify clause in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the E-Verify system and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II, part D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.



Company ID Number: 666103

e. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: A Federal contractor with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with Article II.C.4, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.4, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.4, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.4, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.4, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. If the Employer is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

#### **E. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT**

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify.
2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures
3. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives



Company ID Number: 666103

will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor with the FAR E-Verify clause.

B. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of the program.

4. The E-Verify Employer Agent agrees to obtain the necessary equipment to utilize E-Verify.
5. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.4 above.
6. The E-Verify Employer Agent agrees to initiate E-Verify procedures on behalf of the Employer in accordance with the E-Verify Manual and E-Verify Web-Based Tutorial. The E-Verify Employer Agent will query the automated system using information provided by the Employer and will immediately communicate the response back to the Employer. 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 E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. In all cases, the E-Verify Employer Agent will use the SSA verification procedures first, and will use DHS verification procedures only as directed by the SSA verification response.
7. The E-Verify Employer Agent agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

### **ARTICLE III**

#### **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

##### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the 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 (through the E-Verify Employer Agent), 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.



Company ID Number: 666103

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer (through the E-Verify Employer Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer shall not 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 DHS**

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 employee 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 shall 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 shall provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) 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. The Employer agrees to check the E-Verify system regularly for case updates.

6. If an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer shall 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).



Company ID Number: 666103

7. If the Employer (through the E-Verify Employer Agent) determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer (through the E-Verify Employer Agent) must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

#### ARTICLE IV

##### SERVICE PROVISIONS

The SSA and DHS will not charge the Employer or the E-Verify Employer Agent for verification services performed under this MOU. DHS is not responsible for providing the equipment needed to make inquiries. A personal computer with Internet access is needed to access the E-Verify System.

#### ARTICLE V

##### PARTIES

A. This MOU is effective upon the signature of the 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 User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials. An E-Verify Employer Agent for an Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires the Employer's participation in E-Verify is terminated or completed. In such a circumstance, the E-Verify Employer Agent must provide written notice to DHS. If the E-Verify Employer Agent fails to provide such notice, that Employer will remain a participant in the E-Verify program on behalf of the Employer, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all the Employer's newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate access to E-Verify if it is 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 E-Verify Employer Agent or the Employer, or a failure on the part of either to comply with established procedures or legal requirements. The E-Verify Employer Agent understands that if the Employer is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any



Company ID Number: 666103

party for any reason may negatively affect the Employer's performance of its contractual responsibilities.

C. 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 necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. 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 E-Verify Employer Agent, the Employer, or their agents, officers, or employees.

E. 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 E-Verify Employer Agent or 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 E-Verify Employer Agent or the Employer.

F. 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, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the E-Verify Employer Agent.



Company ID Number: 666103

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the E-Verify Employer Agent and DHS respectively. If you have any questions, contact E-Verify at 1-888-464-4218.

**Approved by:**

|                                                                |            |
|----------------------------------------------------------------|------------|
| <b>Employer G-Core Contracting Inc.</b>                        |            |
| <b>Bryant F Greenwell</b>                                      |            |
| Name (Please Type or Print)                                    | Title      |
| <i>Electronically Signed</i>                                   | 04/25/2013 |
| Signature                                                      | Date       |
| <b>Department of Homeland Security – Verification Division</b> |            |
| <b>USCIS Verification Division</b>                             |            |
| Name (Please Type or Print)                                    | Title      |
| <i>Electronically Signed</i>                                   | 04/26/2013 |
| Signature                                                      | Date       |

| <b>Information Required for the E-Verify Program</b> |                                         |
|------------------------------------------------------|-----------------------------------------|
| <b>Information relating to your Company:</b>         |                                         |
| Company Name:                                        | G-Core Contracting Inc.                 |
| Company Facility Address:                            | 2643 N. Bethel Rd.<br>Decatur, AL 35603 |
| Company Alternate Address:                           |                                         |
|                                                      |                                         |
|                                                      |                                         |



Company ID Number: 666103

|                                                                                                                                                                                                  |           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| County or Parish:                                                                                                                                                                                | MORGAN    |
| Employer Identification Number:                                                                                                                                                                  | 262632966 |
| North American Industry Classification Systems Code:                                                                                                                                             | 236       |
| Administrator:                                                                                                                                                                                   |           |
| Number of Employees:                                                                                                                                                                             | 1 to 4    |
| Number of Sites Verified for:                                                                                                                                                                    | 1         |
| <p><b>Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:</b></p> <ul style="list-style-type: none"> <li>ALABAMA 1 site(s)</li> </ul> |           |

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

|       |                    |
|-------|--------------------|
| Name: | Bryant F Greenwell |
|-------|--------------------|



Company ID Number: 666103

|                                            |                              |
|--------------------------------------------|------------------------------|
| Telephone Number: (256) 606 - 9331         | Fax Number: (256) 353 - 4441 |
| E-mail Address: gcorecontracting@yahoo.com |                              |

ATTACHMENT "J"

"In accordance with Alabama Act 2016-312 as adopted and approved on May 5, 2016, on behalf of G-Core Contracting 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.

Bryant Greenwell

Title: Bryant Greenwell  
(Signature of authorized individual)"

**ATTACHMENT "K"**  
**TECHNICAL SPECIFICATIONS**

**TABLE OF CONTENTS**

**DIVISION 0 - FORMS AND CONTRACTS**

**DIVISION 1 - GENERAL DATA**

|       |                                          |
|-------|------------------------------------------|
| 01010 | SUMMARY OF WORK                          |
| 01011 | INCIDENTAL WORK                          |
| 01012 | GUARANTEES                               |
| 01080 | CODES AND STANDARDS                      |
| 01300 | MATERIALS AND SUBMITTALS                 |
| 01410 | QUALITY CONTROL                          |
| 01500 | TEMPORARY FACILITIES                     |
| 01580 | PROJECT IDENTIFICATION AND SIGNS         |
| 01600 | MATERIALS DELIVERY, STORAGE AND HANDLING |
| 01605 | PRODUCTS & SUBSTITUTIONS                 |
| 01700 | PROJECT CLOSEOUT                         |
| 01710 | CLEANING                                 |

**DIVISION 2 - SITEWORK**

|       |                           |
|-------|---------------------------|
| 02810 | IRRIGATION SPECIFICATIONS |
| 02900 | LANDSCAPE SPECIFICATIONS  |

**DIVISION 3 - CONCRETE**

|       |                        |
|-------|------------------------|
| 03301 | CAST-IN-PLACE CONCRETE |
|-------|------------------------|

**DIVISION 4 - MASONRY**

NOT USED

**DIVISION 5 - METALS**

|       |                    |
|-------|--------------------|
| 05500 | METAL FABRICATIONS |
|-------|--------------------|

**DIVISION 6 - WOOD AND PLASTICS**

NOT USED

**DIVISION 7 - THERMAL AND MOISTURE PROTECTION**

|       |         |
|-------|---------|
| 07760 | DECKING |
|-------|---------|

**DIVISION 8 - DOORS AND WINDOWS**

NOT USED

**DIVISION 9 - FINISHES**

|       |          |
|-------|----------|
| 09900 | PAINTING |
|-------|----------|

**DIVISION 10 - SPECIALTIES**

NOT USED

**DIVISION 11 - EQUIPMENT**

NOT USED

**DIVISION 12 - FURNISHINGS**

|       |                   |
|-------|-------------------|
| 12500 | TRASH RECEPTICLES |
| 12600 | BENCHES           |
| 12700 | PLANTERS          |

**DIVISION 13 - SPECIAL CONSTRUCTION**

NOT USED

**DIVISION 14 - CONVEYING SYSTEMS**  
NOT USED

**DIVISION 15 - MECHANICAL**  
NOT USED

**DIVISION 16 - ELECTRICAL**  
NOT USED

SECTION 01010  
**SUMMARY OF WORK**

1. PROJECT NAME: WASHINGTON PARK
  
2. PROJECT LOCATION: DOWNTOWN HUNTSVILLE
  
3. OWNER: CITY OF HUNTSVILLE  
P.O. BOX 308  
HUNTSVILLE, AL 35801
  
4. DESCRIPTION OF WORK:  
In general, work of this Contract includes:  
Cleaning and repair of existing ornamental ironwork and installation of signage; Installation of bollards at alleys; installation of bubbling rock, landscaping, and irrigation; Installation of landscape furniture; installation of raised staging; Painting of public alley surface.
  
5. SCOPE OF WORK:
  - A. Except for work noted "BY OWNER" or "N.I.C." (not in contract) or specifically excluded by the Contract Documents, the work under this contract includes the work indicated on the Drawings and described in the Project Manual.
  - B. All work shall be provided in compliance with the "Contract Documents" for this project.
  
6. DRAWINGS AND SPECIFICATIONS:  
Specifications governing this work shall contain the Divisions and Sections listed in the "TABLE OF CONTENTS" in this Project Manual.

END OF SECTION

SECTION 01011  
**INCIDENTAL WORK**

1. SCOPE:  
This Section covers incidental construction work and services which relate to the entire project rather than to any certain trade or part thereof.
  
2. SUPERINTENDENT:
  - A. The Contractor shall employ a competent Superintendent and necessary assistants who shall be in attendance at the project site during the progress of the work. The Superintendent shall represent the Contractor and all communications given to the Superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.
  
  - B. SUPERINTENDENT'S QUALIFICATIONS:  
The Contractor's project Superintendent shall be highly skilled at directing, coordinating and supervising all trades, not just those forces of the General Contractor. He shall have the experience of having been superintendent on at least three projects (all under the observation of an Architect) similar in scope to this project. He shall keep informed of all transactions relative to the work such as correspondence, shop drawings, etc. He shall thoroughly acquaint himself with all divisions of the Project Manual and shall have a thorough understanding of the requirements, and the ability to see that the requirements are fulfilled. He shall be expected to exhibit an aggressive attitude of leadership. The Architect shall have the right to reject any Superintendent who does not, in his opinion, fulfill these requirements.  
  
The Project Superintendent shall be a full-time employee of the Contractor whose sole function is to supervise, check and coordinate all phases of the construction and he shall be present at site while any and all construction activities are in process.
  
3. PROGRESS SCHEDULE:
  - A. The Contractor, within 10 (ten) days of being awarded the Contract, shall submit for the Owner's and Architect's information an estimated progress schedule for the work. The progress schedule shall be related to the entire project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the work.
  
  - B. Progress Schedule shall be of the CPM (Critical Path Method) Bar chart, or similar approved system for scheduling and control of work. Contractor shall update original schedule monthly, reflecting any change to original schedule. This updated schedule shall accompany Contractor's monthly request for payment, and the first application will not be approved until the progress schedule is received and approved by the Architect. Contractor's failure to substantially adhere to progress schedule shall be sufficient cause to withhold payment.
  
4. COORDINATION:
  - A. The General Contractor shall coordinate all construction activities between trades as necessary for proper and timely execution and completion of the entire project.
  
5. ARCHITECT NOTIFICATION:  
Contractor shall present to the Architect, in writing, written notification of the following events at least three working days before their occurrence:
  - A. Pouring of footings - The time frame for inspection is immediately after the installation of the

reinforcing steel and prior to pouring.

- B. Structural erection - The time frame for inspection is immediately after all structural members are in place and before they are concealed by supplemental framing or finish materials.
  - C. Discretionary events - Any significant event which would reasonably require inspection by the Architect.
6. TOLERANCE COMPLIANCE:  
Contractor shall inspect all completed work for compliance with specified tolerances.
7. RECORD DRAWINGS:
- A. Contractor shall maintain one (1) complete set of drawings, one (1) project manual at the site for marking all changes, modifications, and/or deviations made in the actual construction.
  - B. This complete set of construction documents, as well as a digital copy, shall be submitted to Architect with closeout documents
8. INSTALLATION OF OWNER'S FURNISHED EQUIPMENT:
- A. Contractor shall install all items and equipment noted on drawings "FURNISHED BY OWNER - INSTALLED BY CONTRACTOR". These items shall be installed in strict accord with manufacturer's instructions.
  - B. Contractor shall permit Owner, or persons other than the Contractor, to place or install items and equipment not covered by Paragraph A above, during progress of work, if necessary.
  - C. Contractor agrees to cooperate with the Owner in coordinating proper and timely installation of Owner's items and equipment.
  - D. Contractor agrees that such placing and installation shall not in any way affect the completion of any work of this contract.
10. PROTECTION:  
Contractor shall provide temporary barriers, guards, coverings, closures and other items and materials necessary to protect existing work to remain and completed work from damage and to protect workers and other people on the site from injury.
11. TEMPORARY FENCES:  
Temporary fences are not required. Should Contractor choose to provide temporary fences for protection of his equipment and materials, the locations shall be approved by Architect.

END OF SECTION

SECTION 01012  
**GUARANTEES**

1. The Contractor warrants to the Owner and the Architect that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective, if required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Paragraph 12.2 of General Conditions.
2. It is the intention of the documents that the Contractor guarantee the satisfactory performance, as determined by the Architect, of all components of work included under this contract for a period of one (1) year.
3. The Contractor shall provide, on a form prescribed by Architect, a written guarantee, properly executed by appropriate Subcontractor or material supplier, or both, countersigned and guaranteed by Contractor, that their work will be free from defects of materials and workmanship, and shall remain in proper operating condition for a period of one (1) year.
4. This guarantee shall state and agree that Contractor, Subcontractor, and material supplier, if applicable, shall be responsible for repair or replacement of defective materials or work, including work or materials damaged thereby, at their own expense, with no additional cost to the Architect or Owner, for a period of one (1) year.
5. Date of Commencement of all guarantees shall be date of the "Certificate of Substantial Completion". Should a "Certificate of Substantial Completion" not be issued, the date of commencement of all guarantees shall be the date the Architect certifies the final "Pay Request."
6. Some guarantees extend beyond one (1) year, as specified in individual sections.
7. Work performed under this Guarantee and Article 12, item 12.2, shall be guaranteed for a period of one (1) year from date such work is completed.

END OF SECTION

SECTION 01080  
**CODES AND STANDARDS**

1. Wherever reference is made in the technical sections to standard specifications of nationally known organizations, the latest edition in effect on date of this Specification shall govern unless otherwise stated herein. Where specific articles, sections, divisions or headings are not given, such specifications shall apply in full. Standard specifications when included herein, by abbreviations, or otherwise, shall form a part of this specification the same as if quoted in full. These organizations and their abbreviations include, but are not limited to, the following:

|        |                                                                                                                                                      |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| AAMA   | Architectural Aluminum Manufacturers Association                                                                                                     |
| AASHO  | American Association of State Highway Officials                                                                                                      |
| ACI    | American Concrete Institute                                                                                                                          |
| ADT    | Alabama Department of Transportation Standard Specifications for Highway Construction                                                                |
| AIA    | American Institute of Architects                                                                                                                     |
| AIEE   | American Institute of Electrical Engineers                                                                                                           |
| AISC   | American Institute of Steel Construction                                                                                                             |
| AISI   | American Iron and Steel Institute                                                                                                                    |
| APA    | American Plywood Association                                                                                                                         |
| ASHRAE | American Society of Heating, Refrigeration, and Air Conditioning Engineers                                                                           |
| ASME   | American Society of Mechanical Engineers                                                                                                             |
| ASTM   | American Society for Testing Materials                                                                                                               |
| AWI    | American Woodwork Institute                                                                                                                          |
| AWPI   | American Wood Preservers Institute                                                                                                                   |
| AWS    | American Welding Society                                                                                                                             |
| CS     | Commercial Standard, U.S. Department of Commerce                                                                                                     |
| DFPA   | Douglas Fir Plywood Association                                                                                                                      |
| FIA    | Factory Insurance Association                                                                                                                        |
| FS     | Federal Specification (of the U.S. Government)                                                                                                       |
| IBC    | International Building Code                                                                                                                          |
| IFC    | International Fire Code                                                                                                                              |
| IPC    | International Plumbing Code                                                                                                                          |
| IEEE   | Institute of Electrical and Electronic Engineers                                                                                                     |
| IES    | Illuminating Engineering Society                                                                                                                     |
| NBS    | National Bureau of Standards (of the Department of Commerce of the U.S. Government) for Commercial Standards and Simplified Practice Recommendations |
| NEC    | National Electric Code of NBFU (National Bureau of Fire Underwriters)                                                                                |
| NEMA   | National Electric Manufacturing Association                                                                                                          |
| NFPA   | National Fire Protection Association                                                                                                                 |
| PCA    | Portland Cement Association                                                                                                                          |
| SDI    | Steel Deck Institute                                                                                                                                 |
| SJI    | Steel Joist Institute                                                                                                                                |
| SPIB   | Southern Pine Inspection Bureau                                                                                                                      |
| USASI  | United States of America Standards Institute                                                                                                         |
| UL     | Underwriter's Laboratories                                                                                                                           |

2. Furnish, if requested, certificates from manufacturers to the effect that products or materials provided for use in this work comply with requirements for materials or products specified.

END OF SECTION

SECTION 01300  
**MATERIALS AND SUBMITTALS**

1. GENERAL:

Unless required otherwise in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools construction equipment and machinery, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

2. MATERIALS:

- A. All materials, equipment, systems, and/or products furnished under this contract shall be new, unless required otherwise by the Contract Documents.
- B. Whenever any material, equipment system or product is specified to be provided in accord with a Federal Specification an ASTM Standard, United States Standard Specification, or other association standard, Contractor shall present an affidavit from manufacturer certifying that product complies with particular standard specification. Where necessary and requested or specified, support test data shall be submitted to substantiate compliance.

3. DEFINITIONS:

- A. Submittals are Shop Drawings, Product Data, Samples and/or other descriptive literature prepared by the Contractor to demonstrate to the Architect that he (the Contractor) understands the design intent and the requirements of the Contract Documents by indicating the exact materials, equipment, systems and/or items he (the Contractor) intends to furnish and install including fabrication and installation methods.
- B. Shop Drawings are drawings, diagrams, schedules, and other data especially prepared for the Work by the Contractor or any Subcontractor, Manufacturer, Supplier, or Distributor to illustrate some portion of the Work.
- C. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product or system for some portion of the Work.
- D. Samples are physical examples which illustrate materials, equipment, or workmanship and establish standards by which the Work will be judged.
- E. Where the word "PRODUCT" appears herein, it shall mean materials, assembly, equipment, manufacturer's brands, trade name, items or similar description as applicable.

4. SUBMITTALS:

- A. Unless specified otherwise in other sections of this Project Manual, Contractor shall submit six (6) copies of Shop Drawings and any other information submitted for approval.
- B. Contractor shall legibly mark or stamp the Work "APPROVED", his name, and the date of each submittal indicating his approval of the submission and compliance with requirements of Contract Documents. Use of the word "CHECKED" or "REVIEWED" in lieu of "APPROVED", will not be accepted. Shop Drawings will not be accepted directly from Subcontractors or Suppliers.

- C. The Contractor shall review, approve, and submit, with reasonable promptness and such sequence as to cause no delay in the Work or in the Work of the Owner or any separate Contractor, all Shop Drawings, Product Data and Samples required by the Contract Documents.
  - D. By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
  - E. The Contractor will not be relieved of responsibility for any deviation from the requirement of the Contract Documents by the Architect's approval of Shop Drawings, Product Data or samples under subparagraph 4.2.7 of the General Conditions", unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submission and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Architect's approval thereof.
  - F. The Contractor shall direct specific attention, in writing, with, or on, submitted, Shop Drawings, Product Data or Samples, to revisions other than those requested by the Architect.
  - G. No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Architect as provided in Subparagraph 4.2.7, of the "General Conditions". All such portions of the Work shall be in accordance with approved submittals.
  - H. No note or comment, by Architect, on a Shop Drawing, shall be considered as authorization for an increase in Contract Amount. Should the Supplier or Contractor consider an increase warranted, he shall notify Architect and clarify the matter before proceeding with fabrication or delivery.
  - I. For submission of items, such as catalogs, Contractor shall delete or strike out information not pertinent to Work so that there is no possible area of confusion.
  - J. Contractor shall be responsible for delivery of Shop Drawings and Samples to the office of Architect with handling charges prepaid or assumed by him.
  - K. Architect reserves the right to review and approve Shop Drawings and Samples in a proper sequence, reflecting logical sequence or erection, installation, and assembly of various parts of Work.
5. Samples:
- A. Shall be submitted in triplicate, except where other provisions are specified. Should Contractor desire more than one (1) Sample returned, he shall submit a fourth Sample in each instance, unless Architect has indicated he will keep only one (1) Sample of the item submitted.
  - B. Contractor shall assemble and deliver to Architect within one month of the signing of the Contract, a single package containing manufacturer's actual Samples, new and current, of materials requiring color, pattern, or texture approval. These Samples shall include, but are not limited to, the following:

1. Paint manufacturer's Samples of custom colors, including color deck, and removable color chips.
6. INTERFERENCE DRAWINGS:
- A. In instances where Shop Drawings affect Work of more than one trade, and when directed by Architect, Contractor shall prepare and submit "INTERFERENCE DRAWINGS", which indicate and define Work under affected trades, and obtain approval of Architect. Upon receipt, Contractor shall distribute print copies of approved drawings to affected trades. Affected trades shall cooperate in preparation of "INTERFERENCE DRAWINGS" to assure proper coordination.
  - B. Layout of equipment, accessories, and piping system are diagrammatic except as specifically dimensioned. Coordinate Work to achieve proper room, clear access to pipes and ducts and maximum usable area. At mechanical equipment rooms and like spaces, equipment, pipes, conduit, and ducts shall be carefully fitted into space provided in orderly, neat, and accessible manner and position.
7. SUBSTITUTIONS:
- A. The intent of this paragraph is to encourage and permit competition on qualified products by reputable and qualified Contractors, Suppliers, and Manufacturers, whose products, reputations, and performances warrant approval for conditions, intent of design, and performance consideration.
  - B. Whenever any product is specified or indicated by describing proprietary items, model numbers, catalog number, manufacturer, trade names, or similar reference, Bidder obligates himself to submit proposals and accept awards of contracts based upon use of such products. Use of such reference is intended to establish measure of quality which Architect has determined as requisite and necessary for project. Where two or more products are shown or specified, Bidder has his option of which to use, provided product used meets requirements of specifications and design criteria. The right is reserved to approve or disapprove proposed deviations in design, function, construction, or similar differences that affect the design intent.
  - C. APPROVAL OF SUBSTITUTIONS PRIOR TO EXECUTION OF OWNER/CONTRACTOR AGREEMENT:
    1. For acceptance of substitutions prior to bid opening, Bidders shall submit a request in writing at least seven (7) days prior to bid date and hour. Requests received after this time will not be reviewed or considered regardless of cause until after opening of bids and only through the successful Bidder.
    2. Requests shall clearly define and describe products for which approval is requested.
    3. Requests shall be accompanied by Manufacturer's literature, specifications, drawings, cuts, performance data, list of references, or other information necessary to completely describe the substitute.
    4. Acceptance by Architect will be in the form of an Addendum to drawings and specifications issued to prospective prime contract Bidders on record. The Addendum will indicate additional products which are approved for this project.
  - D. APPROVAL OF SUBSTITUTIONS AFTER EXECUTION OF OWNER/CONTRACTOR AGREEMENT WILL BE CONSIDERED ONLY UNDER THE FOLLOWING CONDITIONS:

1. Contractor shall place order for specified materials and equipment promptly upon award of contract. No substitutions will be considered for materials and equipment due to unavailability unless proof is submitted that firm orders were placed 10 days after approval by Architect of the item listed in specifications.
2. The reason for the unavailability is beyond the control of the Contractor. Unavailability will be construed as being due to strikes, bankruptcy, discontinuance by Manufacturer of a product, or Acts of God.
3. Requests for such substitutions shall be made in writing to Architect after award of Contract and within 10 days of the date on which Contractor ascertains that he cannot obtain materials or equipment specified, or approved equals.
4. Requests shall be accompanied by a complete description of materials or equipment which Contractor wishes to use as a substitute.

