



Request for Proposal

**Professional Services
Mechanical/Electrical Engineering
Ventilation System Replacement/Repair
Two Center City Garages**

RFP No. 16-15

Issue Date: Friday, June 24, 2016

The Philadelphia Parking Authority is seeking written proposals from experienced mechanical/electrical engineering firms for professional services including inspection, evaluation, design, bid document preparation and construction phase services for the replacement of the ventilation system at the Independence Mall Garage and the repair of the ventilation system at the Family Courthouse Garage.

The Philadelphia Parking Authority requests that responses be submitted by:

2:00 PM EST on Friday, July 15, 2016

Delivery Instructions:

Proposals will be received by Mail, Hand Delivery or Courier Delivery

All copies of the RFP must be submitted to:

Mary Wheeler

Manager of Contract Administration

701 Market Street, Suite 5400

Philadelphia, PA 19106

Email: Mwheeler@philapark.org

Fax or email responses will NOT be accepted

**THE PHILADELPHIA PARKING AUTHORITY
701 MARKET STREET – SUITE 5400
PHILADELPHIA, PA 19106**

**MECHANICAL/ELECTRICAL ENGINEERING
VENTILATION SYSTEM REPLACEMENT
TWO CENTER CITY GARAGES
PROPOSAL No. 16-15**

INSTRUCTIONS TO PROPOSERS

SUMMARY

When: Proposals must be submitted by 2:00 PM, Friday, July 15, 2016.

Where: Philadelphia Parking Authority
Attention: Mary Wheeler, Manager Contract Administration
701 Market Street, Suite 5400
Philadelphia, PA 19106

How: Proposals must be sealed and delivered via certified mail, return receipt requested (to include commercial delivery services) or by hand-delivery. Whether mailed or hand-delivered, all envelopes must display the vendors name and be boldly and clearly marked (*not* typewritten) "Mechanical/Electrical Engineering - RFP No. 16-15". All proposals must be presented with one (1) original and six (6) copies, individually numbered, and an electronic version consisting of one PDF file.

Pre-Proposal Meeting: A mandatory Pre-Proposal Meeting will be held in The Great Room at the Independence Mall Garage located at 501-35 Market Street, Philadelphia, Pa 19106 on Thursday, June 30, 2015 at 10:00 AM.

1. Introduction:

This Request for Proposals (RFP) is being issued by the Philadelphia Parking Authority (the "Authority"), a body corporate and politic created under the laws of the Commonwealth of Pennsylvania in accordance with the Act of June 19, 2001, P.L. 287, No. 22, as amended, known as the "Parking Authority Law". The Authority is soliciting written proposals from qualified mechanical/electrical engineering firms (the "Consultant") to provide professional services including the inspection, evaluation, design, bid document preparation, and construction phase services for the replacement of the ventilation at the AutoPark at Independence Mall underground garage and modifications to the Family Courthouse Garage ventilation system under a Contract with the Philadelphia Parking Authority.

The Authority operates a three level underground parking garage on Independence Mall between 5th and 6th, and

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Market and Arch Streets in the City of Philadelphia. There are 612 parking spaces. The reinforced concrete structure was built in 1967 on land currently owned by the United States, Department of the Interior, National Park Service. The City of Philadelphia has a 30 year lease and subleases to the Philadelphia Parking Authority. The Authority also operates an underground garage in the Family Court building at 1500 Arch Street in Philadelphia. The building was recently constructed and the CO detection system has been deemed non-compliant with local codes because it does not have the capability to record CO level measurements. The successful proposer shall review the drawings, visit the site, review the regulations and recommend the least expensive solution to meeting code.

During this procurement process the sole contact at the Authority shall be Mary Wheeler, Manager of Contract Administration, at 701 Market Street, Philadelphia, PA 19106, mwheeler@philapark.org. As a Request for Proposals (RFP), this is not an invitation to bid and although price is important, other pertinent factors will be taken into consideration.

2. Procurement Questions:

Prospective Proposers are encouraged to submit questions concerning the RFP in writing no later than Friday, July 8, 2016 no later than 2:00 PM. Questions concerning this RFP are to be submitted via email to Mary Wheeler at mwheeler@philapark.org with "RFP No. 16-15 Mechanical/Electrical Engineering" listed in the subject line. Only questions submitted in writing will be addressed. The Authority will answer all questions in writing to all qualified proposers. Any furnished answers will not be official until they have been verified, in writing, by the Authority. The Authority shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Authority. The Authority does not consider questions to be a protest of the specifications or of the solicitation.