END OF SECTION

SECTION 01410  
**QUALITY CONTROL**

PART I - GENERAL

1.01 TESTING:

Contractor shall contract and pay for the services of an independent testing laboratory to perform inspection and tests of materials and construction as defined in the General Conditions. In the event of a test failure, the Contractor shall pay for retesting.

1.02 COOPERATION OF CONTRACTOR:

The Contractor shall cooperate with the laboratory and:

- A. Make available, without cost, samples of all materials to be tested in accordance with applicable standard specifications.
- B. Furnish such nominal labor and sheltered working space as is necessary to obtain samples at the project.
- C. Advise the laboratory of the identity of material's sources and instruct the suppliers to allow test or inspections by the laboratory.
- D. Notify the laboratory sufficiently in advance of operations to allow for completion of initial tests and assignment of inspection personnel.
- E. Notify the laboratory sufficiently in advance of cancellation of required testing operations. The Contractor shall be responsible to the laboratory for charges due to failure to notify if requirements for testing are canceled.

1.03 TEST METHODS:

Tests and inspections shall be conducted in accordance with the latest standards of ASTM or other recognized authorities.

1.04 TEST REPORTS:

The laboratory shall promptly submit written reports of each test and inspection made to the Owner, Architect, Engineer, Contractor and to such other parties the Owner may specify.

END OF SECTION

SECTION 01500  
**TEMPORARY FACILITIES**

1. GENERAL:  
The term "Contractor" as used throughout this Section is the person or entity identified as such in the Owner-Contractor Agreement unless otherwise noted. Contractor shall pay costs for all temporary facilities, until such time as provided for in General Conditions, Article 9.8.1.
2. SIGNS:  
Owner reserves the right to erect such signs of kind or character deemed appropriate on or about premises in connection with project. Contractor shall in no instance display or permit to be displayed on or about premises a sign, trademark, poster, or other advertising device, except as may be approved by Architect.
3. STORAGE FACILITIES:  
Contractor shall provide and maintain on the site watertight storage sheds for storage of materials which might be damaged by weather.
4. TOILET FACILITIES:  
Contractor shall provide sanitary temporary toilet facilities and shall maintain toilet facilities in sanitary conditions at all times. Toilet shall comply with local sanitary requirements and be approved by Local Department of Health. Remove temporary toilet from site when project is complete.
5. TEMPORARY LIGHT AND POWER:
  - A. Contractor shall make arrangements with Electric Utility Company to provide temporary electric service of size and type necessary for execution of Work.
  - B. Contractor shall provide, install, and maintain temporary lighting and power systems from point of service to any on-site location and requiring lighting and/or power.
  - C. Light sources shall consist of 100 watt lamps, and equipped with lamp guards. Provide wiring, service control switches, and fuse protection to comply with local, state and underwriter's codes, rules and regulations.
  - D. Trailers for use in convenience outlets shall be provided by trades using or requiring same.
  - E. Permanent installation may be used for temporary Work.
  - F. Cost of temporary power including current shall be paid for by the Contractor.
  - G. Power tools not exceeding one (1) h.p. each may be operated from temporary electric system. Subcontractor shall, at his own expense, furnish, install, and maintain, power wiring and equipment necessary to supply power for tools exceeding one (1) h.p. each for his work, and, upon completion of his work, shall remove any temporary power lines installed by him.
8. TEMPORARY WATER:  
Contractor shall provide and maintain, or arrange to have provided and maintained, a temporary water service. He shall extend, from point of service, a water supply adequate for construction purposes. He shall pay for water used, protect lines against freezing, and be fully responsible for temporary installation in every way. He shall provide any and all hoses needed.
9. JOB TELEPHONE AND FACSIMILE MACHINE:  
Contractor shall provide and maintain a telephone at the site for the duration of the project. The telephone shall be located in field office and shall be provided with bell facility to be heard about project when field office is unoccupied. Alternately, the Superintendent may carry a cellular phone

on his person at all times. A facsimile machine shall be provided in the field office. Contractor shall pay all costs of telephone and facsimile installation, service and removal.

10. PROTECTIVE COVERING:

- A. Finished surfaces, including factory-finished and job-finished items, shall be clean and not marred upon delivery of to Owner. Contractor shall, without extra compensation, refinish such spaces where such surfaces have been inadequately protected and are damaged.
- B. In performing processes requiring use of water or in cleaning operations, Contractor shall insure that no leakage of water to other portions of structure occurs. Contractor shall contain flow of moisture to the extent that no damage occurs to work in place.

11. CONSTRUCTION LOADS ON STRUCTURES:

- A. Structures are designed to support loads of completed work. No provision has been included for unusual stresses or loads imposed by construction operations or equipment.
- B. Should Contractor desire to place loads in excess of design loads of part of structure, he shall prepare and submit for Architect's approval, drawings, and stress calculations prepared by a registered professional structural engineer of new work indicated and substantiating the proposed method for supporting materials, scaffolding, machines, and similar heavy or vibrating pieces.
- C. Cost of engineering checking and additional inspection, if required of Architect or his Consultants, and additional labor and materials, required to support loads other than those encompassed in the original design, shall be included in the Proposal for entire work.
- D. Do not load structures in excess of design loads prior to submission and approval of necessary drawings and calculations.

12. TEMPORARY FENCE:

Shall be installed as indicated on the drawings. Fence shall be a manufactured fence suitable for its purpose, with location and type approved by Architect before installation and shall be kept in good repair throughout the course of the project.

13. JOB SIGN:

If required, see specification section, PROJECT IDENTIFICATION AND SIGNS.

END OF SECTION

SECTION 01580  
**PROJECT SIGNAGE**

PART I - GENERAL

1.01 DESCRIPTION OF WORK

- A. PROJECT IDENTIFICATION SIGN
- B. MAINTENANCE
- C. APPROVAL

1.02 RELATED REQUIREMENTS

- A. SUMMARY OF WORK
- B. TEMPORARY FACILITIES

PART II - PRODUCTS

2.01 PRODUCTS:

- A. STRUCTURE AND FRAMING:  
Existing ornamental iron framing.
- B. SIGN SURFACE:  
High density polyethylene; 1/2" minimum thickness. Install prefabricated vinyl sign face material to both sides

PART III - EXECUTION

3.01 INSTALLATION

- A. Erect supports and framing secure, rigidly braced and framed to resist wind loadings.
- B. Install sign surface plumb and level, anchor securely.
- C. Paint sight-exposed surfaces on sign, supports and framing.

3.02 PROJECT SIGN:

- A. CONTENT:  
As shown on Drawings attached herein.
- B. GRAPHIC DESIGN COLORS, STYLE OF LETTERING:  
As shown and called for on Drawings attached herein and as designated by Owner.

END OF SECTION

SECTION 01600  
**MATERIALS DELIVERY, STORAGE, AND HANDLING**

1. Secure supplier's specific recommended storage requirements for products and materials to be stored.
2. The following storage requirements are in addition to suppliers recommended storage requirements:
  - A. DELIVERY:
    1. Deliver materials in manufacturer's original unopened packaging with identification labels intact and legible.
    2. Replace damaged or contaminated containers and materials.
  - B. STORAGE:
    1. Store materials off of ground and concrete floors.
    2. Cover and protect materials from damage due to weather and construction operations.
    3. Maintain stored materials clean and free of dirt, grease, foreign matter and construction debris.
    4. Store sheet materials stacked flat.
    5. Store roll materials on end.
    6. Store emulsion and liquid type products in temperatures above 40 degrees F.
  - C. HANDLING:
    1. Handle sheet material, such as drywall, to avoid undue sagging.
    2. Handle rolled goods so as to prevent damage to edges and ends.
  - D. PROTECTION:
    1. Protect steel materials from corrosion.
    2. Protect finished surfaces from damage.
    3. Protect insulation from direct sunlight and moisture.
    4. Protect edges of sheet material from damage.
3. Contractor shall be responsible for compliance with storage requirements.
4. Materials damaged due to improper storage shall be replaced by the Contractor at no cost to the Owner.
5. OWNER-FURNISHED ITEMS AND EQUIPMENT:  
Store and handle Owner furnished items and equipment per the requirements of this Section.

END OF SECTION

SECTION 01605  
**PRODUCTS AND SUBSTITUTIONS**

PART I - GENERAL

1.01 RELATED DOCUMENTS:

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

1.02 DESCRIPTION OF REQUIREMENTS:

A. DEFINITIONS:

"Products" is defined to include purchased items for incorporation into the work, regardless of whether specifically purchased for project or taken from Contractor's stock of previously purchased products. "Materials", is defined as products which must be substantially cut, shaped, worked, mixed, finished, refined, or otherwise fabricated, processed, installed or applied to form units of work. "Equipment" is defined as products with operational parts, regardless of whether motorized or manually operated, and particularly including products with service connections (wiring, piping, etc.). Definitions in this paragraph are not intended to negate the meaning of other terms used in contract documents, including "specialties", "systems", "structure", "finishes", "accessories", "furnishings", "special construction", and similar terms, which are self-explanatory and have recognized meanings in the construction industry.

B. SUBSTITUTIONS:

The requirements for substitutions do not apply to specified Contractor options on products and construction methods. Revisions to contract documents, where requested by Owner, Architect or Engineer, are "changes" not "substitutions." Requested substitutions during bidding period, which have been accepted prior to Contract Date, are included in contract documents and are not subject to requirements for substitutions as specified herein. Contractor's determination of and compliance with governing regulations and orders issued by governing authorities do not constitute "substitutions" and do not constitute a basis for change orders, except as provided for in contract documents. Otherwise, Contractor's requests for changes in products, materials and methods of construction required by contract documents are considered requests for "substitutions", and are subject to requirements hereof.

C. STANDARDS:

Refer to Division 1 section "Definitions and Standards" for applicability of industry standards to products of project, and for acronyms used in text of specification sections.

1.03 QUALITY ASSURANCE:

A. SOURCE LIMITATIONS:

To the greatest extent possible of each unit of work, provide products, materials or equipment of a singular generic kind and from a single source.

B. COMPATIBILITY OF OPTIONS:

Where more than one choice is available as options for Contractor's selection of a product or material, select an option which is compatible with other products and materials already selected (which may have been from among options for those other products and materials). Total compatibility among options is not assured by limitations within contract documents, but must be provided by Contractor. Compatibility is a basic general requirement of product/material selections.

1.04 SUBMITTALS:

A. REQUESTS FOR SUBSTITUTIONS:

Submit three (3) copies, fully identified for product or method being replaced by substitution, including related specification section and drawing number(s), and fully documented to show compliance with requirements for substitutions. Include product data/drawings, description of methods, samples where applicable, Contractor's detailed comparison of significant quantities between specified item and proposed substitution, statement of effect on construction time and coordination with other's affected work, cost information or proposal, and Contractor's statement to the effect that proposed substitution will result in overall work equal-to-or-better-than work originally indicated.

1.05 PRODUCT DELIVERY, STORAGE & HANDLING:

A. GENERAL:

Deliver, handle and store products in accordance with manufacturer's recommendations and by methods and means which will prevent damage, deterioration, and loss including theft. Control delivery schedules to minimize long-term storage of products at site and overcrowding of construction spaces. In particular, provide delivery/installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other sources of loss.

1.06 WARRANTIES (GUARANTEES):

A. CATEGORIES OF SPECIFIC WARRANTIES:

Warranties on the work are in several categories, including those of General Conditions, and including (but not necessarily limited to) the following specific categories related to individual units of work specified in sections of Divisions 2 through 16 of these specifications.

1. SPECIAL PROJECT WARRANTY (GUARANTEE):

A warranty specifically written and signed by Contractor for a defined portion of the work; and, where required, countersigned by subcontractor, installer, manufacturer or other entity engaged by Contractor.

2. SPECIFIED PRODUCT WARRANTY:

A warranty which is required by contract documents, to be provided for a manufactured product incorporated into the work; regardless of whether manufacturer has published a similar warranty without regard for specific incorporation of product into the work, or has written and executed a special project warranty as a direct result of contract document requirements.

3. COINCIDENTAL PRODUCT WARRANTY:

A warranty which is not specifically required by contract documents (other than as specified in this section); but which is available on a product incorporated into the work, by virtue of the fact that manufacturer of product has published warranty in connection with purchases and uses of product without regard for specific applications except as otherwise limited by terms of warranty.

B. REFER TO INDIVIDUAL SECTIONS:

Refer to individual sections of Divisions 2 through 16 for the determination of units of work which are required to be specifically or individually warranted, and for the specific requirements and terms of those warranties (or guarantees).

- C. GENERAL LIMITATIONS:  
It is recognized that specific warranties are intended primarily to protect Owner against failure of the work to perform as required, and against deficient, defective and faulty materials and workmanship, regardless of sources. Except as otherwise indicated, specific warranties do not cover failures in the work which result from: 1) Unusual and abnormal phenomena of the elements, 2) The Owner's misuse, maltreatment or improper maintenance of the work, 3) Vandalism after time of Substantial Completion, or 4) Insurrection or acts of aggression including war.
- D. RELATED DAMAGES AND LOSSES:  
In connection with Contractor's correction of warranted work which has failed, remove and replace other work of project which has been damaged as a result of such failure, or must be removed and replaced to provide access for correction of warranted work.
1. CONSEQUENTIAL DAMAGES:  
Except as otherwise indicated or required by governing regulations, special project warranties and product warranties are not extended to cover damage to building contents (other than work of Contract) which occurs as a result of failure of warranted work.
- E. REINSTATEMENT OF WARRANTY PERIOD:  
Except as otherwise indicated, when work covered by a special project warranty or product warranty has failed and has been corrected by replacement or restoration, reinstate warranty by written endorsement for the following time period, starting on date of acceptance of replaced or restored work.
- A period of time ending upon date original warranty would have expired if there had been no failure.
- F. REPLACEMENT COST, OBLIGATIONS:  
Except as otherwise indicated, costs of replacing or restoring failing warranted units or products is Contractor's obligation, without regard for whether Owner has already benefitted from use through a portion of anticipated useful service lives.
- G. REJECTION OF WARRANTIES:  
Owner reserves the right, at time of Substantial Completion or thereafter, to reject coincidental product warranties submitted by Contractor, which in opinion of Owner tend to detract from or confuse interpretation of requirements of contract documents.
- H. CONTRACTOR'S PROCUREMENT OBLIGATIONS:  
Do not purchase, subcontract for, or allow others to purchase or sub-subcontract for materials or units of work for project where a special project warranty, specified product warranty, certification or similar commitment is required, until it has been determined that entities required to countersign such commitments are willing to do so.
- I. SPECIFIC WARRANTY FORMS:  
Where a special project warranty (guarantee) or specified product warranty is required, prepare a written document to contain terms and appropriate identification, ready for execution by required parties. Submit draft to Owner (through Architect/Engineer) for approval prior to final executions.

## PART II - PRODUCTS

### 2.01 GENERAL PRODUCT COMPLIANCES:

#### A. GENERAL:

The compliance requirements, for individual products as indicated in contract documents, are multiple in nature and may include generic, descriptive, proprietary, performance, prescriptive, compliance with standards, compliance with codes, conformance with graphic details and other similar forms and methods of indicating requirements, all of which must be complied with. Also "allowances" and similar provisions of contract documents will have a bearing on selection process.

#### B. PROCEDURES FOR SELECTING PRODUCTS:

Contractor's options for selecting products are limited by contract document requirements, and governing regulations, and are not controlled by industry traditions or procedures experienced by Contractor on previous construction projects. Required procedures include, but are not necessarily limited to, the following for various indicated methods of specifying:

##### 1. SINGLE PRODUCT/MANUFACTURER NAME:

Provide product indicated, except advise Architect/Engineer before proceeding, where known that named product is not a feasible or acceptable selection.

##### 2. TWO OR MORE PRODUCT/MANUFACTURER NAMES:

Provide one of the named products, at Contractor's option; but excluding products which do not comply with requirements. Do not provide or offer to provide an unnamed product, except where none of named products comply with requirements or are a feasible selection; advise Architect/Engineer before proceeding.

##### 3. "OR EQUAL":

Where named products in specifications text are accompanied by the term "or equal", or other language of similar effect, comply with those contract document provisions concerning "substitutions" for obtaining Architect's/Engineer's approval (by change order) to provide an unnamed product.

##### 4. "NAMED"

Except as otherwise indicated, is defined to mean manufacturer's name for product, as recorded in published product literature, of latest issue as of date of contract documents. Refer requests to use products of a later (or earlier) model to Architect/Engineer for the acceptance before proceeding.

##### 5. STANDARDS, CODES AND REGULATIONS:

Where only compliance with an imposed standard, code or regulation is required, selection from among products which comply with requirements including those standards, codes and regulations, is Contractor's option.

##### 6. PERFORMANCE REQUIREMENTS:

Provide products which comply with specific performances indicated, and which are recommended by manufacturer (in published product literature or by individual certification) for application indicated. Overall performance of a product is implied where product is specified with only certain specific performance requirements.

7. PRESCRIPTIVE REQUIREMENTS:  
Provide products which have been produced in accordance with prescriptive requirements, using specified ingredients and components, and complying with specified requirements for mixing, fabricating, curing, finishing, testing and similar operations in manufacturing process.
8. VISUAL MATCHING:  
Where matching with an established sample is required, final judgment of whether a product proposed by Contractor matches sample satisfactorily is Architect's judgment. Where no product within specified cost category is available, which matches sample satisfactorily and complies with requirements, comply with contract document provisions concerning, "substitutions" and "change orders" for selection of a matching product outside established cost category or, of a product not complying with requirements.
9. VISUAL SELECTION:  
Except as otherwise indicated, where specified product requirements include "...as selected from manufacturer's standard colors, patterns, textures...", or words of similar effect, the selection of manufacturer and basic product (complying with requirements) is Contractor's option, and subsequent selection of color, pattern and texture is Architect's selection. Where specified product requirements include "...as selected from standard colors, patterns, textures available within the industry...", or words to that effect, selection of product (complying with requirements, and within established cost category) is Architect's selection, including designation of manufacturer where necessary to obtain desired color, pattern or texture.

## 2.02 SUBSTITUTIONS:

### A. CONDITIONS:

Contractor's request for substitution will be received and considered when extensive revisions to contract documents are not required and changes are in keeping with general intent of contract documents; when timely, fully documented and properly submitted; and when one or more of following conditions is satisfied, all as judged by Architect/Engineer. Otherwise, requests will be returned without action except to record non-compliance with these requirements.

1. Where request is directly related to an "or equal" clause or other language of same effect in contract documents.
2. Where required product, material or method cannot be provided within Contract Time, but not as a result of Contractor's failure to pursue the work promptly to coordinate various activities properly.
3. Where required product, material or method cannot be provided in a manner which is compatible with other materials of the work, or cannot be properly coordinated therewith, or cannot be warranted as required, or cannot be used without adversely affecting Owner's insurance coverage on completed work, or will encounter other substantial non-compliances which are not possible to otherwise overcome except by making requested substitution, which Contractor thereby certifies to overcome such non-compatibility, non-coordination, non-warranty, non-insurability or other non-compliance as claimed.
4. Where required product, material or method cannot receive required approval by a governing authority, and requested substitution can be so approved.

5. Where substantial advantage is offered Owner, in terms of cost, time, energy conservation or other valuable considerations, after deducting offsetting responsibilities Owner may be required to bear, including additional compensation to Architect/Engineer for redesign and evaluation services, increased cost of other work by Owner or separate contractors, and similar considerations.

B. WORK RELATED SUBMITTALS:

Contractor's submittal of (and Architect's/Engineer's acceptance of) shop drawings, product data or samples which relate to work not complying with requirements of contract documents, does not constitute an acceptable or valid request for a substitution, nor approval thereof.

2.03 GENERAL PRODUCT REQUIREMENTS:

A. GENERAL:

Provide products which comply with requirements, and which are undamaged and unused at time of installation, and which are complete with accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for intended use and effect.

1. STANDARD PRODUCTS:

Where available, provide standard products of types which have been produced and used previously and successfully on other projects and in similar applications.

2. CONTINUED AVAILABILITY:

Where additional amounts of a product, by nature of its application, are likely to be needed by Owner at a later date for maintenance and repair or replacement work, provide a standard, domestically produced product which is likely to be available to Owner at such later date.

B. NAMEPLATES:

Except as otherwise indicated for required approval labels, and operating data, do not permanently attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view either in occupied spaces or on exterior of the work.

1. LABELS:

Locate required labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface which, in occupied spaces, is not conspicuous

2. EQUIPMENT NAMEPLATES:

Provide permanent nameplate on each item of service-connected or power operated equipment. Indicate manufacturer, product name, model number, serial number, capacity, speed, ratings and similar essential operating data. Locate nameplates on an easily accessed surface which, in occupied spaces, is not conspicuous.

END OF SECTION

SECTION 01700  
**PROJECT CLOSEOUT**

1. PROJECT CLOSEOUT SHALL FOLLOW THE FOLLOWING SEQUENCE:
  - A. SUBSTANTIAL COMPLETION:  
As defined by Articles 8.1.3 and 9.8 of the General Conditions. Should a "Certificate of Substantial Completion" not be issued, Contractor shall notify Architect, in writing, of his readiness for the "Pre-Final" inspection.
  - B. COMPLETION OF PUNCH LIST:  
Contractor shall complete all items on Punch List from "SUBSTANTIAL COMPLETION" or "PRE-FINAL" inspection, and so inform Architect in writing, and submit Closeout Documents A, B, C, and D listed in Item 2 of this section to Architect.
  - C. FINAL INSPECTION:  
Architect and Owner, with Contractor, will verify that all Punch List items have been completed or otherwise resolved.
  - D. SUBMISSION OF REMAINING CLOSEOUT DOCUMENTS:  
As defined in Item No. 2 below.
  - E. EXECUTION OF CHANGE ORDER FOR ADDITIONAL WORK AND/OR TIME.
  - F. ARCHITECT ISSUES CERTIFICATE OF FINAL PAYMENT:  
Only after Items "A" through "E" above have been completed will the Certificate for Final Payment be approved by the Architect.
  