3. Proposal Conditions:

Sealed proposals must be received in the office of the Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by 2:00 PM on Friday, July 15, 2016. Each proposer shall submit to the Authority the information and forms required, which forms and information shall become the property of the Authority and will not be returned to proposers, unless a written request to withdraw is received prior to the opening of proposals.

4. Signatures Required:

The proposals *must* be signed in ink in all spaces where signatures are required. In cases of corporation, the signature must be that of a duly authorized officer of the corporation and officer's title must be stated. In cases of partnerships, the signature of a general partner must follow the firm name, using the term "A Member of Firm." In cases of an individual use the term "dba" (Company Name) or as sole owner.

5. Proposal Format:

All proposals submitted must conform to the following format requirements. A transmittal letter signed by a person authorized to engage your company in a contract must be included in your proposal. Proposals must be submitted on letter size (8½" x 11") paper. The point size font for text must be 10 to 12, and 6 to 8 for exhibits. All documents must contain a one-inch margin. For exhibits, 11x17 paper is acceptable. An electronic version of the Proposal Form can be provided to all prospective Proposers upon request. Forms that are altered by the Proposer may be grounds for rejection of the Proposers offer.

The tab requirements are as follows:

- Tab A Letter of Transmittal
- Tab B Executive Summary
- Tab C Financial Statement
- Tab D Insurance Requirements
- Tab E Proposal Form

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- Tab F Firm Experience
- Tab G Staff Experience
- Tab H Unacceptable Contract and Insurance Terms

6. Proposal Qualifications:

Proposals must present evidence satisfactory to the Authority that they are fully competent to perform the conditions of the Contract. Proposers must have the necessary facilities, equipment, experience and financial capacity to fulfill the conditions of the Contract and all the terms and specifications included herein.

Proposers shall provide the Authority (**Tab F**) with information regarding their firm's experience and their ability to perform. In order to be considered qualified, firms shall provide a brief narrative description of your firm's history and capabilities, including the firm's qualification and experience addressed specifically to the scope of work addressed in this solicitation and your capability to perform the required services. Describe past performances and your record of successful completion of similar projects, particularly working within the City of Philadelphia, and with other, similar public agencies. Also, firms must submit, as **Tab G**, a list of key personnel and provide a project staffing plan. Include brief resumes for all individuals listed which outlines education, work history, length of tenure, and relevant experience with similar projects, etc. Key personnel shall be available to commence work immediately upon execution of the contract. Please do not list firm personnel who will not be assigned to this project.

7. Proposing Equivalent Products:

If and whenever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the Authority does not wish to rule out other competition and equal brands or makes, the phrase "or approved equal" is added. However, if a product other than that specified is proposed, it is the proposer's responsibility to identify such a product within the proposal, and to prove to the Authority that said product is equal to that specified, including but not limited to submitting brochures, samples, and/or other specifications in detail on the item(s) proposed. Samples must be submitted by Tuesday, Friday, July 8, 2016 no later than 2:00 PM to the attention of Mary Wheeler at 701 Market Street, Suite 5400, Philadelphia, PA 19106. Approval of samples will be emailed to all prospective proposers via addendum before the due date. Approval of any submitted sample shall be at the sole discretion of the Authority.

8. Executed Contract Required:

Notwithstanding completed review and submission of all Request for Proposal and Response documents, and regardless of any formal or informal public or private statements emanating from any official of the Authority or the Proposer, including any notice of Contract award from the Authority, the Authority will not be legally bound to any contract for the provision of providing mechanical/electrical engineering services or be subject to any other liability whatsoever on any legal theory concerning the provision providing mechanical/electrical engineering services until a final document evidencing the complete and exclusive contract of the parties is signed by the Authority's Executive Director and the duly authorized representative of the Proposer.

All prices set forth in proposals received by the Authority shall remain firm and proposers shall not be allowed to change or alter the prices set forth in their proposals for the duration of the contract period. If the Authority selects the proposer's proposal, the non-conflicting contents of the selected proposal will become contractual obligations upon execution of the contract.

A sample of the PPA standard contract is included in the Requirements section of this solicitation. Please review the contract carefully. Any exceptions or requested changes to the contract must be clearly noted in the proposal (**Tab H**) in order to be considered. Any contract exceptions or changes submitted after proposals are received will not be considered. The Authority is not obligated to accept the requested changes. The Authority may accept some or all changes or may refuse.