2. CLOSEOUT DOCUMENTS:  
Contractor shall submit 2 each of the following documents to the Architect before the final certificate for payment is approved. Original and one copy is acceptable. They are to be submitted to the Architect in 2 three ring binders. The items are as follows:
  - A. Maintenance Manual as specified in "INCIDENTAL WORK" section of Division 1.
  - B. Heating, Air Conditioning, Plumbing, and Electrical Operation Manual, with letter from Owner acknowledging receipt of operating instructions.
  - C. "Record" drawings as specified in "INCIDENTAL WORK" section of Division 1 (**drawings and CD-R**).
  - D. Letter listing Maintenance Materials turned over to Owner.
  - E. *Consent of Surety to Final Payment*, AIA Form G707.
  - F. *Contractor's Affidavit of Release of Lien*, AIA Form G706A.
  - G. *Contractor's Affidavit of Payment of Debts and Claims*, AIA Form G706.
  - H. Release of Liens from all Subcontractors and Materials Suppliers, with Contract amounts of \$1,000.00 or more.
  - I. Guarantee on all Major Sub-Contracts.
  - J. General Contractor's Guarantee.
  - K. **Affidavit of Advertisement of Job Completion (4 consecutive weeks) (PUBLIC JOBS ONLY)**
  
- One (1) copy of forms for E, F, and G will be furnished by Architect, upon request of Contractor.
  
3. Contractor may consult with Architect and arrange a schedule for minimum time lapse between release of liens and final payment.

END OF SECTION

SECTION 01710  
**CLEANING**

PART I - GENERAL

1.01 DESCRIPTION:

- A. Execute cleaning during progress of the work and at completion of the work, as required by General Conditions.
- B. Related requirements in other parts of the Specifications:  
General Conditions

1.02 DISPOSAL REQUIREMENTS:

Conduct cleaning and disposal operations to comply with codes, ordinances, regulations and anti-pollution laws.

PART III - PRODUCTS

2.01 MATERIALS:

- A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.
- B. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.
- C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART III - EXECUTION

3.01 DURING CONSTRUCTION:

- A. Execute daily cleaning to keep the work, site, and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.
- B. Provide on-site containers for the collection of waste materials, debris and rubbish. Debris shall not be thrown into foundation trenches.
- C. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

3.02 DUST CONTROL:

- A. Clean spaces prior to the start of finish painting and continue cleaning on an as-needed basis until painting is finished.
- B. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly-coated surfaces.

3.03 FINAL CLEANING:

- A. Employ skilled workmen for final cleaning.

- B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels and other foreign materials from sight-exposed interior and exterior surfaces.
- C. Hardware shall have stains, dust, dirt, paint and other disfigurement removed and shall be thoroughly cleaned and polished.
- D. Scratched, marred or otherwise disfigured aluminum or other finished metals shall be replaced.
- E. Broom clean exterior paved surfaces, rake clean other surfaces of the grounds.
- F. Prior to final completion, or Owner occupancy, Contractor shall conduct an inspection of sight-exposed surfaces, and all work areas, to verify that the entire work is clean.
- G. Upon completion of final cleaning, cleaning equipment, materials and debris shall be removed from building and premises left clean.

END OF SECTION

## SECTION 02810

### LANDSCAPE IRRIGATION SPECIFICATIONS

#### PART 1 GENERAL

- A. Extent of underground irrigation system is shown on Drawings and in the schedules.
  - 1. Provide all labor, materials and equipment required by or inferred from Drawings and Specifications to complete the Work of the Section.
  - 2. Provide additional Work and materials required by local authorities at no extra cost to Owner.
  - 3. Contractor shall provide all permits, applications, licenses and other qualifications to complete work at no additional cost to owner.
  - 4. Reference Standards: American Society for Testing and Materials, Annual Book of ASTM Standards, latest edition.
- B. Contracts: Irrigation Work to a single firm specializing in irrigation installation, acceptable to Landscape Architect.
- C. Codes and Standards: Perform Irrigation Work in compliance with applicable requirements of governing authorities having jurisdiction including all national and local electrical codes. Notify Landscape Architect in writing of all discrepancies immediately.
- D. Do not make substitutions: If Contractor desires to make substitutions of materials; sufficient descriptive literature and material samples must be furnished to establish the material as an equal substitute. In addition, Contractor must state his reasons for desiring substitute materials. Submit this request and information to Landscape Architect.
- E. Approval and Selection of Materials and Work: The selection of all materials and execution of all operations required under the Drawings and Specifications is subject to the approval of Owner and Landscape Architect. They have the right to reject any and all materials and any and all Work, which in their opinion does not meet requirements of the Contract Documents at any state of operations. Contractor is to remove rejected Work and or materials from Project Site and replace promptly.
- F. "As-Built" Drawings: Any changes in layout and/or arrangements of the proposed irrigation system, or any other differences between proposed system and actual installed conditions are to be recorded by Irrigation Contractor in the form of an "As-Built" Drawing. All drawings are to be clearly and neatly drawn on a Mylar sepia base of original design provided by Landscape Architect. Provide Owner and Landscape Architect with a reproducible Mylar copy of the "As-Built" Drawings before Work under this Contract will be considered for acceptance. All automatic and manual valves, hose bibs or quick couplers and wire splice shall be shown with actual dimensions to reference points so they may be located easily in the field. Submittal of approved "As-Built" Drawings will preclude any Application for Final Payment by Contractor.
- G. Delivery, Storage and Handling: Deliver material and equipment in such a manner as to not damaged parts or decrease the useful life of equipment.
  - 1. Store materials away from detrimental elements. Coordinate with General Contractor to secure a safe staging area.
  - 2. Handle, load, unload, stack and transport materials for irrigation system carefully to avoid damage. Handle pipe in accordance with Manufacturer's recommendations.

- H. Verify Tap: Test water conditions, as they exist immediately down stream from tap: If they do not meet design demands, notify Landscape Architect immediately of existing conditions.
- I. The irrigation system is designed to operate under the following conditions; a minimum of 60 psi of water pressure at tap and at least #36 gallons per minute available water supply 1" tap & meter as part of aide to construction.
- J. Job Conditions: Insurance on irrigation materials or equipment stored or installed is the responsibility of Irrigation Contractor. Such insurance shall cover fire, theft and vandalism. Should Contractor elect not to provide for such insurance, he will in no way hold Owner responsible for any losses incurred by the aforementioned acts. The Contractor is responsible for all costs incurred in replacing damaged or stolen materials.
1. Obtain all required permits and pay all required fees, at no additional cost to Owner. Any penalties imposed due to failure to obtain permits or pay fees are the responsibility of the Contractor.
  2. Provide and maintain all passageways, guard fences, warning lights and other protection devices required by local authorities.
  3. Existing site improvements shall be performed in a manner that will avoid possible damage. The Contractor is responsible for any damage of a mechanical nature as well as damage resulting from leaks in irrigation system whether due to negligence or otherwise.
  4. Keep project site clean and orderly at all times during construction.
- K. Sleeves to be installed by the **General Contractor**. Coordination and scheduling for excavation of sleeve ends is the responsibility of the Irrigation Contractor.
1. Coordinate and schedule all Work with General Contractor and Landscape Architect.
  2. Damages resulting from irrigation installation to Work of other trades must be repaired at the expense of the Irrigation Contractor in a timely fashion.
  3. Make adjustments to system layout as may be required and requested to provide complete coverage at no additional cost to the Owner.
- L. Warranty: All Work for a period of one year, starting on Date of Substantial Completion, against defects in material, equipment, Workmanship and any repair required resulting from leaks or other defects of Workmanship, material or equipment.
1. Repair unsatisfactory conditions promptly at no cost to Owner.
  2. Owner may make emergency repairs without relieving the Contractor of this warranty obligation.
  3. Irrigation Contractor to repair settling of backfilled trenches occurring during warranty period, including restoration of damaged plantings, paving or improvements resulting from settling of trenches or repair operations.
  4. Respond to Owner's request for repair Work within ten days. If not, Owner may proceed with such necessary repairs at Contractor's expense. In addition, Contractor shall be held responsible for replacement of any plant material (tree, shrubs, sod or seed) that becomes damaged or dies due to a lack of water during periods in which irrigation system is inoperable.

## PART 2 PRODUCTS

- A. Specific requirements concerning the various materials and arrangements which safe to be installed are shown on drawings.
- B. Quality and Size: Material specified by name and/or model number in the Specifications, on the site or detailed drawings are used for the purpose of identification of materials and to insure

specific use of that material in the construction of the system. No substitutions will be permitted without approval. (See Substitutions).

1. Plastic pipe for all main lines is schedule 40 (PVC while laterals 1 ½" size and over is Class 200 PVC Type 1120 or 1220 as manufactured Cabot, John-Mansville (or approved equal) unless otherwise specified herein or on the drawings. All pipe, 1" size and less, is Class 160.
  2. PVC pipe is to be continuously marked with Manufacturer's identification, type, class and size and installed with these markings on the top of the pipe.
  3. All fittings should be Schedule 40 PVC Type 1, of domestic manufacture and identified as to pressure rating or schedule.
- C. Solvent Weld: Solvent weld for PVC pipe over 20' length must be installed with standard 20' length sections. Unnecessary joints or couplings are not acceptable.
- D. Risers: Provide threaded Schedule 80 PVC risers. All risers above grade to be either dark gray or black PVC pipe. (no risers are a part of this irrigation package)
- E. Electric Wiring: All 110 volt AC wiring to controller must consist of three wires: one black, one white and one ground. Electrical service to be provided by General Contractor unless otherwise directed by Owner.
1. All splices in controller wiring shall be waterproofed by 3m DBR/Y-600 Connectors or approved equal.
- F. Sprinkler Heads: Provide as indicated on the plan. Heads to perform to Manufacturer's specifications concerning radius of throw and volume in gallons per minute at given pressure.
- G. Automatic Controller: **HUNTER PCC-600 CONTROLLER**. Exact location onsite. The controller location will be accessible as shown on drawing for maintenance. Provide for the possibility of making minor timing adjustments to the controller in the field. **General Contractor to provide power and sleeving through walk to controller location on building. Or approved equal.**
- H. Water Meter: A 1" tap, backflow and water meter is to be installed in the location shown on the drawing as part of the aide to construction. Coordination is the responsibility of the General Contractor.
- I. Backflow Preventer: To be installed by General Contractor as part of the aide to construction package. Provide Watts Double Check Assembly Backflow Preventer Model 007. The backflow preventer is a double check valve assembly type, capable of having a flow rate of 80 gpm, with a pressure loss not to exceed 5 Psi and suitable for supply up to 150 psi. The backflow preventer body to be bronze, internal parts stainless steel and check valve assemblies with tight seating rubber. The backflow preventer assembly must include two gage valves for isolating unit and two ball valve test clocks for testing unit to insure proper operation. Provide backflow preventer as manufactured by Watts Sprinkler Manufacturing Corporation.
- J. Pressure Regulator: Provide Wilkins #600 or equal. (if necessary)
- K. Mastervlve: Provide Hunter Master Valve Size per Mainline. Or approved equal.

- L. Valve Boxes: Ametek 12" rectangular valve box with cover or jumbo mechanical box with cover. Place a minimum of 6" depth of gravel under each valve box, meter, and all pertinent equipment. Or approved equal.
- M. Sleeves: Schedule 40: Size as indicated on Plans by **General Contractor**.
- N. Quick Couplers: Provide Hunter quick coupler as shown on plans off the mainline: (Size and type as indicated on Plan). Quick Couplers to conform to Manufacturer's Specifications concerning performance. Quick Couplers shall be installed below grade in Ametek 12" x 18" valve boxes. The cover over Quick Coupler boxes shall be clearly marked with "non-potable water".
- O. Control Valves: Provide Rainbird Electric Remote Control Valve (size as indicated on Plan). Valve to conform to Manufacturer's Specifications concerning performance and at a given pressure.
- P. Surge Protection Equipment: General Contractor to provide Intermatic AG2401CE primary side surge protection in a junction box.
- Q. Rain Sensor: Hunter Industries Mini-Clik. The rain sensor shall be capable of interrupting the power from the irrigation controller to the valves when rainfall exceeds a pre-selected amount. The rain sensor circuitry shall be housed in an UV and corrosion resistant plastic casing and shall utilize 2 sets of hygroscopic disks to activate switches in the unit. One switch will be for the total rainfall compensation unit and the other for the Quick Response™ unit. The Quick Response™ unit will turn off the irrigation system within 5 minutes of the onset of precipitation, depending on the intensity.
 

The sensor shall be adjustable by turning a plastic collar on the device that regulates an opening, thus varying the rate of evaporation from the disks.

The sensor shall have mounting options that allow installation on a rain gutter, on conduit, with a telescoping extension to bring the unit away from an eave, or on a flat vertical surface.

The sensor shall be installed in accordance with the manufacturer's published instructions. The sensor shall carry a conditional five-year exchange warranty. The rain sensor shall be the Rain-Clik series as manufactured by Hunter Industries Incorporated, San Marcos, California. Or approved equal.

### **PART 3 EXECUTION**

- A. Provide a competent superintendent and necessary assistants on the job while Work is progress. The Superintendent represents Contractor in all functions and directives given to him by Owner are binding as if given to Contractor in person.
- B. During the installation Landscape Architect may make regular site visits and reject any Work and materials that do not meet the Standards called for in Contract Documents. Rejected work must be promptly corrected and no time extension will be allowed for this reason.
- C. Inspection: Inspect project area prior to start of Work to determine that all site conditions are acceptable for irrigation Work to begin. Inform Landscape Architect of unsuitable conditions. Do not proceed with installation of irrigation system until unsatisfactory conditions have been corrected in a manner acceptable to installer.

- D. Preparation: Flag all existing underground utilities prior to trenching and/or boring operations. Obtain utility locations from Owner and/or General Contractor and Utilize utility locating services when necessary.
- E. Excavation: All excavation is unclassified and includes all materials encountered.
1. Prior to excavation, remove sod, preserve and replace after backfilling is completed.
  2. After excavation and backfilling is completed, regrade trenched area consistent with surrounding area and re-establish with 100 percent pure of type grass existing. Maintain as necessary for establishment and survival of grass.
  3. Backfill material is to be free from rock, large stones and other unsuitable substances that could damage the pipe or create unusual settling problems. Back fill in 6" layers and tamp after each layer to prevent excessive settling.
  4. Backfill trenches containing plastic pipe when pipe is cool to avoid excessive contraction in cold weather. Such backfilling can be done in early morning hours or pipe may be water cooled prior to backfilling procedures.
  5. Backfill material evenly in lifts not to exceed 6" and compact to 100 percent of maximum density.
  6. Contractor is responsible for establishing compaction in trenches equal to or exceeding overall compaction of paving base. Leave top of trench ready for asphalt by others.  
Minimum depth of cover of all pipe is as follows:  
     $\frac{3}{4}$ " - 1" pipe - minimum depth cover is 12"  
    1  $\frac{1}{2}$ " - 1  $\frac{1}{2}$ " pipe - minimum depth cover is 18".
- F. Sleeving: Location of sleeving shown on plans is schematic. Sleeving Contractor to make adjustments necessary to accommodate existing vegetation, utilities and other existing conditions. Repair of damage to existing utilities, structures or other construction resulting from installation of sleeves is the responsibility of Sleeving Contractor. Verify those installed previous by others. Install PVC sleeves according to detail.
- G. Pipe Joints: Follow Manufacturer's Recommendation.
1. Solvent weld PVC pipe, assemble according to Manufacturer's Recommendations, using appropriate PVC pipe cleaner/primer and solvent cement.
  2. PVC to metal connection, Work metal connection first then use Teflon pipe fitting
  3. Main line shall be installed according to Manufacturer's Recommendations.
- H. Pipe and Fittings Installation: Install according to Manufacturer's Recommendations including snaking-in of PVC pipe to prevent excessive strain when contracting in cold weather. Solvent weld fittings must conform to Schedule 40 or Schedule 80 PVC dimensions and specifications for solvent weld fittings and as manufactured by Lasco, Inc.
- I. Lateral lines shall be as follows:
1. Install according to Manufacturer's Recommendations using standard techniques.
  2. Combine lateral lines and main supply lines in common trenches wherever possible with specified minimum depth of coverage over all pipe (see Backfilling).
  3. Exchange of 4" pip-up to 12" high pop-in field by Landscape Architect is incidental.
  4. Plug lines immediately upon installation to minimize infiltration of foreign matter.
  5. Flush lateral lines and risers prior to installation of sprinkler heads.
- J. Sprinkler Heads: Low pop-up sprinkler heads shall be installed in such a manner that tip is 1" above finished grade. Where finish grade has not been established, extend a riser a minimum of 12" above existing grade to mark location of head. After finish grade is established, install heads at specified height on triple elbow swing joint or flex piping.

1. High pop-up heads: High pop-up shrub heads shall have the finished height determined by Landscape Architect.
  2. Backfill around sprinkler head assembly in such a manner that sprinkler head is stabilized so that no lateral motion is exhibited during operation.
  3. Install control wire in orderly fashion, locate in main line trench. Bundle wires together and tape at 10' intervals. Position wires under main line.
  4. Allow for contraction of wires by providing looped slack at directional changes in supply line.
  5. Keep wire splices to a minimum. All splice locations to be indicated on "as-built drawings".
  6. Pass Wires under existing or future paving, construction, etc. through PVC sleeves provided by **General Contractor**.
- K. Control Equipment: Install automatic valves and controller according to Manufacturer's Recommendations. Appropriate locations are shown on the drawings. All Irrigation valves and splice boxes are to occur on the property. Some locations on the plan may be shown in pavement for clarity.
- L. Valve Boxes: All valves are to be housed in valve boxes. Install according to Manufacturer's Recommendations and according to details. Position boxes at a height that will not cause them to interfere with maintenance machinery (e.g., mowers) and such that soil and mulch do not wash into the box. **Locate all valve boxes within plant bed areas wherever possible.**
- M. Install surge protection equipment on primary (110 VAC) power lines. Connect each surge protect unit to at least on 5/8" diameter by 9' long copper clad grounding electrode driven into the soil to its full depth. Place electrodes no closer than 2' from controller cabinet or any control or power wire. Be consistent in locating ground rods throughout installation with respect to controller position and not locations on "As-Built" Drawings.
- N. Operational Testing: Upon completion of irrigation system and after head installation, test entire system for proper operation. Flush all air from system and check components for proper operation.
- O. "As-Built" Drawings: "As-Built" Drawings are to include locations of all wire splices, valves (automatic and manual) with triangulated measurements to each location as well as any deviations in location of piping and heads as represented by Contract Documents.
- P. Owner Orientation: Upon completion of Work and final acceptance by Owner and Landscape Architect, Contractor is responsible for orientation of maintenance personnel in the operation, maintenance and repair of system. Furnish copies of all available parts lists, trouble-shooting lists and specification sheets to Owner prior to final payment.
1. Set initial watering schedules and programming on automatic controllers at the direction of Landscape Architect. Changes in schedules and programming and instructions on how to make such changes are under the responsibility of the Landscape Architect.
- Q. Clean Up: During Irrigation Work, keep project site clean and orderly. Upon completion of Work, clear grounds of debris, superfluous materials and all equipment. Remove from site to the satisfaction of Landscape Architect and Owner.
- R. Protection: Protect Irrigation Work and materials from damage due to irrigation operations, operations by other contractors, trades and trespassers. Maintain protection until Date of Substantial Completion. Cover all openings into system as it is being installed to prevent obstructions in pipe and breakage, misuse or disfigurement of equipment.

1. Contractor is responsible for theft of equipment and material at job site before, during and after installation, until Date of Substantial Completion of the Work in total.
- S. Inspection and Acceptance: Upon completion of Work, notify Landscape Architect and Owner at least three days prior to requested Date of Inspection for Substantial Completion. Prior to contacting Landscape Architect for the purpose of demonstrating all or any part of the system, thoroughly test the system for proper operation and make adjustments and replace any defective parts prior to inspection for Substantial Completion. Where inspected irrigation Work does not comply with requirements, replace rejected Work promptly, within two weeks of inspection. In unusual circumstances Owner may grant a longer time period. If such replacements are not completed within time specified, Contractor may be considered to be in default of Contract and Owner may use Contract Retainage to hire other Contractors to finish the Work.

#### PART 4 ACCEPTANCE AND GUARANTEE

- A. Substantial Completion: Submit written requests for inspection for Substantial Completion to Landscape Architect at least three calendar days prior to anticipated Date of Inspection and Testing. Substantial Completion cannot be granted, and at the same time no further applications for payment shall be approved for more than 85% of contract until there has first been a walk-through for head coverage. At this time the Landscape Architect or Owner's Representative will prepare a "punch list" that consists of items to be addressed and corrected by Contractor immediately. Depending on the extent of the Work on the "punch list", the Landscape Architect will determine whether Substantial Completion is to be granted at that time or at a later date, pending the completion of the "punch list".
1. Submit record drawings and maintenance manuals to Landscape Architect with written request for inspection.
  2. Review "punch list" Work jointly with Owner and Landscape Architect for Substantial Completion of total (contract) Work. (See "General Conditions").
  3. Upon satisfactory completion of repairs and replacements and completion of "As -Built" drawings, Landscape Architect and Owner will verify system for Substantial Completion and issue AIA Certificate of Substantial Completion if all items on "punch list" have been completed. If necessary another "punch list" will be written to itemize any deficiencies still existing and will be attached to AIA Certificate. Contractor shall complete all "punch list" items within 30 days while continuing maintenance.
- B. Date of Substantial Completion: Date of Substantial Completion will constitute beginning Date of One-Year Guarantee. This Date also constitutes the beginning of the warranty responsibilities and acceptance by Owner and Landscape Architect.
1. Guarantee all Work, products, equipment and materials for one year, beginning at Date of Substantial Completion as per **Written letter of notification.**
  2. Make good any damage, loss, destruction or failure. Repairs and replacements shall be done promptly and at no additional cost to Owner.
  3. Repair damage to grade, plants and other Work or property as necessary.
  4. If replacement are not acceptable during or at end of Guarantee Period Owner may elect either subsequent replacement or credit. Replacement products shall have a similar one-year guarantee from time of replacement.
  5. Guarantee applies to all unacceptable conditions or losses with exception of those due to acts of nature, vandalism or Owner neglect, as determined by Landscape Architect. Acts of Nature include, but may not be limited to, high winds or hurricane or tornado force, sleet, hail, freezing rain and extreme cold (as determined by Landscape Architect). Contractor agrees to replace losses due to Acts of Nature at fifteen percent (15%) less than original contract price for the damaged Work.

- C. Final Inspection and Acceptance: One year after the Date of Substantial Completion of Work in total, the Landscape Architect and Owner will inspect Work for Final Acceptance. Upon satisfactory completion of repairs and/or replacements Landscape Architect certifies, in writing, the Final Acceptance of Work.
1. At the end of Guarantee Period and upon request for inspection, jointly review all guaranteed Work for Final Acceptance.
  2. Submit written request for inspection for Final Acceptance to Landscape Architect at least two weeks prior to anticipated Date of Inspection; include list of Work Substantially Complete and list of Work replaced during Guarantee Period.
  3. Upon completion by Contractor of all required replacements, Owner and Landscape Architect will confirm the Date of Final Acceptance of Work.
- D. Applications for Payment will be covered in the contract. (Refer to "General Conditions").

**END OF SECTION**

## SECTION 02900

### LANDSCAPE SPECIFICATIONS

#### PART 1 GENERAL

- A. Extent of the planting is shown on the drawings and in the schedules.
- (1) **General Contractor** to provide entire set of site drawings including but not limited to grading, piping, and electrical drawings to **Landscape Contractor** for bidding purposes.
  - (2) Provide all labor, materials and equipment required by or inferred from the Drawings and Specifications to complete the work of this section.
  - (3) Providing, placing, grading topsoil for landscape grading as indicated in the Drawings.
  - (4) Providing and installing trees, shrubs, seeding and solid sod for landscape planting, as per details.
  - (5) To successfully dig existing plants and store them on or off-site during construction for replanting on-site per plans where they will reestablish and thrive.
- B. Contracts: Landscape Work to a single firm specializing in irrigation installation acceptable to Landscape Architect.
- C. Specified Maintenance Period, and One-Year Guarantee Period.
- D. Verify plant count from plan, and provide and install all plant material on plan.
- E. All plants shall conform to or surpass minimum quality standards as defined by the American Association of Nurserymen; current edition of American Standards for Nursery Stock published by American Association of Nurseryman, Inc. and in addition shall conform to sizes and descriptions in the plant list. All work to be performed by a firm specializing in Landscaping, not a subcontractor.
- F. The Landscape Architect will consider alternate growers only if submitted with **15 days or more prior to bid date**. The Landscape Architect will tentatively accept (subject to tagging) or reject alternate growers within 5 days of date submitted. Landscape Contractor must have written conditional acceptance from Landscape Architect of any proposed alternate growers to submit with the Bid Package, otherwise, substitutions will not be permitted. Substitution from the specified plant list will be accepted only when satisfactory evidence in writing is submitted to the Landscape Architect, prior to submitting bid – tree list, showing that the plant material is not available. This list shall be submitted prior to submitting bid.
- (1) Requests for approval of alternate growers for trees and for approval of alternate plant material shall include:
    - a. Include grower name, contact person, current address and phone number
    - b. Common and botanical names
      - i. Size now and size at delivery
    - c. Photos of each tree proposed
      - i. Entire tree with size pole
      - ii. Close up of trunk flare
      - iii. Each photo watermarked with grower name
      - iv. Representative photo (each photo watermarked with grower name) of a tree root system (with soil freshly removed) for each variety and size proposed.
    - d. Signed statement from grower describing and certifying:
      - i. Root pruning and root enhancement history

- ii. That all root systems have been field grown in heavy clay soil, irrigated with drip irrigation, and have been transplanted and 100% mechanically root pruned with a vibrating blade during the first three years of the trees' life.
  - iii. All trees have been grown in no container larger than one gallon
  - iv. All trees are grown from rooted cuttings. No trees have been grafted or budded.
  - v. Trunk flares are visible above ground for all trees.
- e. Canopy Development
- i. Strong central leader to the top of the canopy. The tip of the leader on the main trunk must be intact and its terminal bud must be the highest part of the tree.
  - ii. No branch shall have a diameter greater than 2/3 the trunk diameter measured directly above the branch crotch. The tree crown must be structurally uniform. Branches shall be evenly distributed around the trunk. The crown shall be full of foliage which is evenly distributed around the tree.
- (2) If acceptable, the Landscape Architect will tentatively accept (subject to tagging) alternate growers for trees and also any proposed alternate trees within 10 weekdays of date submitted. Landscape Contractor must have written conditional acceptance from Landscape Architect for the grower of each tree on the tree list and also for any proposed alternate trees to submit with the bid package, otherwise, the bid will not be accepted.
- (3) If Contractor with successful bid has been granted written conditional acceptance for alternate materials prior to bid then the Landscape Architect will select and tag 100% of plant materials from acceptable alternate growers within 30 days after date contract is awarded to General Contractor. The Landscape Contractor will be responsible for all expenses related to tagging trips to alternate growers including usual fees charged by Landscape Architect. The Contractor shall arrange for and provide transportation for the Landscape Architect. Contractor shall provide the Landscape Architect a minimum of **TWO WEEKS** advance notice of any proposed tagging trip. Contractor shall limit tagging trips to no more than two at a maximum of two days each. **All tagging trips will be completed within 30 days after date contract is awarded** to the general contractor or landscape contractor, whichever occurs first.
- (4) **Orders for plant material:** Submit to Landscape Architect within 35 days from date contract is awarded to General Contractor confirmed orders for materials from approved growers listed on attached **PLANT SCHEDULE II** and any approved alternate growers. Contractor is responsible for payment of deposits required by approved growers. If the Landscape Architect does not receive all copies of all confirmed orders by 45 days from date contract is awarded, contractor will be charged ½ of 1% of the total contract per day beginning on the 46<sup>st</sup> day.
- G. Plant Schedule/Bid Document Cost Breakdown:

Landscape Contractor to submit a breakdown sheet of the following as shown with their bid. Any bid submitted without the Cost Breakdown shall be considered incomplete.

The following is a cost breakdown of specific work areas to be included in the contractor's base bid. These values are provided for the owner's information and are not intended to be used as alternates to adjust the proposed scope of work.

Bidders shall verify quantities listed below by his own take-off from the drawings and notify the landscape architect of discrepancies before submitting his bid.

All trees shall be tagged by the Landscape Architect at one of the nurseries on the planting details, or approved equal by the Landscape Architect prior to bidding. See section F above.

| Quantity: | Botanical Name | Common Name | Source | Unit Tree Cost<br>(Not including Freight) | Unit Installation Cost<br>Excluding Cost of Tree | Unit Cost for Freight<br>for each tree based on full trucks |
|-----------|----------------|-------------|--------|-------------------------------------------|--------------------------------------------------|-------------------------------------------------------------|
|-----------|----------------|-------------|--------|-------------------------------------------|--------------------------------------------------|-------------------------------------------------------------|

- H. Approval and selection of materials and work: The selection of all materials and the execution of all operations required under the Drawings and Specifications is subject to the approval of the owner and Landscape Architect. They have the right to reject any and all materials and any and all Work, which in their opinion does not meet the requirements of the Contract Documents at any stage of the operations. Remove rejected Work and or materials from the Project Site and replace promptly at no additional cost to the owner. Prior to bid, Landscape Contractor to submit photos for trees from approved growers and include growers name, contact, address, and phone number.
- I. Workmanship: Install all plant materials neatly.
- (1) Make minor adjustments to layout as may be required and requested by Landscape Architect at no additional cost to the owner.
  - (2) Coordinate delivery of all plant material with time of installation to prevent any plant material from being stockpiled on site longer than 24 hours.
  - (3) Deliver materials in such manner as to not damage or decrease the health and vigor of the plant materials.
  - (4) Store materials away from detrimental elements. Coordinate with General Contractor to secure a safe staging area.
  - (5) Handle, load, unload, and transport materials carefully to avoid damage.
  - (6) Maintain and protect plant materials as necessary to insure health and vigor.
  - (7) Guarantee plant materials and lawn areas for one year from the date of substantial completion. Contractor shall replace plants that fail to grow properly with plants as originally specified at the earliest practical date following plant failure, without additional charges to the owner.
  - (8) Replacement materials will be guaranteed for one year from the date of replacement.
  - (9) The Contractor shall not be responsible for replacing plants that are damaged by abuse or improper maintenance by Owner as reported by Contractor outlined below or by acts of nature occurring after acceptance.
- J. Acts of nature may include, but may not be limited to high winds of hurricane or tornado force, sleet, hail, freezing rain and extreme cold (as determined by the Landscape Architect). Contractor agrees to replace losses due to Acts of Nature at fifteen percent (15%) less than the original contract price for the damaged work.
- K. Contractor's Periodic Inspection: During guarantee period, Contractor shall make periodic inspections of the project to satisfy himself that maintenance by the owner is adequate.
- (1) Any methods or products that he deems not normal or detrimental to good plant growth shall be reported to the Owner in writing.
  - (2) Failure to inspect and report shall be interpreted as approval and the Contractor shall be held responsible for any and all necessary replacements.
- L. Soil Testing: **General Contractor** shall have soil tested by a suitable laboratory chosen by the **General Contractor** and subject to written approval of the Landscape Architect.

- (1) Soil test shall be completed in all planting areas to determine lime and fertilizer and soil mixture requirements. Submit test results to Landscape Architect for approval. **Landscape Contractor** shall adjust pH and fertility based upon these results. No addition to or placement of soil is to be done prior to initial soil test report approval.

## PART 2 PRODUCTS

- A. Topsoil: All topsoil shall be supplied from **Off-site** stockpile and spread by the **General Contractor**. The Landscape Contractor shall be responsible for fine grading. Topsoil shall be fertile, friable, sandy loam and a natural surface soil obtained from areas reviewed by Landscape Architect and possessing characteristics of representative soils in the project vicinity that produce heavy growths of crops, grass, or other vegetation. In the event that On-site topsoil is available, it shall be subject to the same Soil test and Characteristics listed above.
- B. Topsoil shall be free of subsoil, brush, organic litter, or objectionable weeds, clay, clots, stumps, stones, roots or other material harmful to plant growth or hindrance to planting or maintenance operations. Should regenerative materials be present in the soil, Landscape Contractor shall eradicate and remove such growth, both surface and root, which may appear in the imported materials at any point within 1 year following acceptance of the Work.
- C. Topsoil shall not be handled in a frozen muddy condition. The acidity range for topsoil in planting beds shall be between 5.0 and 7.0 inclusive. The acidity range for topsoil to be placed in areas to receive sod shall be 6.0 – 7.0. The mechanical analysis of the soil shall be as follows:
- | Sieve Size   | Percent Passing  |
|--------------|------------------|
| 1" mesh      | 99 – 100 percent |
| ¼" mesh      | 97 – 99 percent  |
| No. 100 mesh | 40 – 60 percent  |
| No. 200 mesh | 20 – 40 percent  |
- D. Topsoil, regardless of source, shall meet all requirements of the paragraph above. Stockpile material that does not meet the requirements may, at the option of the Contractor, be improved by screening and the addition of organic matter and chemical admixtures.
- E. Planting Soil Mixture: Provide soil mix amended as per laboratory recommendations. Soil testing will determine the 50% additive breakdown necessary. Basic planting soil mix consists of:
- (1) 50% topsoil (as described above)
  - (2) 50% prepared additives (by volume as follows)
  - (3) 3 parts humus (forest peat or Nature's Helper)
  - (4) 1 part sterilized cow manure, commercial fertilizer and lime as recommended in soil test analysis.
- F. The components shall be thoroughly mixed to uniform consistency by hand or machine methods prior to placement in and around plantings.
- G. Trees: All large deciduous shade trees and ornamental trees are to be field grown from rooted cuttings true to variety and not grafted material. No grafted material will be accepted for the initial installation or as guarantee replacement material.
- H. Alternate Growers – (See substitutions above Part I Section E.) The Landscape Architect will select and tag 100% of plant materials from acceptable alternate growers. The contractor will be responsible for all expenses related to tagging trips to alternate growers including usual fees charged by the Landscape Architect. The Contractor shall arrange for and provide transportation and room and board for the Landscape Architect if

necessary. Contractor shall provide the Landscape Architect a minimum of **THREE WEEKS** advance notice. Contractor shall limit tagging trips to no more than two at a maximum of two days each. All tagging trips will be completed within 45 days from date contract is awarded to General Contractor.

- I. Contractor will submit confirmed orders from both acceptable specified growers and alternate growers within ten days of tagging by the Landscape Architect. Contractor is responsible for payment of deposits required by acceptable alternate growers.
- J. Fertilizer: Fertilizer for all trees, plants and ground covers shall be Sta-Green Nursery Special delivered to the site in unopened containers.
- K. Fertilize all areas according to the manufacturer's recommended rates in accordance with the monthly maintenance guideline herein.
- L. Cultivate and waterbeds or pits thoroughly after application.
- M. Adjust fertilizer in accordance with interim soil test reports.
- N. Fertilizer for sod: Fertilizer for sod shall be Sta-Green and sod fertilizer containing the following percentages by weight:
  - 18% nitrogen
  - 24% phosphorous
  - 10% potash
- O. Nursery Special or approved equal.
- P. Fertilizer shall be uniform in composition, dry and free flowing, and shall be delivered to the site in the original, unopened container, bearing the Manufacturer's guaranteed analysis. Fertilizer shall not have been exposed to weather prior to delivery to the site. After delivery, until used, it shall be completely protected at all times. It shall not be stored in direct contact with the ground.
- Q. Plants: All plants shall conform to or surpass minimum quality standards as defined by the American Association of Nurserymen (AAN), current edition of American Standard for Nursery Stock published by the ANN, Inc. and in addition, shall conform to sizes and descriptions in the plant list.
- R. Certificates of Inspection for Plant Material: All necessary Inspection certificates shall be supplied, if requested, to the Landscape Architect's representative for each shipment of plant material, as required by law. Certificates showing source of origin shall be filed with Landscape Architect prior to acceptance of the material.
- S. Inspection: All plant materials shall be subject to inspection and approval. The Landscape Architect reserves the right to reject any and all plants that fail to meet this specification at any point during the installation of the job. The Contractor at no additional cost shall promptly remove all rejected materials from the site to the owner.
- T. Quality and size: All plant materials furnished shall be well branched, proportioned width to height, or normal habit, sound, healthy and vigorous in growth. The minimum acceptable sizes of plants shall be measured before pruning with branches in normal position and shall conform to measurements specified. Plants used where symmetry is required shall be matched as closely as possible. It is the responsibility of the Landscape Contractor to determine from the planting plan where matching plants should be used. Ask for clarification by Landscape Architect when necessary and do so before bids are submitted. Plants shall meet all requirements as listed in the plant list.
- U. Source of Plants: Plants shall be field nursery, container grown or collected material subject to the requirements of the Specifications.
- V. Field Tagged Plants: All deciduous and evergreen trees are to be sourced by the contractor at any of the approved nurseries, of the provided list, or equal as approved by the Landscape Architect. **The Owner will pay the Landscape Architect for tree tagging trips to approved nurseries, plus all travel expenses incurred. Tree Tagging trips to alternate growers is the responsibility of the Landscape**

**Contractor as discussed above in Part II Section H.** The landscape contractor should anticipate accompanying the Landscape Architect on the tagging trips but is not required to do so.

- W. Insect, Pests and Plant Diseases: All plants shall be of healthy stock, free from disease, insects, eggs, larvae and parasites of an objectionable or damaging nature.
- X. Substitutions: Substitutions from the specified list will be accepted only when satisfactory evidence in writing is submitted to the Landscape Architect, showing that the plant specified is not available. Requests for approval of substitute material shall include common and botanical names and size of plant material. Only those substitutions or at least equivalent size and having the essential characteristics similar to the originally specified material will be approved. The Landscape Architect will issue acceptance or rejection of substitute plant materials in writing. Substitutions may be made only prior to bidding. (See Part I Section E)
- Y. Balled and burlapped plant material are to be wrapped with organic burlap wrapping only. Synthetic material will not be accepted. Remove all nursery-loading straps once plant material is placed in the pit.
- Z. Guying of trees: Stakes for supporting trees shall be sound timber, straight, sized as shown in planting details and of sufficient length to adequately support the plant. All visible surfaces shall be painted flat black.
- AA. Deadmen or stakes for anchoring guy wires in the ground shall be of size, material and strength adequate to hold guy taut and maintain tree firmly in an upright position.
- BB. Wire shall be # 12 gauge galvanized wire in double twisted strand to adjust tension.
- CC. Hose for encasing guy wires shall be new or suitable used 3/4" diameter rubber or plastic garden hose, black in color.
- DD. Wrapping material for trees with 2" caliper trunks or larger shall be standard crinkled paper cemented together with bituminous material in strips 8 to 10" wide.
- EE. Twine for tying wrapping material shall be lightly tarred, medium or sisal yarn; no synthetic cord shall be used.
- FF. Mulch: **Pine Bark Mulch** fresh, free of noxious weeds, seed, fire ants, Japanese beetles and/or fringed beetles. No Dyed or colored mulch will be acceptable.
- GG. Sod: Sod shall be 100% specified grass, free of weeds, freshly dug.
- HH. Lime: Ground dolomitic limestone not less than 85 percent total carbonates and magnesium, ground so that 50 percent passes 100 mesh sieve and 90 percent 20 mesh sieve.
- II. Inoculants: Pure culture of nitrogen-fixing bacteria prepared specifically for the legume species. A mixing medium as recommended by the manufacturer shall be used to bond the inoculant to the seed.
- JJ. All necessary hand tools and materials typically used in planting operations.
- KK. Plastic labels or tags on which identification can be made.
- LL. Milorganite 5-1-1 fertilizer
- MM. 'Nature's Helper' Soil conditioner
- NN. Follar insecticide as needed to control damage
- OO. Anti-desiccant spray for minimizing transpiration during storage
- PP. Bailing twine
- QQ. Burlap – 36" wide, rolled.

### PART 3 EXECUTION

- A. Landscape Contractor is responsible for the demolition and removal of all existing plant material in the bedding areas including the removal of the stumps.

- B. Execution of Digging and Holding: All transplanting work, and storage of plants is to be carefully coordinated with the General Contractor. Prior to digging, thoroughly water all plant material to be dug to moisten the root area. Root prune all plants using a sharpened shovel a minimum of one week in advance of the anticipated day when digging and storage will occur. Using a shovel, root prune by encircling the plant to be dug by pushing the shovel down at a 75-85° angle not less than 10" deep. Do not attempt to lift the plant or remove it from its current location at this time. Prune the circle around the plant per the following root size schedule. Deep water each plant and folliar mist in the first day to help the plant transition. Monitor the water and mist during the first week and until the digging occurs. Not less than one week after the root pruning carefully dig each plant by using the shovel to raise the plant slowly and onto a sheet of burlap cloth twice the size of the root ball. The plant should be then carried to the holding area supported equally on all four corners. When the plant is laid down in the holding area, the burlap is to be folded over the root ball/mass and secured with bailing twine. Then cover the entire root ball with a soil conditioner. Clum's "Nature's Helper" or approved equal, and thoroughly water. Do not allow the rootball/mass dry out during the transplanting process. All dug plants are to be maintained and watered continuously where held until such time that they can be replanted. Maintenance should include pruning to thin, removal of dead branches, wilt-proof sprayings, insect treatments, etc., in addition to regular watering.

Root Ball Size:

| Plant Height / Size | Minimum root ball diameter |
|---------------------|----------------------------|
| 10' – 12'           | 24" – 30"                  |
| 8' – 10'            | 22" – 24"                  |
| 4' – 8'             | 20" – 22"                  |
| 12" – 4'            | 18" – 20"                  |
| 1" – 12"            | Spread of foliage          |

- B. Layout of major plants: Before commencing planting operations, location of major plants and outlines of areas to be planted shall be marked out on the ground, by the Contractor for approval by the Landscape Architect. Contact the Landscape Architect a minimum of 24 hours in advance of the anticipated review of the layout. Unapproved items planted will be subjected to relocation by the Landscape Contractor if not coordinated.
- C. Time and planting: Planting operations shall be during favorable weather in which conditions are neither extremely cold nor hot, nor to a point that the risk of loss is too great. The Contractor shall inform the Landscape Architect of high risks due to weather.
- D. Preparation of planting beds: **General Contractor** will provide and spread a minimum of **12" topsoil** and provide finish grades in all planting beds. The **Landscape Contractor** will fine grade and provide minimum 3% positive drainage in all beds. This is to include debris removal and any grading required bringing the finished grade to the proper level for planting trees, shrubs, and ground covers. **Landscape Contractor** shall grade for proper drainage at the minimum required above. Contractors shall anticipate and allow for settling of soils.
- E. Circular plant pits with vertical sides shall be dug by hand or machine methods for planting and transplanting of trees and shrubs. Sides of pits should be scarified to allow for water percolation.
- F. Shrub pit diameter shall be a minimum of one foot greater than the spread of the root mass.
- G. All transplanted material is to be replanted the same day it is dug.
- H. Test excavated plant pits to determine if sufficient drainage is present for proper plant survival.