9. Rejection or Acceptance of Proposals:

An Evaluation Committee comprised of Authority personnel will review all proposals and select the most responsible proposer(s). Upon the conclusion of their review, the most responsible proposer(s) will be selected to be awarded the contract. The Authority may, at its sole discretion, select more than one proposer to execute a contract. After the selection of the most responsible proposer(s) with the highest quality and best terms, the Committee will make a recommendation to the Authority's Board for the award of a contract. In qualifying a proposer as responsible, the Authority will consider the proposer's ability to meet the requirements, terms and conditions of the RFP. Proposers will be evaluated on factors including, but not limited to, the proposer's work experience, staffing level and experience, responsiveness, quality and timeliness of past performance with the Authority as well as others, financial capability, reliability, responsibility, compliance with equal employment requirements and anti-discrimination provisions, compliance with wage, hour and other fair labor standards, and integrity of the firm and its key people.

The Authority reserves the right to waive any irregularities in the completion of the forms and papers enclosed in this schedule; to accept or reject any or all proposals; to re-advertise for proposals if desired, and to accept the proposal which, in the judgment of the Authority, will be in the Authority's best interest.

Any form which is required to be submitted and which is incomplete, conditional, obscure, contains additions not called for and not approved by the Authority, or which contains irregularities of any kind, may be cause for rejection of the proposal. In the event of default by a successful proposer, or the proposers' refusal to enter into the Contract with the Authority, the Authority hereby reserves the right to re-advertise the solicitation or to accept the proposal of the next most responsible proposer at the Authority's sole option.

At any time up to the hour and date set for opening of proposals, a proposer may withdraw its proposal. Such withdrawal must be in writing and sent to the Authority at the address set forth herein by certified mail, return receipt requested, or delivered in person. Such withdrawal shall be effective only upon receipt by the Authority and will not preclude the submission of another proposal by such proposer prior to the hour and date set for the opening of proposals. After scheduled time for opening of proposals, no proposer will be permitted to withdraw their proposal, and each proposer hereby agrees that their proposal shall remain firm for the contract period. A proposal made and opened may be withdrawn with the written permission of the Authority, if in the Authority's opinion, the proposal is inconsistent with the best interest of the Authority.

10. Unacceptable Proposals:

No proposal will be accepted from or selection made of any person, firm or corporation that is in arrears or in default to the Authority upon any debt or contract, or whose insurer or banking institution is in default as surety or otherwise upon any obligation to the Authority, or has failed in the sole opinion of the Authority to faithfully perform any previous contract with the Authority.

11. Clarification of Instructions:

Should the prospective proposer find a discrepancy in or an omission from the Requirements or Instructions to Proposers, or should she or he be in doubt as to the meaning of any term contained therein, the proposer shall notify Mary Wheeler, Manager of Contract Administration via email at mwheeler@philapark.org. All clarification requests will be responded to via addendum to all proposers.

12. Restriction of Contact:

From the issue date of this RFP until the Authority's Board approves the awarding of the contract, Mary Wheeler, mwheeler@philapark.org is the sole point of contact concerning this RFP. Any violation of this condition may be cause for the Authority to reject the offending proposer's proposal. If the Authority later discovers that the proposer has engaged in any violations of this condition, the Authority may reject the offending proposer's proposal or rescind its award. Proposers must agree not to distribute any part of their proposals beyond the Authority. A proposer who shares

information contained in its proposal with other Authority personnel and/or competing proposer personnel may be disqualified.

13. Notification of Proposer Selection:

The Authority will study and evaluate all proposals which are received in accordance with the instructions set forth in the proposal package and may select a proposer or multiple proposers and notify all other proposers of the selection within sixty (60) days after the date the proposals are opened. Such notice shall be in writing and mailed to the address furnished by each respective proposer in the Transmittal Letter. The selected proposer(s) shall not start the performance of any work prior to the effective date of the Contract and the Authority shall not be liable to pay the selected proposer for any service or work performed or expenses incurred before the effective date of the Contract.

14. Financial Statement (Tab C):

The Vendor must provide financial statements for the last three (3) years, which have been audited or reviewed by an independent Certified Public Accountant who is not an employee of the proposer. Vendor may submit only one copy of their financial statements either with the original or in a separate envelope marked "confidential".

15. MBE/WBE/DBE/DSE Participation:

The Philadelphia Parking Authority strongly encourages the meaningful and substantial participation of Disadvantaged Minority Business Enterprises (DM-DBE), Disadvantaged Women Business Enterprises (DW-DBE) and Disadvantaged Disabled Business Enterprises ("DS-DBE).