- I. Fill the area between the pits, if the individual pits are arranged in a group, to the required grade with **Pine Bark Mulch** to a depth of 3". Plant beds shall be neatly edged and kept free of weeds until the work is accepted. No Dyed or colored mulch will be accepted.
- J. Excavation for planting ground covers: Ground cover beds shall be scarified by hand or machine method to a minimum depth of 8". 4" of pine bark additive and **20 lbs. / 1000 sq. ft.** of Sta-Green Nursery Special fertilizer shall be uniformly incorporated into the soil to the full 6" of minimum depth.
- K. Drainage test for trees: Tree pits shall be filled with water. If percolation is less than 100% within a period of twelve hours, drill a 12" auger to a depth of 4' below the bottom of the pit. Retest the pit. In case drainage is still unsatisfactory, notify Landscape Architect, in writing of the condition before planting the trees in the questionable areas. Contractor is fully responsible for warranty of the trees.
- L. Drainage Test for Plants and Ground covers: Plants and ground cover beds shall be spot tested.
- (1) Dispose of topsoil removed from landscape excavations. Do not mix with the planting soil. Do not use as back fill or to construct saucers around pits.
  - (2) Balled and container plants shall be placed firmly upon scarified sub-grade and back filled with planting soil mixture. Remove all wire, cords, and burlap from top of root ball. Hand tamp carefully around and under ball to fill all voids. Water during back filling. Form saucer from planting soil mixture in order to retain water.
  - (3) Gently loosen outer roots of container grown plants to encourage outward growth.
  - (4) Fertilizer shall be thoroughly mixed and soaked into the top two inches of soil for all plant pits.
- M. Setting plants: Set plants uniformly 2-4" higher than surrounding grade or as necessary to provide adequate positive drainage away from roots. Slope soil gradually from saucer.
- (1) Cut rope, wire or string from top of ball after plant has been set; turn down and bury burlap.
- N. Tree transportation: The Contractor shall be responsible not only for the safe transportation of the plants to the site but also their condition upon arrival. Trees with abrasions of the bark, sunscalds, fresh cuts, or breaks of limbs that have not completely callused will be rejected. The Contractor at no additional cost will replace trees that have been damaged during transit. All plant unit costs will reflect all above listed specifications.
- O. Tree tags: All plants accepted at the nursery by the Landscape Architect shall be tagged with serialized self-locking tags. Trees delivered to the site without these tags or with broken tags will be rejected. The tags shall remain on the trees until the Landscape Architect for their removal has given the Contractor instructions.
- (1) Tree tags shall be removed immediately following the final Punch-list. The Contractor will replace any trees on which tags remain and become in grown.
- P. Planting:
- (1) Preparation: Before planting, remove any plastic wrap & any circling roots from the rootball. Handle tree only by rootball and be certain the equipment including strap and chain cradles are rated for the weight being lifted.
  - (2) Hole Width: Excavate planting hole at least two times the diameter of rootball. Rootball must be set on compacted foundation that can not settle when saturated.
  - (3) Hole Depth: Excavate planting hole at least two times the diameter of rootball.
  - (4) Equipment: Whenever possible a telehandler with side-tilt carriage forks machine rated to handle weights of rootballs and trees should be used to set rootballs in planting pits. Forks should always be carefully positioned above rootball to lift rootball by strapping on top of the rootball with four pick-up points for even weight

- distribution. Prior to setting rootball in planting pit, forks should be adjusted so that tree is plumb. Place rootball at a level where the trunk flare will be 2" above surrounding finished grade after settling.
- (5) Straight and Plumb: Maintain the tree with forks in a straight & Plumb position while Backfilling and watering.
  - (5) Backfill / water: Backfill and tamp in 6" lifts until ½ complete. Saturate the planting hole with water. After ½ backfill, watering and the tree is plumb add backfill to just below the top of horizontal ring of the wire basket, completely saturate planting hole. Adjust rootball (if necessary) by adjusting forks to make tree straight and plumb and at proper depth. Do not remove forks until tree is straight and plumb, backfill is settled and rootball is stable.
  - (6) Remove forks: After above items have been completed and the tree is straight and plumb and at proper depth, gently remove forks and also remove synthetic strap, any cardboard packaging, the top portion of the wire basket down to and including the first horizontal ring, and the burlap from the top portion of the rootball down 9-12" of the ball.
  - (7) Backfill / water: Complete the backfill & thoroughly saturate with water. Repeat this step as necessary to make absolutely certain that air pockets do not exist in the backfill.
  - (8) When soil on top of rootball is distorted or not perpendicular to the tree trunk: Even rootballs with excellent root systems grown and harvested at proper depth can sometimes become distorted during shipping and handling.
    - (a) If soil is bulging or distorted on the top surface of the rootball:
      1. Very gently tamp the area of bulging or distorted soil as much as possible so that soil is perpendicular to trunk.
      2. If soil is still bulging or distorted, very gently (with a sharp shovel or spade) cut and remove any remaining buldge.
    - (b) Rootball distortion can be minimized by:
      1. Providing as much advance notice as possible so that nurseries will be able to best manage soil moisture during harvest, loading and shipping.
      2. Coordinating scheduling so that trees will not be shipped during significant rain.
      3. Follow the previous handling planting and are specifications. When tree is handled, moved, adjusted, straightened, etc. more than the minimum steps covered above, the possibility of rootball distortion and other damage increases. Rootballs that are moved when extremely wet are the most likely to become distorted or damaged.
  - (9) Staking: Immediately after backfill has settled and the tree is straight and plumb, stake tree to provide stability until rootsystem is thoroughly established in the backfill. Stake all trees 2" caliper and over. Space two untreated wood stakes just outside of the rootball a minimum of two feet in the ground. Connect to the tree with Arbor Tie web fabric tape. Tape to be tied to form a figure eight twist that is not actually tied to the trunk of the tree allowing for movement and trunk growth. Arbor-Tie to be around tree no higher than four feet above finished grade. Check staking as needed to verify that no trunk damage has occurred. Check to confirm that tree and rootball are stable before removing staking.
  - (10) Mulch: Mulch the area over the rootball to a depth no deeper than 1 ½". Keep all mulch away from trunk flare.
  - (11) Straightening: If for any reason trees need straightening, trees can be straightened by carefully digging out all backfill around the rootball, attaching seatbelt strap to the wire basket and lifting. Never pull, push or put pressure on the trunk. If tree roots are significantly established in the backfill, it is best for the health of the trees to wait until dormancy to straighten trees since roots outside of the original rootball will be cut. Additional straightening during the first year is considered incidental.

- Q. Stockpile of trees: All plant material stored on site will be untied and/or cut loose for proper storing and inspections periodically.
- R. Pruning deciduous trees: Deciduous trees and shrubs shall be pruned only to thin out heavy growth.
  - (1) Do not top or remove terminal growing point or leader of any plant.
  - (2) Cuts over  $\frac{3}{4}$ " in diameter shall be painted with tree dressing paint. No paint containing lead shall be permitted.
- S. Mulch all planting beds and other areas designated to be mulched, with 3" "settled" depth of specified mulch type. Individual plants are to be mulched as detailed. Mulch is to be measured after settlement and maintained as specified.
- T. Removal of existing grass: The **Landscape Contractor** is to remove existing grass and weeds from all areas for planting and resodding as designated on the plans. The existing stands are to be removed to a maximum depth of 1" so as not to disturb existing tree roots where present in those areas.
  - (1) Aerate with a tined tiller to break up the upper 3" lightly not to damage tree roots. Pick up solids for discarding and cut cleanly any roots damaged.
  - (2) Spread a light layer of topsoil not more than 1" in depth over the aerated area and fine grade to meet acceptance by the Landscape Architect. Apply fertilizer and lime to these areas as specified previously under "Areas to receive sod" or "Preparation of planting beds" whichever the case may be.

#### **PART 4 CLEANUP & PROTECTION**

- A. Keep project site clean and orderly during planting operations.
- B. Clear grounds of debris, superfluous materials and all equipment upon completion of Work. Remove from site to the satisfaction of the Landscape Architect and Owner.
- C. Protect all work and materials from damage due to landscape operations and operations by other contractors, trades and trespassers. Maintain protection until Date of Substantial Completion.
- D. Contractor is responsible for theft of equipment and material at the job site before, during and after installation, until Date of Substantial Completion of Work in total.

#### **PART 5 LANDSCAPE MAINTENANCE GUIDELINES**

- A. Begin maintenance at commencement of Work of this section and continue until Substantial Completion, as part of Work of this section.
- B. Continue maintenance for a Maintenance Period of 1 month after date of Substantial Completion.
- C. Provide labor, materials, equipment and means for proper maintenance of all materials and workmanship.
- D. Supervision: submit a written report and conduct joint inspection with Landscape Architect maintenance program and procedures, at inspection for Substantial Completion.
- E. Maintenance of trees, shrubs, sod and seed: Maintain all plants in a growing, well formed, healthy condition by watering, fertilizing, pruning, weeding, spraying, wrapping, straightening, replacement or by other necessary maintenance operations.
- F. Watering: Monitor owner's automatic watering system and schedule for proper watering of all plant material.

- G. Advise Landscape Architect immediately in writing of recommended alterations due to weather or other conditions.
- H. Water landscaped areas not covered by automatic watering system as frequently as necessary to maintain proper moisture level, using the following schedule as a guide:
  - I. Twice a month during March, April, May
  - J. Once a week during June, July, August, September
  - K. No watering from October through February, except in drought conditions
- L. Fertilizing:
  - Mid March application of 23-3-3 (slow release nitrogen)
  - April 1 application of iron chalet
  - Mid April application of 12-6-6
  - August 1 application of 15-0-15
- M. Mowing: Mow grass to a height of **2-2 1/2"** when it reaches a height of **3"**, or as directed by Landscape Architect. Seeded and sodded lawns shall have at least one mowing before receiving Substantial Completion.
- N. Resodding: Rework and resod areas that fail to show a uniform stand of grass. Perform work with the same kind of sod applied and repeated until all areas are covered with a uniform stand of grass.
- O. Reseeding: Rework and reseed areas, which fail to show a uniform stand of grass. Perform work with the same kind of seed applied and repeated until all areas are covered with a uniform stand of grass.
- P. Site annual planting: Replace annual plantings according to schedule in Drawings. Blooming plants shall be in bloom at the time of planting and shall be replaced as necessary throughout specified Maintenance Period to maintain blooming condition.
- Q. Pruning: Remove dead wood as it becomes evident. Remove living portions of plants only at the direction of Landscape Architect.
- R. Wilt-proofing: Apply approved anti-desiccant to all evergreen trees during last two weeks of October (except pines).
- S. Spraying: For each spraying combine approved insecticide and fungicide to provide maximum protection for all plant materials. Three sprayings annually; in March, May and August.
- T. Weeding: Two applications (Spring and Fall) of chemical pre-emergent spray, approved. Two applications (during growing season) of chemical contact spray (Round-up, by Monsanto, or approved equal). Two days per month (every two weeks) manual weeding (by hand) during the period from March 1 through September 30; remove all visible weeds.
- U. Mulching: Keep planting areas neat and uniformly mulched to specified depth on a continuous basis. In addition to replacing and re-spreading mulch as necessitated during the maintenance period completely replenish mulch in all planting areas one time (during the last month of the one-year guarantee period or as directed by the Landscape Architect.)
- V. Straightening: Maintain plants in their stable upright position and at the proper grade by straightening and tightening staking and guying apparatus and as approved by the Architect.
- W. Clean-up: Keep all planting areas neat, weeded and uniformly mulched on a continuous basis. Clean up adjacent walks and pavement where lettered as a result of maintenance operations, on a continuous basis.
  - (1) The 1 month maintenance period following Substantial Completion will be considered a lump sum item to be addressed as included in the contract.

**PART 6 ACCEPTANCE & GUARANTEE**

- A. Substantial Completion: Submit written requests for inspection for Substantial Completion to the Landscape Architect at least three calendar days prior to anticipated date of inspection and testing.
- B. Substantial Completion cannot be granted and at the same time no further applications for payment shall be for more than 85% or less if the owner requests of the Contract until there has been a walk-through for planting at which time a "punch-list" will be written consisting of items to be addressed and corrected by the Contractor immediately. Depending on the extent of work on the "punch-list", the Landscape Architect will determine the job to be "Substantially Complete" or pending the completion of the "Punch-list".
- C. Submit Record Drawings and Maintenance manuals to the Landscape Architect with written request for inspection.
- D. Review the "punch-list" work jointly with the Owner and Landscape Architect for Substantial Completion of the total (contract) work. (See "General Conditions")
- E. Upon completion of repairs and replacements found necessary at the time of review, the Owner and Landscape Architect will confirm the date of Substantial Completion and issue the **Written Notice of Completion** if all items on the punchlist have been completed. If necessary, another punchlist will be written to itemize and deficiencies still existing and will be attached to the **Written Notice of Completion**. The contractor shall complete all "punchlist items within 30 days while continuing maintenance. Landscape Contractor is responsible for the Landscape Architect's time after one subsequent review for completion of punchlist.
- F. The date of Substantial Completion will constitute the beginning date of the One-Year Guarantee. This date also constitutes the beginning of warranty responsibilities and acceptance by the Owner and Landscape Architect.
- G. Guarantee all work, products, equipment and materials for one year, beginning at the Date of Substantial Completion as per **Written Notice of Completion**.
- H. Make good any damage, loss destruction or failure. Repairs and replacements shall be done promptly and at no additional cost to the Owner.
- I. Repair damage to grade, plants and other work as necessary.
- J. If the replacement is not acceptable during or at the end of the Guarantee Period, the Owner may elect either subsequent replacement or credit. Replacement products shall have a similar one-year guarantee from the time of replacement.

**END OF SECTION**

SECTION 03301  
**CAST-IN-PLACE CONCRETE**

PART 1 - GENERAL

1.01 SCOPE:

This section covers Cast-In-Place Concrete, including all materials, labor, equipment and services necessary to complete this work. General Conditions, Supplementary Conditions, and applicable portions of Division 1 apply to work of this section.

1.02 REFERENCE SPECIFICATIONS:

The following reference specifications are hereby made a part of this specification as if fully reproduced herein:

- A. ACI 301 *Specifications for Structural Concrete for Buildings*
- B. ACI 306 *Recommended Practice for Cold Weather Concreting*
- C. ACI 315 *Manual of Practice for Detailing Reinforced Concrete Structures*
- D. ACI 318 *Building Code Requirements for Reinforced Concrete*
- E. ACI 347 *Recommended Practice for Concrete Form Work*
- F. ASTM C94 *Ready-Mixed Concrete*

1.03 QUALITY ASSURANCE:

- A. Contractor shall employ a testing laboratory, approved by Architect, to perform concrete tests. Included in the responsibilities for concrete testing are the taking, handling, protecting and storing of test specimens, and the accurate reporting of compressive strength, weight of cylinders, content of concrete, slump, air content, and location of concrete. If the concrete fails to meet any part of the specifications, immediately notify Architect for instructions. Payment for tests will be made by Contractor. See QUALITY CONTROL section in Division 1.
- B. Obtain samples in accord with ASTM C31-69. Perform compression tests per ASTM C39-72; air content tests per ASTM C 173-78; slump tests per ASTM C 143-78. Make four (4) test cylinders of each type of concrete for each 100 cubic yards in each day's placing.
- C. Test one cylinder at seven (7) days and one set of two cylinders at 28 days for compressive strength. If the cylinders tested at 28 days do not indicate design strength, the remaining cylinder will be tested at a later time as directed by the Architect.
- D. Additional tests may be required if evidence of faulty workmanship, failure of laboratory tests, or questionable concrete exists. Additional tests shall be paid for by the Contractor, without additional cost to the Owner.

1.04 CONCRETE QUALITY DESIGN

- A. Establish concrete mix design proportions in accord with ACI 318-77, Chapter 4. If a suitable past record of strength test performance is not available, select proportions which produce an average of at least 1,200 psi greater than the specified strength for each type of concrete required.
- B. Retain ready-mix delivery tickets at job site for inspection by Architect.

1.05 SUBMITTALS:

Submit two (2) copies of the laboratory test report indicating type of concrete furnished, compressive strength, slump, air content, and water added to concrete after batching.

1.06 DEFECTIVE CONCRETE:

Where concrete fails to meet specified strength or where defects which cannot be repaired exist, the work shall be removed and replaced at Contractor's expense with work which meets specification requirements. The Contractor is solely responsible for furnishing concrete of the strength, quality, and appearance specified.

PART II - PRODUCTS

2.01 FORMS:

A. FOR EXPOSED CONCRETE:

Materials shall be B-B Plyform DFPA Class 1, exterior 3/4" thick or metal forms.

B. EXPANSION JOINTS:

Shall be 1/2" thick full depth of slab and shall comply with ASTM D 1751.

2.02 GRAVEL FILL:

3/4" and smaller (N. 78) crushed limestone washed free of fines.

2.03 REINFORCING:

A. REINFORCING STEEL:

ASTM A 615, Grade 60.

B. WELDED WIRE FABRIC:

ASTM A 185, W2 x W2 unless noted otherwise on drawings.

C. TIE WIRE:

Annealed wire, 16 gauge or larger.

D. ACCESSORIES:

Accessories used in exposed concrete shall be galvanized except footing and slab-on-grade reinforcement may be supported on solid blocks of concrete or concrete brick. Clay brick is not acceptable.

2.04 CONCRETE MATERIALS AND ADMIXTURES:

A. PORTLAND CEMENT:

ASTM Specification C 150, Type I or III. One brand of cement shall be used for all exposed work.

B. AGGREGATE:

1. Normal Weight Concrete:

a. Fine: ASTM C 33.

b. Coarse: ASTM C 33, size 57.

2. Exposed Aggregate Concrete Coarse:

AHD size #8910, brown river gravel.

C. AIR ENTRAINING ADMIXTURES:

ASTM C 260.

D. WATER REDUCING ADMIXTURES:

ASTM C 494, Type A.

E. WATER:

Clean potable water, free of elements which could adversely affect concrete and embedded items. Calcium Chloride shall not be used.

2.05 TYPES OF CONCRETE:

- A. CONCRETE NOT EXPOSED TO WEATHER:  
3,000 psi at 28 days, 4% to 6% air entrainment, slump of 2" to 6".
- B. CONCRETE EXPOSED TO WEATHER:  
Same as interior except 4,000 psi, unless noted otherwise on drawings.

2.06 CURING COMPOUND:

Meet requirements of ASTM C 309, Type I, with allowable moisture loss of 0.055 gms per square cm. Compound shall be clear or translucent, non-staining causing no adhesion problems with specified coverings and have a flash point above 100 degrees F.

2.07 BOND BREAKER:

30# and 90# asphalt saturate roofing felt.

2.08 ANCHORAGE ITEMS:

- A. Anchorage items such as slots, inserts, bolts, sleeves, etc., shall be of standard manufactured and of approved types.
- B. Slots for anchoring masonry shall be dovetail type, minimum 24-gauge, galvanized steel, with felt or fiber filler strips.

PART III - INSTALLATION

3.01 FORMS:

- A. EARTH FORMS:  
May be used for footing forms providing earth is clean cut and bottoms are level and sound.
- B. FORMS:  
Construct to shape, lines, grades and dimensions indicated on drawings. Make forms substantial and tight to prevent leakage of concrete and brace or tie together to maintain position and shape of finish work within tolerances specified without deflecting under the dead load weight of the liquid concrete.
- C. Forms for Cylindrical Columns and Supports: Metal, glass-fiber-reinforced plastic, or paper or fiber tubes that will produce smooth surfaces without joint indications. Provide units with sufficient wall thickness to resist wet concrete loads without deformation.

3.02 REINFORCEMENT:

- A. METAL REINFORCEMENT:  
Where not otherwise shown on drawings, thickness of concrete over reinforcement shall be as follows:  
  
Slabs.....3/4" clear to top and bottom.  
Slabs-On-Ground..2" clear to top.  
Footings.....3" clear to sides and bottom, 2" clear to top.
- B. WIRE MESH:  
Install wire mesh reinforcing, size as indicated on drawings. Lap joints 6" and extend mesh to within 1" of sides and ends of slabs.

- C. INSPECTION:  
Before concrete is placed, inspect to see that reinforcing steel is of proper size and placement, and that items to be embedded in concrete are positioned correctly.

3.03 CONDITION OF SURFACES:

- A. Notify Architect at least 48 hours before starting concrete placement. Do not start concrete placing until Architect has approved surfaces, reinforcement placement, and other embedded items.
- B. Place no concrete until reinforcement and other embedded items are positioned and secured.
- C. Forms, surfaces, and trenches shall be free from water, mud, ice, frost and debris when concrete is placed.
- D. Wet surfaces before placing concrete.

3.04 PLACING OF CONCRETE:

- A. Do not place concrete when temperature is below 40 degrees F. (45 degree C) or forecast to go below 40 degrees F within 24 hours, unless adequate heating and protecting equipment is on hand to warm concrete. In these circumstances, use heating and protecting equipment continuously until concrete has set and for at least 72 hours after placing.
- B. Perform cold weather concrete work in accord with ACI 306R-78. Perform hot weather concrete work in accord with ACI 305R-77.
- C. Place concrete in manner to prevent segregation of mix. Truck mixer shall discharge mix within one hour of initial mixing. No concrete shall be placed which has been discharged from mixer more than 30 minutes.
- D. Mechanically vibrate concrete while being placed with internal type vibrator. Vibrate concrete as necessary to produce a dense, homogenous mass, free of air bubbles and honey combing. Take care not to separate materials by excessive vibrating. Vibrator shall not be used as a transporting facility.

3.05 BUILT-IN ITEMS:

- A. Install items specified to be furnished under other sections as concrete work progresses.
- B. EXPANSION JOINTS:  
Install 1/2" thick x full slab thickness expansion joints where indicated on drawings and at all walls, columns, etc. Cut filler strips down to top surface of slabs.

3.06 FINISH:

- A. After placing concrete, screed to levels and slopes indicated. Do not use tamping tools to force aggregate away from surface.
- B. When the water sheen has disappeared, use a wood float to bring concrete to a true level or slope as indicated. The maximum allowed variation from a true plane shall be 1/4" (6mm) in 10'-0" (90mm) after floating, but before troweling. Trowel finish all interior floor slabs. Broom finish all exterior concrete walks and pads, rub finish all exposed vertical surfaces and retaining walls.

- C. TROWELED FINISH:  
After concrete has hardened sufficiently to bear a man's weight without imprint, trowel with power and hand tools. Remove small imperfections left by troweling until a ringing sound is produced as the trowel is moved over the surface. No repair or rubbing of concrete surfaces shall be made prior to inspection and approval by the Architect. Do not use dry materials, such as sand and cement, on surfaces during finishing. Maximum variation in troweled surfaces shall be 1/8" in 10'-0".
- D. BROOM FINISH:  
Immediately after trowel finishing, slightly roughen concrete surface by brooming in direction perpendicular to main traffic route. Coordinate required final finish with Architect before application.
- E. SCRATCH FINISH:  
Shall consist of removing surface water and laitance and roughening the surface with a stiff brush to leave the aggregate slightly exposed and rough to provide good mechanical bond.

3.07 SCHEDULE OF FINISHED ON FLATWORK:

- A. BROOM FINISH:  
All exterior platforms, steps, landings and walkways, after which a coating of concrete sealer shall be applied to seal from mud stains.
- B. STEEL TROWELED FINISH:  
All interior floor slabs which are to be exposed or covered with floor covering.

3.08 CURING:

- A. WETTING METHOD:  
Place garden type soaker hose on concrete immediately after finishing is complete. Adjust water flow from hose to keep a constant film of water on slabs for at least seven (7) days.
- B. CURING COMPOUND METHOD:  
Apply compound immediately after finishing operation is completed. Apply curing compound in accord with manufacturer's directions, covering all surfaces.
- C. If the strength of concrete at seven (7) days does not meet 2/3 of the specified strength, continue curing by wet method prescribed above until tests indicate that concrete has achieved specified strength.

3.09 PROTECTION:

- A. Protect finished concrete against traffic for at least 48 hours. Erect barriers as necessary to protect uncured areas. Provide wood covers to protect concrete step-ups from all construction traffic.
- B. Protect concrete from abusive traffic, paint and other stains.

3.10 CLEAN-UP:

Remove stains and mortar spills from floors and other materials. Leave areas free from any debris. Remove excess materials, equipment and debris from site.

END OF SECTION

SECTION 05500  
**METAL FABRICATIONS**

PART I - GENERAL

1.01 SCOPE:

This section covers Metal Fabrications, including all materials, labor, equipment, and services necessary to complete this work. General Conditions, Supplementary Conditions and applicable portions of Division 1 apply to work of this section.

1.02 QUALITY CRITERIA:

A. ALLOWABLE TOLERANCES:

Machine, field and shop assemble mechanical joints to fit within plus/minus 1/32". Install free-standing items to plus/minus 1/4" of proper position. Sizes of each element of an assembly shall be correct within 1/8". Total size of a free-standing assembly shall be correct within 1/2".