The authority requires that each proposer submit as part of its proposal either a "Solicitation for Participation and Commitment Form" or a "Request for Waiver/Reduction of Participation". Please email Mary Wheeler, Manager of Contract Administration to obtain a request for waiver form at mwheeler@philapark.org. Failure to submit a "Solicitation for Participation and Commitment Form" or a "Request for Waiver/Reduction of Participation" may result in the rejection of the proposal.

The Authority has established the follow participation goals for this RFP:

- M-DBE: 10%-15%
- W-DBE: 5%-10%
- DS-DBE: 2%-5%

Proposers are prohibited from discriminating in their selection of subcontractors and are encouraged to solicit quotes from businesses, when applicable, on an equitable basis with other firms.

16. General Warranty:

Neither the final Certificate of Payment nor any provision in the Contract included within the scope of the Contract shall constitute an acceptance of work not done in accordance with the Contract or relieve the proposer of liability in respect to any expressed warranties or responsibility for faulty materials or workmanship.

The vendor must include in its Proposal, a description of all warranty provisions and preventive maintenance operations proposed for this Request for Proposal if applicable.

17. Contract Period:

Commencing with the Effective Date of the Contract the term of this Agreement shall terminate automatically and without notice upon completion of the both projects pursuant to this Agreement, unless terminated earlier by the Authority. The Authority at its sole discretion, shall have the right to terminate the contract upon thirty (30) days written notice. Please refer to the sample contract located in the Requirements.

18. Executive Summary:

The vendor will include in their proposal (**Tab B**), a brief summation of the highlights of the proposal and the overall benefits to the Authority. Briefly explain your understanding of the Project and the Authority's expectations for a successful project outcome. Describe your overall project approach and the work tasks necessary to complete the project including and potential challenges to success.

The Authority has identified the basic approach to meeting its requirements, allowing proposers to be creative and propose their best solution to meeting these requirements.

19. Document Disclosure:

While documents exchanged by or with the Authority or its agents during this process may be protected from public release by certain terms of Pennsylvania's Right to Know Law (65 P.S. §§67.101–67.3104), Pennsylvania's Procurement Code, or other laws, all proposers in the instant process are advised to review such disclosure issues.

20. Business Licenses:

The selected proposer must apply for and obtain, prior to execution of the Final Contract document and at the Proposer's sole expense, any business license required to comply with the applicable law as related to the scope of work detailed in this RFP.

21. Evaluation of the Proposal:

An Evaluation Committee consisting of Authority staff and legal counsel to the Authority will have sole responsibility for reviewing and evaluating all proposals submitted in response to the RFP. This is a professional services contract. Therefore, the Authority intends to award one contract to the Consultant who best demonstrates the level of experience, skill and competence required to perform the services called for in this RFP in the most efficient, cost-effective, and professional manner, thereby presenting the greatest value to the Authority. The Evaluation Committee will review the proposals against the following criteria:

- **Project Understanding, Project Approach and Schedule.** Clear understanding of the Consultant's roles and responsibilities, project goals, and program requirements, work plan and timeline. 20%
- **Consultant's Experience:** Demonstrated experience on projects of similar scope and scale. Experience of a successful track record with similar or local agencies and a working knowledge of City of Philadelphia requirements is preferred. 25%
- **Key Personnel.** Commitment of the firm's principal leadership on this project. 25%
- **Best Value for the Authority.** Proposals that reflect demonstrated competency with competitive fees for services. 30%

Based on the review of the written proposals, certain proposers may be asked to demonstrate their plan of operation for this solicitation.

22. Mandatory Pre-Proposal Meeting/Site Visit:

In addition to thoroughly examining and familiarizing themselves with the requirements and all other contract documents, proposers must visit the site prior to submitting their proposal, to ascertain existing conditions relating to construction and labor and to ensure that their proposal is all-inclusive. Prospective Proposers will meet at The Independence Mall site during the mandatory pre-proposal meeting. All in attendance will be driven to visit the Family Courthouse Garage and returned to the Independence Mall Garage.

- **Date:** Thursday, June 30, 2016
- **Time:** 10:00 AM
- **Location:** The Great Room, Independence Mall Garage

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501-35 Market Street
Philadelphia, Pa 19106

- **Directions:** Entrance is located on the east side of 6th Street between Market and Arch Streets.

23. Standard Practices:

All work performed under the contract shall be subject to inspection and final approval by the Authority.