B. APPLICABLE STANDARDS:

Comply with the requirements of the following, except where more stringent requirements are specified:

1. American Institute of Steel Construction (AISC) "Specifications for the Design, Fabrication, and Erection of Structural Steel for Buildings", 1978 edition with supplements.
2. American Welding Society (AWS).
  - a. AWS D1.1-80, "Structural Welding Code."
  - b. AWS B3.0-77, "Welding Procedure and Performance Qualification."
3. American Iron and Steel Institute (AISC).
4. American Society for Testing and Materials (ASTM).

C. QUALIFICATIONS OF WELDERS:

1. Welders shall have passed AWS D1.1-80 qualification tests for type of welding required within the past 12 months.
2. Contractor shall require any welder to re-take the qualification test, when, in the opinion of the Architect, the work of the welder creates a reasonable doubt as to the proficiency of the welder. Re-qualification tests shall be conducted at no additional expense to the Owner. Re-certification shall be submitted to Architect after the welder has passed the re-test.

PART II - MATERIALS

2.01 GENERAL REQUIREMENTS:

- A. Materials shall have structural properties necessary to withstand strains and stresses on a permanent basis, free of defects in strength, durability and appearance.
- B. Exposed surfaces shall have same texture and color as similar items throughout the project.
- C. Fasteners shall be non-corrosive, non-staining, and concealed where possible unless indicated otherwise on drawings. Exposed fasteners shall be same materials, color and

finish as materials to which applied, countersunk and finished flush.

- D. Remove slag and prime paint concealed welds. Exposed welds shall be ground smooth to form neat, uniform fillet without weakening base metal and finished same as adjacent surfaces.
- E. Molded, bent or shaped members shall be formed with clean, sharp and straight surfaces free of dents, scratches, cracks and other defects.
- F. Provide necessary anchors, bolts, shims, and accessories of size, kind, and type necessary for a complete installation.

## 2.02 STRUCTURAL MATERIALS:

- A. STRUCTURAL STEEL SHAPES:  
Meeting ASTM A36-81a.
- B. HOT-ROLLED CARBON STEEL SHEETS AND STRIPS:  
Meeting ASTM A568-81 and ASTM A570-79; Grade B.
- C. COLD-ROLLED CARBON STEEL SHEETS:  
Meeting ASTM A366-72 (1979).
- D. STEEL PIPE:  
Meeting ASTM A53-81a, Type S, Grade A.
- E. ALUMINUM:  
6063-T6 alloy meeting ASTM B221-82.
- F. PRIMER PAINT:  
Compatible with required finish coats of paint. Coordinate selection of metal primer with finish paint requirements specified in Painting section.

## 2.03 MISCELLANEOUS CONSTRUCTION:

In addition to items specified in this section, provide items indicated or required to complete the work, including, but not limited to, the following:

- A. ASSORTED ITEMS:
  - 1. Structural supports for signage.
  - 2. HANGER RODS NOT PROVIDED BY OTHER TRADES:  
In size and length indicated or required, threaded full length or at ends. Anchors, exterior galvanized. Interior, mild steel.

## PART III - EXECUTION

### 3.01 FABRICATION:

- A. Form work true to line and level with accurate angles and surfaces and straight sharp edge. Ease exposed edges to radius of approximately 1/32". Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.
- B. Weld corners and seams continuously and in accord with AWS recommendations. Grind exposed welds smooth and flush, to match and blend with adjoining surfaces.
- C. Provide anchorage of appropriate type for supporting structure. Fabricate and space

anchoring devices as required to provide adequate support.

3.02 SHOP PRIME PAINTING:

Remove scale, rust, and other deleterious materials and apply one (1) shop coat of primer paint. Coat anchors built into masonry with asphalt paint unless galvanized. Metal work encased in concrete shall be left unpainted unless specified otherwise. Hot-dip galvanized or zinc-coated metals shall be chemically treated to produce a surface the primer paint will bond to.

3.03 PREPARATION:

A. INSERTS AND ANCHORAGES:

Furnish inserts and anchoring devices which must be set in concrete or masonry to other trades sufficiently in advance for proper installation.

B. COORDINATE:

Setting drawings, diagrams, templates, and instructions, for installation of concrete and masonry inserts, anchor bolts and miscellaneous items having integral anchors, which are to be embedded in concrete or masonry construction.

C. SHOP ASSEMBLY:

Pre-assemble items in shop to greatest extent possible to minimize field splicing and assembly of units at project site. Dis-assemble units only to extent necessary for shipping and handling limitations. Mark units for coordinated installation.

3.04 INSTALLATION:

A. Provide anchorage devices and fasteners where necessary for securing items to in-place construction, including threaded fasteners for concrete inserts, toggle bolts and through bolts.

B. Perform cutting, drilling, and fitting required for installation of work. Set work in location, alignment, and elevation, plumb and level, true and free of rack and stress.

C. Fit exposed connections together to form tight hairline joints. Field weld connections which cannot be shop welded. Grind joints smooth and touch-up shop primer coat.

D. Leave metal fabrication items ready to receive finish, where applicable, in accord with Painting section.

3.05 CLEAN-UP:

Remove all excess materials and debris from site.

END OF SECTION

# Guide Specification Section 07760

## Boulevard Thermally-Modified Structural Wood Tiles

### 1.0 GENERAL

#### 1.1 WORK INCLUDED

- A. Provision of complete, pre-engineered wood tiles

#### 1.2 RELATED WORK

- A. Section 033000 Cast-in-Place concrete
- B. Section 042200 Concrete Masonry Units
- D. Section 061520 Composite Synthetic & Other Decking
- I. Section 321400 Unit Pavers

#### 1.3 REFERENCES

- A. American Wood Protection Association (AWPA)
  - Guidance Document N – *Data Requirements for Listing Thermally Modified Wood*
  - Standard U1 - *Use Category System: User Specification for Treated Wood*
  - Standard E1- *Method for Laboratory Evaluation to Determine Resistance to Subterranean Termites*
  - Standard E7 - *Method of Evaluating Wood Preservatives by Field Tests with Stakes*
  - Standard E9 - *Field Test for the Evaluation of Wood Preservatives to be Used in Non-Soil Contact*
  - Standard E10 - *Method of Testing Wood Preservatives by Laboratory Soil-Block Cultures*
  - Standard E12 - *Method of Determining Corrosion of Metal in Contact with Treated Wood*
  - Standard E14 - *Method of Evaluating Wood Preservatives in a Soil Bed*
  - Standard E21 - *Test Method for the Evaluation of Preservative Treatments for Lumber and Timbers Against Subterranean Termites in Above-Ground, Protected Applications*
- B. American Society for Testing and Materials (ASTM)
  - ASTM D5664 - *Standard Test Method for Evaluating the Effects of Fire-Retardant Treatments and Elevated Temperatures on Strength Properties of Fire-Retardant Treated Lumber*
  - ASTM D3201 - *Standard Test Method for Hygroscopic Properties of Fire-Retardant Wood and Wood-Based Products*
  - ASTM E1354 - *Standard Test Method for Heat and Visible Smoke Release Rates for Materials and Products Using an Oxygen Consumption Calorimeter*

#### 1.4 SUBMITTALS

- A. Product Data: Manufacturer's standard catalog cut sheets, including storage, handling and installation instructions.
- B. Shop Drawings: Contractor to submit shop drawings indicating the tile size, pattern and grid layout, starting point and finished elevation as endorsed by the manufacturer or its approved representative.
- C. Samples as required for typical wood color & characteristics

#### 1.5 DELIVERY, STORAGE AND HANDLING

- A. Inspect tiles after delivery for signs of damage during transit.
- B. Protect tiles from damage during storage and handling.
- C. Store tiles out of sunlight. Do not allow tiles to be stored tightly wrapped in plastic.

#### 1.6 PROJECT CONDITIONS

- A. Contractor to provide adequate structural support for tiles and/or pedestals.
- B. Tiles and pedestals are designed for pedestrian traffic only. Other heavy architectural elements require additional support. Surfaces must be bounded by blocking or walls, whether on rooftops or on grade.

#### 1.7 WARRANTIES

- A. Standard manufacturer's warranty against defect in materials or workmanship, outlining terms & conditions for minimum period of three years from installation.

### 2.0 PRODUCTS

#### 2.1 ACCEPTABLE PRODUCTS/MANUFACTURERS

- A. Boulevard thermally-modified Structural Wood Tiles provided by Tournesol Siteworks, 30955 San Antonio St., Hayward, CA 94544 Tel: (800)542-2282 FAX (510)471-6243 or approved equal.

#### 2.2 THERMALLY-MODIFIED STRUCTURAL WOOD TILES

- A. Materials
  - 1. Slats and supports shall be manufactured from Boulevard thermally-modified wood, certified conforming to AWPA Use-Class UC3B, Above Ground, Exposed (see AWPA Guidance N for required tests). Tile manufacturer should be able to present certification, and documentation of the quality processes used during thermal modification. Base woods shall be FSC-certified Red Oak or Ash (if forest sourced), or certified Urban Forest Products Alliance (UFPA) urban-sourced wood. Tiles shall be sourced & processed entirely in the U.S. Manufacturer shall provide certification of Class A fire spread rating.
  - 2. Fasteners shall be star-head stainless steel wood screws designed for outdoor applications.
- B. Construction
  - 1. Structural wood slats shall be glued with waterproof wood glue prior to fastening with wood screws
  - 2. Wood screws shall be located a minimum of 1" from end of each slat, and each hole shall be pre-drilled prior to screwing.

3. Slats shall be available in either grooved/anti-slip or smooth tread, as determined by architect
  4. Corners shall be notched with  $\frac{1}{4}$ " wide x 1" slot to accommodate tile fastener
- C. Color: Medium brown/190deg toast. Dark brown/210deg toast is available as special order. Color and appearance is a natural feature of wood, and may vary slightly from slat to slat and tile to tile. Wood will naturally patina when left untreated.
- D. Sizes: 23-7/8" x 23-7/8" x 1-5/8" (weight 13 lbs), 47-7/8" x 23-7/8" x 1-5/8" (weight 26 lbs)

### 2.3 TILE ACCESSORIES

#### A. Structural Wood Tile Fastening System

1. For use with VersiJack or Spirapave paver support systems
2. Part No. EA-TF01 fastener required with each pedestal. Includes  $\frac{1}{4}$ " spacer tab, sliding fastener support and SS304 attachment screw. Sliding fastener shall allow for removal of two tiles at a time.

### 3.0 EXECUTION

#### 3.1 PREPARATION

- A. Surface on which tiles will be placed must be capable of supporting load, clean and free of debris.
- B. The finished elevation less the timber deck or paver thickness shall be established and marked around the perimeter with laser leveling devices or other water level
- C. Mark grid lines representing intersections of pavers across area, corresponding to plans.

#### 3.2 INSTALLATION

- A. Boulevard Structural Wood Tiles may be cut, drilled, or otherwise modified similar to red oak or ash lumber. No special precautions or tools are required.
- B. For installation on pedestals, refer to paver support manufacturer's instructions.
- C. For installation on joist systems, refer to engineer's or architect's plans.

#### 3.3 POST-INSTALLATION

- A. Repair or touch-up any damaged tiles
- B. Inspect that all paver spacing is  $\frac{1}{4}$ " on all sides and at edge of deck.
- C. Verify that the entire deck is contained, and that no areas are unsupported
- D. Inspect that there is no "rocking" of tiles on pedestals
- E. Perform periodic inspections of deck to ensure that structural wood tiles do not separate or rock, creating a tripping hazard. If tiles are fire-proofed, reapplication of fire retardant coating should be performed every 3-5 years.

# **Guide Specification**

## **Section 07760 Roof Pavers**

### **VersiJack Deck & Paver Pedestals**

#### **1.0 GENERAL**

##### **1.1 WORK INCLUDED**

- A. Provision of complete, pre-engineered deck & paver pedestals.

##### **1.2 RELATED WORK**

- A. Section 033000 Cast-in-Place concrete
- B. Section 042200 Concrete Masonry Units
- C. Section 044100 Dry-Placed Stone, US, Mexican & Canadian Quarries
- D. Section 061520 Composite Synthetic & Other Decking
- F. Section 075000 Membrane Roofing
- G. Section 077200 Roof Accessories
- G. Section 077600 Roof Pavers
- H. Section 096900 Access Flooring
- I. Section 321400 Unit Pavers

##### **1.3 SUBMITTALS**

- A. Product Data: Manufacturer's standard catalog cut sheets, including storage, handling and installation instructions.
- B. Shop Drawings: Contractor to submit shop drawings indicating the paver size, pattern and grid layout, starting point and finished elevation as endorsed by the manufacturer or its approved representative.

##### **1.4 DELIVERY, STORAGE AND HANDLING**

- A. Inspect pedestals after delivery for signs of damage during transit.
- B. Protect pedestals and their boxes from damage during storage and handling.
- C. Store pedestals out of harm's way, in their original packaging.

##### **1.5 PROJECT CONDITIONS**

- A. Contractor to provide adequate structural support for pedestals. Surfaces to receive pedestals shall have at least a wood float finish, and be clean and free of debris that will impair performance of pedestals. Concrete substrate must be cured for a minimum of 28 days and dried.
- B. Surfaces supported by pedestals are designed for pedestrian traffic only. Other heavy architectural elements require additional support. Surfaces must be bounded by blocking or walls, whether on rooftops or on grade.
- C. Roof surfaces covered by insulation (either on top of or integrated into the roofing membrane) must have a minimum of 40psi bearing capacity.
- D. On grade surfaces should be compacted, and have adequate drainage.

#### **2.0 PRODUCTS**

## 2.1 ACCEPTABLE PRODUCTS/MANUFACTURERS

A. VersiJack high strength, height-adjustable and indexing slope-compensating pedestals and accessories provided by Tournesol Siteworks, 30955 San Antonio Rd., Hayward, CA 94544 Tel: (800) 542-2282 FAX (510) 471-6243 or approved equal.

## 2.2 HEIGHT ADJUSTABLE AND SLOPE CORRECTING PEDESTALS

### A. Materials

1. Pedestals shall be manufactured in 100% post-consumer recycled polypropylene

### B. Construction

1. Polypropylene screw-adjustable pedestals with range from 1.5" to 40".
2. Pedestals shall be capable of indexing slope compensation either at the base or at the top, and will be secured with locking rings.
3. Pedestal shall have an open internal core for additional ballast, and drainage holes at the base to avoid water retention and prevent bacteria, mold or mildew.
4. Pedestals shall have paver spacer tabs ranging from 1/16" to 3/8", adjustable width beam support, and spacers for irregular-shaped pavers.
5. Pedestals shall support 20 kN (4496 lbf), which will support up to 3600 lbs.

### C. Color: Black

### D. Sizes: 6-3/8" diameter for all models

|          |                         |
|----------|-------------------------|
| EVJ-0000 | 1-1/2" – 2" range       |
| EVJ-000  | 2" – 3" range           |
| EVJ-00   | 3" – 4-5/8" range       |
| EVJ-0    | 4-5/8" – 8" range       |
| EVJ-1    | 8" – 11" range          |
| EVJ-2    | 11" – 17-1/2" range     |
| EVJ-3    | 14" – 20-3/4" range     |
| EVJ-4    | 17-1/4" – 27-1/4" range |
| EVJ-5    | 20-3/8" – 30-3/8" range |
| EVJ-6    | 23-1/2" – 36-3/8" range |
| EVJ-7    | 26-5/8" – 40" range     |

## 2.3 PEDESTAL ACCESSORIES (OPTIONAL)

### A. Indexing Slope Compensation

1. Platform slope compensation: Indexing top slope compensation from 0-5% in 1% increments. 6-3/8" diameter, accepts either paver spacer tab or bearer support. 100% post-recycled consumer polypropylene.
2. Base slope compensation: Indexing basal slope compensation from 0% - 5% in 1% increments. 9" diameter. 100% post-recycled consumer polypropylene.

### B. Paver Spacer Tabs

1. Fixed-width spacer tabs: Available in 1/16", 1/8", 1/4", and 3/8" widths, may be used with any height VersiJack, with or without platform slope compensation. 100% post-recycled consumer polypropylene.
2. Variable angle spacer tabs: For use with irregular or non-rectangular pavers and tiles. 100% post-recycled consumer polypropylene.

C. Beam Support: For use with or without platform slope compensation, supports all beams, joists, and stringers between 1-3/4" and 3-3/4". 100% post-recycled consumer polypropylene.

- D. Adjusting Shims: For minor adjustment required for pedestals, or use on their own. Flexible neoprene shims in 1mm and 2mm (.039" & 0.078").
- E. Power pedestal adjusting tool: Pedestal turning tool may be fastened to standard drill for faster adjustment of pedestals to correct levels.

### 3.0 EXECUTION

#### 3.1 PREPARATION

- A. Surface on which the pedestals will be placed must be capable of supporting load, clean and free of debris.
- B. The finished elevation less the timber deck or paver thickness shall be established and marked around the perimeter with laser leveling devices or other water level
- C. Mark grid lines representing intersections of pavers across area, corresponding to plans.

#### 3.2 INSTALLATION

- A. For installation of pavers in large areas, one paver shall be installed onto 4 pedestals at random positions at every 2000 sq. ft. The paver shall be installed at the correct elevation using a laser leveling device (or water level) and serve as reference point to verify exact elevation of remaining pavers.
- B. Checks shall be made constantly for correct elevation of the installed beam supports or pavers using laser level, automatic leveler or mason's line.
- C. Minor irregularities in beam or paver thickness may be compensated for by use of neoprene shim.
- D. Paver spacer tabs may be snapped off to accommodate perimeter and corner pedestals.
- E. Slope compensation shall be indexed in 1% increments to the slope of the roof. The yellow arrow should always be pointing directly up slope.
- F. Locking rings shall be used where possible for maximum strength and long-term stability of pedestals.
- G. Complete raised finish level shall be sturdy, rigid and free of overall rocking, rattles, squeaks, and noises. Finished floor shall be level within +/- 1/8", and +/- 1/16" in any 10' direction.
- H. For pedestal heights in excess of 24", stainless steel bracing wires should be inserted through the bracing tabs on the extenders for stability.

SECTION 09900  
**PAINTING**

PART I - GENERAL

1.01 SCOPE:

This section covers Painting and finishing, including all materials, labor, equipment, services, and necessary surface preparation to complete this work. General Conditions, Supplementary Conditions, and applicable portions of Division 1 apply to work of this section.

1.02 RELATED WORK SPECIFIED IN OTHER SECTIONS:

- A. Shop Prime Coat
- B. Special Coatings

1.03 GENERAL:

- A. Examine specifications and drawings for various other trades and become familiar with all their provisions regarding painting.
- B. Surfaces that are left unfinished by requirements of other sections shall be painted or finished as part of the work of this section.

1.04 SURFACES NOT TO BE PAINTED:

- A. PLATED METAL:  
Except galvanized metal.
- B. NON-FERROUS METAL:  
Unless scheduled to be painted.
- C. STAINLESS STEEL:  
Unless scheduled to be painted.
- D. PRE-FINISHED METALS:
- E. EXTERIOR CONCRETE OR MASONRY:  
Unless scheduled to be painted.
- F. FACTORY FINISHED ITEMS:  
Such as flooring, acoustic tile, glass, aluminum, finish hardware, etc.
- G. OTHER SURFACES:  
Those noted on drawings or specified herein as NOT requiring painting.

1.05 DELIVERY AND STORAGE:

- A. DELIVERY:  
Deliver materials to job in manufacturer's original unopened containers with labels intact and seal unbroken and with manufacturer's application instructions printed thereon.
- B. STORAGE:  
Store material and painter's tools in a single room assigned for this use only. Keep storage

- place heated to above 60 degrees F, clean and neat.
- 1.06 SUBMITTALS:
- A. MATERIALS LIST:  
Submit three (3) copies of materials list of products to be provided. This submittal shall include fully identifying product names and catalog numbers.
  - B. SITE SAMPLES:  
For each wall color, paint one (1) 4'-0" wide by full height section of wall, on site, where instructed by Architect. This approved sample wall shall remain as an example of work required.
- 1.07 COOPERATION WITH OTHER TRADES:
- A. Schedule and coordinate work of this section with other trades. Do not proceed until other work and/or job conditions are suitable to produce acceptable results.
  - B. Examine specifications for various other trades and become familiar with all their provisions regarding painting. Surfaces that are left unfinished by requirements of other sections shall be painted or finished as part of the work of this section.
- 1.08 MAINTENANCE MATERIALS:  
At completion of project, deliver the following maintenance materials to the Owner:
- A. PAINTED SURFACES:  
One gallon of each final coat, the exact to match of final coat in sheen and color, together with instructions on ingredients required to achieve final results together with complete description of undercoats.
  - B. STAINED OR NATURAL SURFACES:  
One gallon of touch-up material with a description of ingredients together with complete step by step instructions on how finish was achieved.
  - C. Mark each container with color and room names or number where paint was used, without obscuring manufacturer's label

## PART II - MATERIALS

- 2.01 ACCEPTABLE MANUFACTURERS:  
Subject to compliance of the contract documents, provide materials by one of the following manufacturers:
- A. ICI Dulux (Glidden) – Identified in schedules as ICI, [www.dulux.com](http://www.dulux.com)
  - B. Pittsburgh Paints – Identified in schedules as PP, [www.ppg.com](http://www.ppg.com)
  - C. Sherwin Williams – Identified in schedules as SW, [www.sherwin-williams.com](http://www.sherwin-williams.com)
- 2.02 PAINT:
- A. Should a substitution of manufacturer be desired, submit proposed substitution for each type of material called for in list form, showing the identification number of each proposed substitution compared to identification number of each specified material.
  - B. Paint shall be well-ground, shall not settle badly, cake or thicken in container, shall be readily broken with a paddle to a smooth consistency, and shall have easy brushing properties.
  - C. Deliver paint to job ready-mixed, except for tinting of undercoats and possible thinning.

- D. Thinning and tinting materials shall be as recommended by manufacturer for particular material to be tinted or thinned.
  - E. Successive coats of material applied to a surface shall be of compatible chemical composition.
- 2.03 PUTTY:  
Non-bleeding base type.
- 2.04 LINSEED OIL:  
Boiled conforming to ASTM D260.
- 2.05 TURPENTINE:  
Gum spirits, steam distilled, sulfate wood and destructively distilled conforming to Federal Specification TT-T-801.
- 2.06 APPLICATION EQUIPMENT:  
Provide application equipment of adequate and appropriate size and type for work and workmanship specified.
- 2.07 ACCESSORY EQUIPMENT:  
Provide ladders, scaffolding, drop cloths, maskings, scrapers, tools, sandpaper dusters, cleaning solvents, and waste as required to perform work and achieve results specified, including moisture testing equipment.

PART III - APPLICATION & WORKMANSHIP:

- 3.01 JOB, WEATHER & TEMPERATURE CONDITIONS:
- A. Do no exterior painting when temperature is below 50 degrees F., while surface is damp, during cold, foggy, rainy, or frosty weather, or when temperature is likely to drop to freezing within 24 hours. Avoid painting surfaces while they are exposed to hot sun.
  - B. Before painting is started, broom-clean and remove excessive dust from areas to be painted.
  - C. Provide adequate illumination in all areas where painting operations are in progress.
- 3.02 INSPECTION OF SURFACES:
- A. Before starting work, inspect surfaces to be painted, or finished for defects which cannot be corrected by the procedures specified in the "Preparation of Surfaces" paragraph in this section.
  - B. Report all defects which could prevent proper painting or finishing to Architect.
  - C. DO NOT paint or finish improper surfaces.
  - D. Commencing of work shall constitute acceptance of surface as proper to receive paint of finish specified.
- 3.03 PREPARATION OF SURFACES:
- A. GENERAL:
    - 1. Prepared surfaces shall be clean, dry, smooth, even, true to plane, free of foreign materials which could adversely affect adhesion or appearance of coating.

2. Remove or mask electrical plates, hardware, light fixture trim, and similar fittings prior to beginning painting operations.

B. WOOD:

Sand smooth. Wash sap spots and knots with mineral spirits. When dry, touch up spots, knots and sap wood with shellac sealer. After prime coat has dried, fill voids with a putty tinted to final color.

C. FERROUS SURFACES:

1. Remove dirt and grease with mineral spirits and wipe dry with clean cloths.
2. Remove rust, mill scale, and defective paint down to sound surface, using scraper, sandpaper or wire brush as necessary. Grind, if necessary, to remove shoulders at edge of sound paint to prevent flaws from photographing through finish coats.
3. Touch up bare metal and damaged shop coats with specified rust-inhibitive primer.
4. Touching up shop primer coat on ferrous metal surfaces of items installed adjacent to plaster, concrete, masonry and stucco, prior to any openings between metal surfaces and adjacent surfaces being filled in or caulked.
5. Where shop prime coat on ferrous metal surfaces is touched up as required above, the metal coat listed in paint schedule may be omitted.

D. GALVANIZED SURFACES:

1. Remove dirt and grease with mineral spirits and wipe clean with clean cloths.
2. Pre-treat galvanized steel surfaces with proprietary acid bound resinous or crystalline zinc phosphate preparation, prior to painting, unless manufacturer of primer used, directs otherwise.

3.04 LABOR, TOOLS & MATERIALS:

- A. Only skilled mechanics shall be employed. Unless otherwise specified, application may be by brush, roller, or spray, at Contractor's option.
- B. Keep equipment clean and in condition to provide quality job specified.
- C. Material shall be mixed, thinned, modified and applied in accord with manufacturer's directions on container.

3.05 COLORS & SCHEDULING:

- A. Secure approval of color samples before applying any paint or finish. Priming coats and undercoats shall be tinted to approximate shade of final coat.
- B. Furnish schedule showing when respective coats of paint for the various areas and surfaces are to be applied. Keep schedule current as job progress dictates. If Architect so directs, succeeding coats shall not be applied until completed coat is inspected.
- C. **Maximum of three (3) wall colors, three (3) trim colors, and three (3) doors and frame colors.**

3.06 PROTECTION:

- A. Protect painted surfaces and adjacent work and materials by suitable covering or other method. Remove rubbish and debris caused by painting operations and leave work in clean, orderly and acceptable condition.
- B. Remove and protect hardware, accessories, device plates, lighting fixtures, factory finished work and similar items or provide ample in-place protection. Upon completion of each space, carefully replace all removed items.
- E. Remove electrical panel box covers and doors before painting. Paint separately and reinstall after all paint is dry.

3.07 APPLICATION:

- A. Apply materials evenly spread and smoothly flowed on with type and sizes of brushes, roller covers, bucket grids and spray equipment required to avoid runs, sags, holidays, brush marks, air bubbles, and excessive roller stipple or cracks. Paint shall be applied in the number of coats specified and at the manufacturer's recommended dry film thickness for each material or thicker to achieve uniform color and complete coverage.
- B. When color, stain, dirt, or undercoats show through final coat of paint, cover surface with additional coats until paint film is of uniform finish, color, and appearance. This shall be done at no additional cost to the Owner.
- C. Coats shall be thoroughly dry, dusted and clean before application of succeeding coats.
- D. Enamel or varnish finish applied to wood or metal shall be sanded with fine sandpaper and then cleaned between coats to produce an even, smooth finish.

3.08 PRIMING & BACK PRIMING:

- A. Shall be done immediately after items to receive this treatment are delivered to job, except items primed at shop.
- B. BACK PRIMING:  
In addition to priming and finishing coats, back-prime concealed surfaces of plywood, millwork and metal items with one (1) coat of primer.

3.09 CLEANING & PROTECTION:

- A. Protect painted surfaces and adjacent work and materials by suitable covering or other method.
- B. Protect work adjacent to painting operations from paint spatters and spills. Immediately remove paint that falls on finished surfaces not scheduled to receive pain, using materials and techniques that will not damage affected surfaces.
- C. Remove and protect hardware, accessories, device plates, lighting fixtures, factory finished work and similar items or provide ample in-place protection. Upon completion of each space, carefully replace all removed items.
- D. Keep project premises free of painting-related debris. Collect material that may constitute a fire hazard, place in closed metal containers, and remove daily from site. Leave work in clean, orderly and acceptable condition.

3.12 EXTERIOR PAINT SCHEDULE:

Number of coats is a minimum based on application at manufacturer's recommended application millage. Additional coats may be required for satisfactory coverage.

A. GALVANIZED METAL:

|     |                   |                                                                                                   |
|-----|-------------------|---------------------------------------------------------------------------------------------------|
| SW  | 1 coat<br>2 coats | Pro-Cryl Universal Acrylic Primer, B66-310 Series<br>Industrial Enamel, B54 Series                |
| ICI | 1 coat<br>2 coats | 4160 Devguard Tank & Structural Primer<br>4308 Devguard Alkyd Industrial Enamel Gloss             |
| PP  | 1 coat<br>2 coats | 90-712 Pitt Tech Interior/Exterior DTM Primer Finish<br>90-374 Pitt Tech DTM Acrylic Gloss Enamel |

B. FERROUS METAL AND HOLLOW METAL DOORS & FRAMES:

|     |                   |                                                                                          |
|-----|-------------------|------------------------------------------------------------------------------------------|
| SW  | 1 coat<br>2 coats | Kem Kromik Universal Metal Primer, B50Z<br>Industrial Enamel, B54 Series                 |
| ICI | 1 coat<br>2 coats | Equal to S-W and approved by the Architect<br>Equal to S-W and approved by the Architect |
| PP  | 1 coat<br>2 coats | Equal to S-W and approved by the Architect<br>Equal to S-W and approved by the Architect |

END OF SECTION

**FGP Litter receptacle  
Product Guide Specification**

**SECTION 12600 TRASH AND LITTER RECEPTORS**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Litter receptacles.

**1.2 SUBMITTALS**

- A. Product Data: Submit manufacturer's product data, storage and handling requirements and recommendations, installation methods and available colors, styles, patterns and textures.
- B. Shop Drawings: Submit manufacturer's shop drawings, including plans and elevations, indicating overall dimensions.
- C. Samples: Submit manufacturer's samples of materials, finishes, and colors.
- D. Warranty: Manufacturer's standard warranty.

**1.3 QUALITY ASSURANCE**

- A. Manufacturer's Qualifications: Manufacturer regularly engaged in manufacture of site furnishings since 1969.
- B. Product Support: Products are supported with complete engineering drawings and design patents.
- C. Base Worth: An installed base of products worth in excess of one hundred million dollars.
- D. Assets: Excess of twenty million dollars in assets.
- E. Production: Orders are filled within a 40-day schedule.
- F. Facility Operator: Welders and machine operators are certified.

**1.4 DELIVERY, STORAGE, AND HANDLING**

- A. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- B. Storage: Store materials in clean, dry area in accordance with manufacturer's instructions. Keep materials in manufacturer's original, unopened containers and packaging until installation.
- C. Handling: Protect materials and finish during handling and installation to prevent damage.

**1.5 WARRANTY**

- A. Warranty Information:
- Products will be free from defects in material and/or workmanship for a period of three years from the date of invoice.
  - The warranty does not apply to damage resulting from accident, alteration, misuse, tampering, negligence, or abuse.
  - Landscape Forms, Inc. shall, at its option, repair, replace, or refund the purchase price of any items found defective upon inspection by an authorized Landscape Forms service representative.
  - Purchasers should be aware that normal use of these high quality products can result in superficial damage affecting the finish. Scratches, nicks, and dents are to be considered normal wear and tear, and are not the responsibility of the manufacturer.

**PART 2 PRODUCTS**

**2.1 MANUFACTURER**

- A. Landscape Forms, Inc., 7800 E. Michigan Ave, Kalamazoo, Michigan 49048.  
Phone: (800) 521-2546. Fax (269) 381-3455. Website [www.landscapeforms.com](http://www.landscapeforms.com)  
E-mail: [specify@landscapeforms.com](mailto:specify@landscapeforms.com) or approved equal.

**2.2 TRASH AND LITTER RECEPTORS**

- A. "FGP" Litter Receptacle
- B. Style:
  - 1. Side opening unit
- C. Mounting:
  - 1. Surface mount: Non-corrosive anchoring hardware not included.

**2.4 MATERIAL**

- A. Lid and top ring: cast aluminum
- B. Side panel:
  - 1. Wood for Exterior Use:
    - a. Ipe: Solid stock, select South American hardwood.
    - b. Jarrah: Solid stock, select Australian hardwood.
- C. Liner: Rotationally molded linear low density polyethylene. Color is black.
- D. Base: Rotationally molded linear low density polyethylene. Color is black. Base is filled with concrete for stability.
- E. Hardware: Wood slats are attached to base and top ring with carbon steel with Magni-coated hardware.
- F. Lid bumpers: Nylon 6/6. Color is gray.

**2.5 RECYCLED CONTENT**

|                             | Post Consumer Content | Post Industrial Content | Total Recycled |
|-----------------------------|-----------------------|-------------------------|----------------|
| Side opening litter, jarrah | 0%                    | 3%                      | 3%             |

Unit is 100% recyclable.

**2.6 FABRICATION**

- A. Shop assembled litter receptacles.

**2.7 FINISHES**

- A. Finish on aluminum components:
  - 1. Clear Anodized
- B. Finish on Wood:
  - 1. Wood for Exterior Use: Unfinished.
  - 2. Wood for Interior Use: Finished with "LF-80" catalyzed lacquer.

**PART 3 EXECUTION**

**3.1 EXAMINATION**

- A. Examine areas to receive litter receptacles.
- B. Notify Architect of conditions that would adversely affect installation or subsequent use.
- C. Do not begin installation until unacceptable conditions are corrected.

**3.2 INSTALLATION**

- A. Install litter receptacles in accordance with manufacturer's instructions at locations indicated on the Drawings.
- B. Install litter receptacles level and plumb.
- C. Anchor litter receptacles securely in place, if required.

**3.3 ADJUSTING**

- A. Finish Damage: Repair minor damages to finish in accordance with manufacturer's instructions and as approved by Architect.

- B. Component Damage: Remove and replace damaged components that cannot be successfully repaired as determined by Architect.

**3.4 CLEANING**

- A. Clean litter receptacles promptly after installation in accordance with manufacturer's instructions.
- B. Do not use harsh cleaning materials or methods that could damage finish.

**3.5 PROTECTION**

- A. Protect installed litter receptacles to ensure that, except for normal weathering, receptacles will be without damage or deterioration at time of Substantial Completion.

**END OF SECTION**

**Parallel 42 bench  
Product Guide Specification**

**SECTION 12600 BENCHES**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Benches.

**1.2 REFERENCES**

A. ASTM Testing Standards:

1. ASTM B 117 – Standard Practice for Operating Salt Spray (Fog) Apparatus.
2. ASTM D 522 – Standard Test Methods for Mandrel Bend Test of Attached Organic Coatings.
3. ASTM D 523 – Standard Test Method for Specular Gloss.
4. ASTM D 2247 – Standard Practice for Testing Water Resistance of Coatings in 100% Relative Humidity.
5. ASTM D 2794 – Standard Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact).
6. ASTM D 3359 – Standard Test Methods for Measuring Adhesion by Tape Test.
7. ASTM D 3363 – Standard Test Method for Film Hardness by Pencil Test.
8. ASTM G 155 – Standard Practice for Operating Xenon Arc Light Apparatus for Exposure of Non-Metallic Materials.

B. ISO Testing Standards:

1. ISO 1520 – Paints and Varnishes – Cupping Test.
2. ISO 2815 – Paints and Varnishes – Buchholz Indentation Test.

C. ANSI/BIFMA Testing Standards:

1. ANSI/BIFMA X5.4-2005 – Standard Test for Lounge Seating.

**1.3 SUBMITTALS**

- A. Product Data: Submit manufacturer's product data, storage and handling requirements and recommendations, installation methods and available colors, styles, patterns and textures.
- B. Shop Drawings: Submit manufacturer's shop drawings, including plans and elevations, indicating overall dimensions.
- C. Samples: Submit manufacturer's samples of materials, finishes, and colors.
- D. Warranty: Manufacturer's standard warranty.

**1.4 QUALITY ASSURANCE**

- A. Manufacturer's Qualifications: Manufacturer regularly engaged in manufacture of site furnishings since 1969.
- B. Product Support: Products are supported with complete engineering drawings and design patents.
- C. Base Worth: An installed base of products worth in excess of one hundred million dollars.
- D. Assets: Excess of twenty million dollars in assets.
- E. Production: Orders are filled within a 40-day schedule.
- F. Facility Operator: Welders and machine operators are certified.

**1.5 DELIVERY, STORAGE, AND HANDLING**

- A. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.

- B. Storage: Store materials in clean, dry area in accordance with manufacturer's instructions. Keep materials in manufacturer's original, unopened containers and packaging until installation.
- C. Handling: Protect materials and finish during handling and installation to prevent damage.

## 1.6 WARRANTY

### A. Warranty Information:

- Products will be free from defects in material and/or workmanship for a period of three years from the date of invoice.
- The warranty does not apply to damage resulting from accident, alteration, misuse, tampering, negligence, or abuse.
- Landscape Forms, Inc. shall, at its option, repair, replace, or refund the purchase price of any items found defective upon inspection by an authorized Landscape Forms service representative.
- Purchasers should be aware that normal use of these high quality products can result in superficial damage affecting the finish. Scratches, nicks, and dents are to be considered normal wear and tear, and are not the responsibility of the manufacturer.

## PART 2 PRODUCTS

### 2.1 MANUFACTURER

- A. Landscape Forms, Inc., 7800 E. Michigan Ave, Kalamazoo, Michigan 49048.  
Phone: (800) 521-2546. Fax (269) 381-3455. Website [www.landscapeforms.com](http://www.landscapeforms.com)  
E-mail: [specify@landscapeforms.com](mailto:specify@landscapeforms.com) or approved equal.

### 2.2 BENCHES

- A. "Parallel 42" Benches
- B. Style:

- 1. Straight backless

- C. Mounting:

- 1. Freestanding

### 2.3 MATERIALS

- A. Seat: Bench consists of 1-3/8" x 1-1/4", 1-5/8" x 1-1/4" and 1-7/8" x 1-1/4". All boards have eased edges. Attached to plates/supports with stainless steel hardware.
  - 1. Exterior Use:
    - a. Jarrah, solid stock select Australian hardwood.
- B. Supports: constructed of 10 gauge HRPO steel
- C. Mounting:
  - 1. Freestanding: Adjustable glides, Black nylon base, 2-3/16" diameter, with 3/8-16 thread on stainless steel stem.
  - 2. Surface Mount: cast stainless steel glide, 2-1/4" diameter, with 3/8-16 thread on stem. Surface mount capturing block is stainless steel round bar, with 1/2" diameter thru hole for anchor bolt.

### 2.4 ACCESSORIES

### 2.5 RECYCLED CONTENT

- A. Parallel 42 Benches: All options are 100% recyclable. Pre-consumer content is a range, dependent on how much wood scrap is available at the time of manufacture.

|                         | Post Consumer Content | Pre Consumer Content | Total Recycled Content |
|-------------------------|-----------------------|----------------------|------------------------|
| left/right unit, jarrah | 21.6%                 | 11.6% - 66.9%        | 33.2% - 88.5%          |
| wedge unit, jarrah      | 23.9%                 | 12.8% - 74.0%        | 36.7% - 97.9%          |
| Straight unit, jarrah   | 20.6%                 | 11.1% - 68.6%        | 31.6% - 89.1%          |

## 2.6 **FABRICATION**

- A. Shop assembled benches.

## 2.7 **FINISHES**

- A. Finish on Metal: Landscape Forms, Inc. "Pangard II".
1. Primer: Rust inhibitor on ferrous supports.
  2. Topcoat: Thermosetting TGIC polyester powder coat. UV, chip, and flake resistant.
  3. Test Results: "Pangard II".
    - a. Gloss Consistency, Gardner 60 Degrees, ASTM D 523: Plus or minus 5 percent from standard.
    - b. UV Resistance, Color and Gloss, ASTM G 155, Cycle 7: Delta E less than 2 at 2.0 mils and less than 20 percent loss.
    - c. Cross-Hatch Adhesion, ASTM D 3359, Method B: 100 percent pass.
    - d. Flexibility Test, Mandrel, ASTM D 522: 3 mm at 2 mils.
    - e. Erichsen Cupping, ISO 1520: 8 mm.
    - f. Impression Hardness, Buchholz, ISO 2815: 95.
    - g. Impact Test, ASTM D 2794: 60 inch-pounds at 2.5 mils.
    - h. Pencil Hardness, ASTM D 3363: 2H minimum.
    - i. Corrosion Resistance, 1,500-Hour Test, ASTM B 117: Max. undercutting 1 mm.
    - j. Humidity Resistance, 1,500-Hour Test, ASTM D 2247: Max. blisters 1 mm.
  4. Color: Blue Bell
- B. Finish on Wood:
1. Wood for Exterior Use: Unfinished.

## **PART 3 EXECUTION**

### 3.1 **EXAMINATION**

- A. Examine areas to receive benches.
- B. Notify Architect of conditions that would adversely affect installation or subsequent use.
- C. Do not begin installation until unacceptable conditions are corrected.

### 3.2 **INSTALLATION**

- A. Install benches in accordance with manufacturer's instructions at locations indicated on the Drawings.
- B. Install benches level.
- C. Anchor benches securely in place.

### 3.3 **ADJUSTING**

- A. Finish Damage: Repair minor damages to finish in accordance with manufacturer's instructions and as approved by Architect.
- B. Component Damage: Remove and replace damaged components that cannot be successfully repaired as determined by Architect.

### 3.4 **CLEANING**

- A. Clean benches promptly after installation in accordance with manufacturer's instructions.
- B. Do not use harsh cleaning materials or methods that could damage finish.

### 3.5 **PROTECTION**

- A. Protect installed benches to ensure that, except for normal weathering, benches will be without damage or deterioration at time of Substantial Completion.

**END OF SECTION**

**Sorella Planter  
Product Guide Specification**

**SECTION 12700 Planters**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Planters.

**1.2 REFERENCES**

A. ASTM Testing Standards:

1. ASTM B 117 – Standard Practice for Operating Salt Spray (Fog) Apparatus.
2. ASTM D 522 – Standard Test Methods for Mandrel Bend Test of Attached Organic Coatings.
3. ASTM D 523 – Standard Test Method for Specular Gloss.
4. ASTM D 2247 – Standard Practice for Testing Water Resistance of Coatings in 100% Relative Humidity.
5. ASTM D 2794 – Standard Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact).
6. ASTM D 3359 – Standard Test Methods for Measuring Adhesion by Tape Test.
7. ASTM D 3363 – Standard Test Method for Film Hardness by Pencil Test.
8. ASTM G 155 – Standard Practice for Operating Xenon Arc Light Apparatus for Exposure of Non-Metallic Materials.

B. ISO Testing Standards:

1. ISO 1520 – Paints and Varnishes – Cupping Test.
2. ISO 2815 – Paints and Varnishes – Buchholz Indentation Test.

**1.3 SUBMITTALS**

- A. Product Data: Submit manufacturer's product data, storage and handling requirements and recommendations, installation methods and available colors, styles, patterns and textures.
- B. Shop Drawings: Submit manufacturer's shop drawings, including plans and elevations, indicating overall dimensions.
- C. Samples: Submit manufacturer's samples of materials, finishes, and colors.
- D. Warranty: Manufacturer's standard warranty.

**1.4 QUALITY ASSURANCE**

- A. Manufacturer's Qualifications: Manufacturer regularly engaged in manufacture of site furnishings since 1969.
- B. Product Support: Products are supported with complete engineering drawings and design patents.
- C. Base Worth: An installed base of products worth in excess of one hundred million dollars.
- D. Assets: Excess of twenty million dollars in assets.
- E. Production: Orders are filled within a 40-day schedule.
- F. Facility Operator: Welders and machine operators are certified.

**1.5 DELIVERY, STORAGE, AND HANDLING**

- A. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- B. Storage: Store materials in clean, dry area in accordance with manufacturer's instructions. Keep materials in manufacturer's original, unopened containers and packaging until installation.
- C. Handling: Protect materials and finish during handling and installation to prevent damage.

## 1.6 WARRANTY

### A. Warranty Information:

- Products will be free from defects in material and/or workmanship for a period of three years from the date of invoice.
- The warranty does not apply to damage resulting from accident, alteration, misuse, tampering, negligence, or abuse.
- Landscape Forms, Inc. shall, at its option, repair, replace, or refund the purchase price of any items found defective upon inspection by an authorized Landscape Forms service representative.
- Purchasers should be aware that normal use of these high quality products can result in superficial damage affecting the finish. Scratches, nicks, and dents are to be considered normal wear and tear, and are not the responsibility of the manufacturer.

## PART 2 PRODUCTS

### 2.1 MANUFACTURER

- A. Landscape Forms, Inc., 7800 E. Michigan Ave, Kalamazoo, Michigan 49048.  
Phone: (800) 521-2546. Fax (269) 381-3455. Website [www.landscapeforms.com](http://www.landscapeforms.com)  
E-mail: [specify@landscapeforms.com](mailto:specify@landscapeforms.com) or approved equal.

### 2.2 PLANTERS

#### A. "Sorella" Planters

#### B. Style:

1. Square 15" x 15"
  - a) Height: 18"
    - Capacity: 13 Gallons (1.7 ft<sup>3</sup>)
    - Freestanding only

- C. With (2) 1/2" diameter drain holes, drilled through interior base.

### 2.3 MATERIAL

- A. Side Panels: Carbon steel ASTM A 1011 hot rolled pickled and oiled commercial steel type B, 14 gauge (.0747") formed. Seams are welded.
- B. Corner Glides and Interior Base: Constructed of compression-molded recycled plastic resulting from an innovative, patented melting process that utilizes 100% post-consumer and post-industrial waste, attached to metal panels with black magni-coated carbon steel 1/4-10 Pan head torx drive screws.
- C. Watertight sealing gasket: Constructed of black butyl tape, 3/8" wide.

### 2.4 RECYCLED CONTENT

#### A. Carbon Steel Planter:

- Recycled Material Content: Minimum 90 percent.
- Post-Consumer Material Content: Minimum 57 percent.
- Pre-Consumer Material Content: Minimum 33 percent.
- Recyclable: 100 percent.

### 2.5 FABRICATION

- A. Shop assembled planters.

### 2.6 FINISHES

#### A. Finish on carbon steel: Landscape Forms, Inc. "Pangard II".

1. Primer: Rust inhibitor on ferrous supports.
2. Topcoat: Thermosetting TGIC polyester powder coat. UV, chip, and flake resistant.
3. Test Results: "Pangard II".

- a. Gloss Consistency, Gardner 60 Degrees, ASTM D 523: Plus or minus 5 percent from standard.
  - b. UV Resistance, Color and Gloss, ASTM G 155, Cycle 7: Delta E less than 2 at 2.0 mils and less than 20 percent loss.
  - c. Cross-Hatch Adhesion, ASTM D 3359, Method B: 100 percent pass.
  - d. Flexibility Test, Mandrel, ASTM D 522: 3 mm at 2 mils.
  - e. Erichsen Cupping, ISO 1520: 8 mm.
  - f. Impression Hardness, Buchholz, ISO 2815: 95.
  - g. Impact Test, ASTM D 2794: 60 inch-pounds at 2.5 mils.
  - h. Pencil Hardness, ASTM D 3363: 2H minimum.
  - i. Corrosion Resistance, 1,500-Hour Test, ASTM B 117: Max. undercutting 1 mm.
  - j. Humidity Resistance, 1,500-Hour Test, ASTM D 2247: Max. blisters 1 mm.
4. Color: Blue Bell

### **PART 3 EXECUTION**

#### **3.1 EXAMINATION**

- A. Examine areas to receive planters.
- B. Notify Architect of conditions that would adversely affect installation or subsequent use.
- C. Do not begin installation until unacceptable conditions are corrected.

#### **3.2 INSTALLATION**

- A. Install planters in accordance with manufacturer's instructions at locations indicated on the Drawings.
- B. Install planters level and plumb.

#### **3.3 ADJUSTING**

- A. Finish Damage: Repair minor damages to finish in accordance with manufacturer's instructions and as approved by Architect.
- B. Component Damage: Remove and replace damaged components that cannot be successfully repaired as determined by Architect.

#### **3.4 CLEANING**

- A. Clean planters promptly after installation in accordance with manufacturer's instructions.
- B. Do not use harsh cleaning materials or methods that could damage finish.

#### **3.5 PROTECTION**

- A. Protect installed planters to ensure that, except for normal weathering, planters will be without damage or deterioration at time of Substantial Completion.

**END OF SECTION**

**SUPPLEMENT TO GENERAL REQUIREMENTS  
FOR  
CONSTRUCTION OF PUBLIC IMPROVEMENTS  
WASHINGTON STREET PARK-REBID  
PROJECT #71-16-SP50  
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 \$50,000.00. 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 initiated 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 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 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 \$50,000.00 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.

**8. N/A**

**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: Mary Dolberry.

## 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).

## 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 of 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.

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

| Original Contract Amount |                  | Liquidated Damages Daily Charge |          |
|--------------------------|------------------|---------------------------------|----------|
| More Than                | To and Including | Calendar Day or Fixed Date      | 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 |
| \$ 2,000,000             | .....            | \$ 1,550                        | \$ 3,100 |

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.

W  
h  
e  
n  
t  
h

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

##### 2. 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**

1. 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 Ala Code (1975) §§ 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 City of Huntsville's Standard Specifications for the Construction of Public Improvements, Contract Projects, 1991, 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 CITY OF HUNTSVILLE'S STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF PUBLIC IMPROVEMENTS, CONTRACT PROJECTS, 1991**

§80.09 (b) 2. of the City of Huntsville's Standard Specifications for the Construction of Public Improvements, Contract Projects, 1991 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: [www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf](http://www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf)

**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:

LEGAL NOTICE (Header)

(company name) hereby gives Legal Notice of Completion of Contract with (project name), (project no.(s)) located in the City of Huntsville, Alabama. 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 1/2 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

At 100-foot intervals along

|                                        |                                                        |
|----------------------------------------|--------------------------------------------------------|
| 15- feet                               | the centerline of feature.                             |
| For easement widths 15-feet or Greater | At 200-foot intervals along the centerline of feature. |

ii. Vertical location (to verify positive drainage)

|                            |                                                        |
|----------------------------|--------------------------------------------------------|
| For slopes less than 0.5%  | 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 LEVEL | CONTENTS                                               | LINE CODE | COLOR | WEIGHT | TEXT SIZE | FONT | CELL NAME |
|--------------|--------------------------------------------------------|-----------|-------|--------|-----------|------|-----------|
| 1            | State Plane Coordinate Grid                            | 0         | 0     | 0      | 20        | 0    |           |
| 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 Pavement                               | 3         | 16    | 0      |           |      |           |
| 7            | Parking Lots                                           | 1         | 3     | 1      |           |      |           |
| 8            | Secondary Roads                                        | 2         | 3     | 0      |           |      |           |
| 8            | Trails                                                 | 3         | 3     | 0      |           |      |           |
| 9            | Secondary Roads/Trails Text                            | 0         | 3     | 0      | 20        | 0    |           |
| 10           | Sidewalks                                              | 5         | 3     | 0      |           |      |           |
| 11           | Bridges/Culverts                                       | 0         | 0     | 0      |           |      |           |
| 12           | Hydrology - Major                                      | 6         | 1     | 0      |           |      |           |
| 12           | Hydrology - Minor, Ditches                             | 7         | 1     | 0      |           |      |           |
| 13           | Hydrology - Text                                       | 0         | 1     | 0      | 25        | 23   |           |
| 14           | Tailings & Quarries, Athletic Fields/Text, misc. areas | 0         | 1     | 0      |           |      |           |
| 15           | City Limits/County Line                                | 1         | 0     | 3      |           |      |           |
| 16           | City /limit text                                       | 0         | 0     | 1      | 30        | 0    |           |
| 17           | Railroad Tracks (Patterned)                            | 0         | 2     | 0      |           |      | RR        |
| 18           | 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 |       |   |                  |
| 24 | Building Structures                                    | 0 | 0   | 0 |       |   |                  |
|    | Pools and Text                                         | 0 | 1   | 0 | 10    | 1 |                  |
| 24 | Future Site of Structures                              | 2 | 0   | 0 |       |   | STRUCT           |
|    | Existing Structures (exact location and shape unknown) | 2 | 0   | 0 |       |   | STRCEX           |
| 25 | Property Lines                                         | 6 | 6   | 1 |       |   |                  |
| 26 | Cadastral Polygons                                     | 6 | 6   | 0 |       |   |                  |
| 27 | Ownership Text                                         | 0 | 6   | 1 |       |   |                  |
| 28 | 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 Lines                               | 6 | 6   | 0 |       |   |                  |
| 35 | Trees/Hedge Rows                                       | 0 | 6   | 0 | AS=1  |   | TREES            |
| 36 | GPS Monuments                                          | 0 | 5   | 0 | 15    | 0 | GPS              |
| 37 | 2' Topo Contour                                        |   |     |   |       |   |                  |
| 38 | 5' Topo Contour                                        | 0 | 7   | 0 |       |   |                  |
| 39 | 25' Major Topo Contour                                 | 0 | 7   | 0 |       |   |                  |
| 40 | X Spot Elevation                                       | 0 | 7   | 0 |       |   |                  |
| 41 | FEMA Monuments/Labels                                  | 0 | 3/0 | 0 | 18    | 1 | GPSPNT           |
| 42 | Quarter Sections                                       |   |     |   |       |   |                  |
| 43 | Section Lines                                          | 0 | 5   | 0 |       |   |                  |
| 44 | Features                                               | 0 | 2   | 0 |       |   |                  |
| 44 | Cell Towers                                            | 0 | 12  | 0 | AS=1  |   | CELTWR           |
| 45 | Fences (Pattern)                                       | 0 | 8   | 0 | AS=1  |   | FENCE            |
| 46 | Format/Legend                                          | 0 | 0   | 0 |       |   | Limleg<br>Madleg |
| 47 | Mass Points                                            | 0 | 7   | 2 |       |   |                  |
| 48 | Break Lines                                            | 0 | 7   | 2 |       |   |                  |
| 49 | Open                                                   |   |     |   |       |   |                  |
| 50 | Signs                                                  |   |     |   |       |   |                  |
| 51 | Open                                                   |   |     |   |       |   |                  |
| 52 | Open                                                   |   |     |   |       |   |                  |
| 53 | Open                                                   |   |     |   |       |   |                  |
| 54 | Open                                                   |   |     |   |       |   |                  |
| 55 | Open                                                   |   |     |   |       |   |                  |
| 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. **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."

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 Code of Alabama (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.



# HUNTSVILLE

Kathy Martin, P.E.  
Director  
City Engineer

Urban Development Department  
Engineering Division

## WASHINGTON STREET PARK-REBID

**Project No. 71-16-SP50**

**September 30, 2016**

### Addendum # 1

**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.

**Quantities Revisions:**

**Delete**

~~14~~ ~~Bollard Monuments~~ ~~1~~ ~~EA~~

**Add**

14 Bollard Monument (Labeled as possible Monument on Sheet L1.4) 1 EA

The Star of Alabama

**Add**

**15 Wrought Iron Repair (All other wrought iron repairs not listed to include areas around the electrical transformers to the south and east of the project.)**

**1 LS**

**Response to Contractor's Questions:**

- Q:** Is there a specific decking material and color on the Trex Decking Option?  
**A:** The Trex Decking material will be mid-grade and either redwood or hardwood in color. Color samples should be submitted for review and approval prior to installation. Installation of the Trex Decking, or any approved equal decking system, should follow all guidelines as outlined in the installation guide.
- Q:** Does the City own the public parking lot?  
**A:** This is not a City owned parking lot. The Contractor will be responsible for finding the property owner and/or locating his own staging area.
- Q:** The existing wrought iron around the electrical transformers to the south and east of the project are missing infill and need painting as well, do you want to add a line item to include the repair of those?  
**A:** Contractor shall inventory all existing wrought iron elements, make all repairs and adjustments, and replace all missing components as necessary to achieve 'like-new' condition, whether or not specifically called out on the drawings.

**Questions and Answers from the original bid of Washington Street Park:**

- Q:** On the spot elevation detail, are the labels calling out the finished floor elevation for the deck, or the top of the foundation piers?  
**A:** There are ground elevations as well as deck elevations. The only ground elevation is the 636.0 which is the west elevation of the artificial turf.
- Q:** If they are the foundation piers, what is the FFE of the deck so we can figure the correct height for the jacks?  
**A:** See Above.
- Q:** If it's the FFE being called out, what about the ground elevation next to the magnolia tree? It is shown as 636.60 and the deck FFE would be 636.66.  
**A:** See attached 8.5x11 for revised elevations.
- Q:** What about the piers and the existing telecom fiber box located near the natural gas service. We can't pour over top of the lid and it's too big to place piers around the edges and still hit the correct spacing for the deck tiles.  
**A:** See Attached 8.5x11 detail.
- Q:** What about the existing wrought iron arches? Arch "A" is bent inward at the top and the leg of arch "B" is bent as well.  
**A:** Contractor shall inventory all existing wrought iron elements, make all repairs and adjustments, and replace all missing components as necessary to achieve 'like-new' condition, whether or not specifically called out on the drawings.

- Q: Bollard monument at arch "A" detail show the foundation to be 5 foot deep. There appears to be storm and sanitary sewer, as well as a water main that passes through the arch into the alley.
- A: This appears to be a reference file issue. The bollard is 4 feet tall, buried 1 foot into a 2 foot deep footing.
- Q: What color and finish for the wrought iron?
- A: Paint Color to match existing.
- Q: Sheet L1.4 shows another possible bollard monument in the entrance to the unnamed alleyway west of UG White. Is this to be included?
- A: Provide a price for this bollard monument as an option. It will be Option 5.
- Q: The deck tiles are made of a proprietary hardwood material, similar to oak, what material do you want to use for the trim fascia board around the deck?
- A: The deck tiles are to be Red Oak. Fascia Boards to match.
- Q: The manufacturer recommends sealing the deck tiles to preserve the natural color. Otherwise they will weather to a gray color. What is your preference?
- A: Seal tiles with manufacturer's recommended sealer.
- Q: When cleaning the signs should the signs be sand blasted or just pressure washed?
- A: In order to clean the sign it should be pressure washed. In the event that a significant amount of rust is discovered sandblasting and painting will be required to achieve a cohesive look.

**Clarifications:**

There are ninety (90) calendar days to complete this project.

**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/engineering/bidlist](http://www.huntsvilleal.gov/engineering/bidlist). 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  
Revised Quantities-Attachment A1**

**END OF ADDENDUM #1**

## PRE-BID MEETING

PROJECT NAME: Washington Street Park-REBID

PROJECT NUMBER: 71-16-SP50

DATE: September 27, 2016

PROJECT ENGINEER: Toneka Lindsey

PROJECT INSPECTOR: TBD

1. Introduction of all persons present:

|                   |                    |
|-------------------|--------------------|
| Patrick Greenwell | G-Core Contracting |
| Bryant Greenwell  | G-Core Contracting |
| Phil Horne        | Dunlap Contracting |
| Mary Dolberry     | COH-Engineering    |
| Toneka Lindsey    | COH-Engineering    |

2. Work Description (Project Scope)

Construction will take place on two (2) alleys (Public Alley and Mason Alley) which are off of Clinton Avenue. Work consists of installation of bollards, signage, bubbling rock, landscaping and irrigation.

3. Permits

General Contracting License will be required; no special permits.

4. Utility Project Notification

- a. Conflicts with existing utilities – there are no known utility conflicts. Once Contractor is in the field and any utility conflicts are located, field changes will be made to address the issues.

5. Right-of-Way

There are no right-of-way issues, no acquisition or easements for this job.

6. Conflicting Projects

There are no conflicting projects. The Avenue project is happening across the street, so Contractors need to keep that in mind.

7. Schedule of Work

- a. Critical Path analysis or paperwork is usually required for projects, but this project is small scale so this requirement will be waived due to the time period for this job.
- b. Owner reserves the right to withhold payment if work is more than 25% behind schedule per the pay CD that is turned in. The pay request has an area for work completed and time that has passed and it calculates the difference between those two (2) numbers.

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

- a. Review plan sheets-everyone present at this Pre-Bid Meeting was present at the Pre-Bid meeting the first round so Toneka said she was not going to go into detail on the plans or quantities. The quantities did change somewhat; instead of five (5) options we now have three (3) options. Contractors were advised to take a look at that. Toneka said we have two (2) different types of decking systems and those become Option 1 and Option 2. We will look at the price of both of those and then decide which decking system we want to accept. Option No. 3 is the benches. All other quantities remain the same.

The plan set has not changed; everything in the plan set has remained the same other than adding another option for a different type of decking system.

Toneka opened the floor up to questions/comments regarding the plans and quantities.

Q: If changing to the Trex Decking option, all the concrete piers that go with the Tourensol system go away?

A: Yes.

Q: Is there a specific decking material? There is a wide range of trex material.

A: Toneka said at this particular time there is no specified system, but she will answer this in the addendum. She said we do not want to put a whole lot of money into this project, so she believes it will be a lower grade.

Q: What about color?

A: Toneka will get with business owners or the people involved to see what color they prefer; this will be addressed in the addendum.

Q: On the base bid, there are two (2) different items for bollards. There is one (1) shown on the drawing as Sign A and the question is does the Contractor need to price putting one (1) in the next alley-is it the same thing?

A: The bollard sign is just in one (1) location.

Q: Patrick said the Bollard Type Sign is Item No. 4 and on Item 14 is a bollard monument. Toneka said it seems like there is one (1) item too many. Patrick said Monument A is the one in the sidewalk and there is a note for a possible monument in the other alley. Was one of those items supposed to have been an option to put the other monument bollard in?

A: Toneka said she thinks we may have a duplicate quantity.

Patrick said we added it to the first bid as an option to add the bollard monument in the second alley. Toneka said we did not make any changes to the quantities on the bollard monuments. Toneka said we would include both items in the bid tab. She said she believes the public alley monument was taken out, but if not, we will include both items. Toneka will clarify this in the addendum.

Q: Who owns the public parking lot to the west? Patrick said he didn't know if there was a way they could use it to park an enclosed trailer.

A: Toneka said it is not a City owned parking lot. She said we could look at closing one (1) of the alleys-she asked if that would be enough storage. Bryant said they have an enclosed trailer they use to put equipment and material in. Toneka said she would try to see if she can find out who owns the parking lot. Patrick said closing the alley would be more than they want to do, they are interested in renting a space in the parking lot. Bryant said they would find out who owns the parking lot.

Q: There was a question the first time about some of the wrought iron that is not shown on the drawing, to do anything to, yet it is inside the park. The answer didn't really say to fix it, but it didn't say not to fix it.

A: Toneka asked Patrick if that was one of his questions before. He said yes. She said we said to pressure wash it. Patrick said the plans show to fix the arches and fix the fence, but does not say anything about the other pieces of wrought iron in the same area that is not shown and does not tell the Contractor to do anything to, but there are pieces of infill missing out of them and they need to be painted. Toneka said they left those pieces out and they were not included in this scope of work, but she sees what the Contractor is saying. She said she would get with Chad and the business owners and see if they want to add that in the quantities as well. She said she assumes we will end up adding it. She then said

she thinks it will be a good to fix it so she will tell Chad that we are adding it in under one of the existing items.

- b. Contractor responsible for repair and maintenance of any trench cuts with hot mix asphalt.
- c. Schedule for review of shop drawings/material submittals.
- d. Contractor Classification required – there is no specific classification required on this job. Contractor is required to possess a General Contractor license.
- e. No Construction Trailer or As-Builts required.
- f. Calendar Days to complete project – forty-five (45) days. Patrick asked if that would change based on options; there is a 6-8 week lead time for the tourensol system. Toneka said the project completion date will be modified to **ninety (90) days**.
- g. Council Approval – October 13, 2016
- h. Anticipated Notice-to-Proceed – anticipated Notice-to-Proceed date will be **October 20**, but this could be modified to any date between October 14 and October 28.

Introduction and explanation of any revisions to Supplement to General Requirements – 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.

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.

a. Date for payment submittal monthly

- i. Process for monthly quantities
- ii. Monthly Progress Meetings
- iii. Red-line As-built required to be maintained by the Contractor and review monthly prior to invoices being submitted.
- iv. Define Substantial Completion – Project in usable condition for intended purpose
- v. Liquidated Damages
- vi. One year warranty period begins upon substantial complete.

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 should be 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.

Revision to bid bond: The bidder shall be required to file with his or her bid either a cashier's check drawn on an Alabama bank or a bid bond executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama, payable to the awarding authority for an amount not less than five percent of the awarding authority's estimated cost or of the contractor's bid, but in no event more than fifty thousand dollars (\$50,000).

14. Questions?

No additional questions were asked.

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 **September 29, 2016 until 5:00 p.m.** via fax (256) 427-5325 or email to: [mary.dolberry@huntsvilleal.gov](mailto:mary.dolberry@huntsvilleal.gov).

Response to contractor questions will be **September 30, 2016 until 5:00 p.m.**

**Bids open: October 4, 2016 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.

| ATTACHMENT "A1"                                        |                                                           |         |          |                |            | 9/29/2016 |
|--------------------------------------------------------|-----------------------------------------------------------|---------|----------|----------------|------------|-----------|
| Washington Street Park-Rebid<br>Project No. 71-16-SP50 |                                                           |         |          |                |            |           |
| UNIT BID SHEET                                         |                                                           |         |          |                |            |           |
| ITEM NO.                                               | DESCRIPTION                                               | BID QTY | BID UNIT | BID UNIT PRICE | BID AMOUNT |           |
| 1                                                      | Synlawn System (Artificial turf system including grading) | 170     | SF       |                | \$0.00     |           |
| 2                                                      | Bubbling Rock (Water Feature)                             | 1       | LS       |                | \$0.00     |           |
| 3                                                      | Seat Boulders (Approximately 2x3' natural stones)         | 5       | EA       |                | \$0.00     |           |
| 4                                                      | Monument Sign (Bollard type signage)                      | 1       | EA       |                | \$0.00     |           |
| 5                                                      | Sign A (Update name and replace existing frame)           | 1       | EA       |                | \$0.00     |           |
| 6                                                      | Sign B (Add sign and replace frame as necessary)          | 1       | EA       |                | \$0.00     |           |
| 7                                                      | Fence Repair (Replace missing infill)                     | 1       | LS       |                | \$0.00     |           |
| 8                                                      | Irrigation (Watering System)                              | 1       | LS       |                | \$0.00     |           |
| 9                                                      | Mobilization                                              | 1       | LS       |                | \$0.00     |           |
| 10                                                     | Wattles                                                   | 6       | EA       |                | \$0.00     |           |



| ATTACHMENT "A1"              |                                                                                                        |     |    |  | 9/29/2016 |
|------------------------------|--------------------------------------------------------------------------------------------------------|-----|----|--|-----------|
| Washington Street Park-Rebid |                                                                                                        |     |    |  |           |
| Project No. 71-16-SP50       |                                                                                                        |     |    |  |           |
| UNIT BID SHEET               |                                                                                                        |     |    |  |           |
| OPTION 1                     |                                                                                                        |     |    |  |           |
| 1-1                          | Tourensol/Siteworks Boulevard Tiles 2x2 to include jack system (manufactured decking system)           | 180 | EA |  | \$0.00    |
| TOTAL Option No. 1           |                                                                                                        |     |    |  | \$0.00    |
| OPTION 2                     |                                                                                                        |     |    |  |           |
| 2-1                          | Trex Decking Material or Approved Equal (Design/Build in accordance with Manufacturer recommendations) | 700 | SF |  | \$0.00    |
| TOTAL Option No. 2           |                                                                                                        |     |    |  | \$0.00    |
| OPTION 3                     |                                                                                                        |     |    |  |           |
| 3-1                          | Benches                                                                                                | 9   | EA |  | \$0.00    |
| TOTAL Option No. 3           |                                                                                                        |     |    |  | \$0.00    |

**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 G-Core Contracting, Inc., in the amount of NINETY THOUSAND ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$90,150.00), for Washington Street Park-Rebid, Base Bid and Option No. 2 and Option No. 3, Project No. 71-16-SP50, which is being submitted to the City Council of the City of Huntsville for approval on this the 13<sup>th</sup> day of October, 2016, 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.”

\_\_\_\_\_  
G-Core Contracting, Inc.  
(Company)

BY: \_\_\_\_\_  
(Authorized Representative)