24. Statement of No Proposal:

All Prospective Proposers that do not intend to submit a proposal are asked to complete the Proposal Decline Form enclosed in the proposal documents. This document must be emailed to the attention of Mary Wheeler, Manager of Contract Administration at mwheeler@philapark.org.

25. Invoicing:

All invoices must be accompanied by the contract number and a description of services performed. The Authority will not be responsible for any invoices not delivered or mailed to:

Chris Perks, PE
THE PHILADELPHIA PARKING AUTHORITY
701 Market Street, Suite 5400
Philadelphia, PA 19106

26. Shipping and Delivery:

The vendor will be responsible for all shipping and delivery costs of the specified items required to support the proposal.

27. Insurance Requirements:

The successful proposer will be required to submit **(TAB D)** Insurance Coverage as outlined in the Requirements. The proposer shall submit with their proposal a sample certificate of insurance from another recent project or a letter from its insurance company indicating that they will provide the required insurances as outlined in this RFP.

**THE PHILADELPHIA PARKING AUTHORITY
701 MARKET STREET – SUITE 5400
PHILADELPHIA, PA 19106**

**MECHANICAL/ELECTRICAL ENGINEERING
VENTILATION SYSTEM REPLACEMENT
TWO CENTER CITY GARAGES
PROPOSAL No. 16-15**

REQUIREMENTS

Background:

Part A. The Independence Mall garage is a three level underground garage with 612 parking spaces, located on Independence Mall between 5th and 6th, Market and Arch Streets in Philadelphia, Pennsylvania. It was originally constructed in 1967.

The underground building is ventilated with 12 fans (four on each level), which draw fresh air in on the 5th Street side and exhaust air on the 6th Street side. The existing ventilation system and carbon monoxide (CO) detection system were installed circa 1999.

See drawings A1 through A4, M0 through M4, and E5 through E7 attached as *Exhibit A (pdf files will be made available to all prospective proposers after the pre-proposal meeting)*.

The Authority intends to engage a single prime mechanical/electrical engineering firm (Engineer) to evaluate the existing systems and write a brief report of findings and recommendations, and then design the replacement fan motors, variable speed drives, controllers, and the carbon monoxide (CO) detection system for the building.

Part B. The Authority also operates a three level underground garage in the Family Courthouse building at 1500 Arch Street in Philadelphia. The underground parking levels are ventilated with 4 fans (2 on level P-1, 2 on the second floor of the building), which draw fresh air in on the west side and exhaust air on the 15th Street side. The existing ventilation system and carbon monoxide (CO) detection system were installed in 2014. The ventilation and CO detection system in that building might not be totally compliant with local codes.

The Engineer shall evaluate the two existing systems and prepare a written report of findings and recommendations. The Engineer shall then design the recommended alterations to the two systems to bring them into total compliance with the code.

Scope of Work

The PPA anticipates that the selected Engineer will provide and shall be responsible for all necessary engineering, design, and related professional services for the Project, including but not limited to; field inspection/building survey, evaluation, analysis, reporting, design, bid document preparation, permitting assistance, bid review and construction phase services.

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REQUIREMENTS

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The Engineer shall first inspect the ventilation and CO systems in the garage(s) in order to verify their condition and dimensions, and to identify any other related architectural, structural, or electrical repairs for inclusion in the construction scope of work.

The Engineer shall then analyze the two buildings' ventilation and CO detection systems for compliance with all applicable codes. The Engineer shall then present their findings and recommendations in a comprehensive report. Two separate reports, one for each garage location. The basis of design for new equipment shall be a digital garage ventilation control system as manufactured by Nagle Energy Solutions, <http://www.nagleenergy.com/about-us/>, or approved equal.

The final work product shall include construction documents, drawings and project manual, sufficient to obtain construction permits from the City of Philadelphia Department of Licenses & Inspections, and to bid the work. The Project will be bid for two prime contractors, mechanical and electrical.

Engineer shall also prepare any other information required to obtain approval from the City of Philadelphia's Department of Public Health, Division of Air Management and any other third party regulatory agency approval(s) required for construction. Engineer shall prepare an opinion of probable construction cost for submission with the preliminary report and with the final design.

Project deliverables shall include as a minimum, five sets of the reports, three sets of signed and sealed final drawings, project manual, and technical specifications, one (1) .pdf version of final drawing set and project manual (for bidding), and one (1) .DWG file of the final drawing set (as-built).

The Engineer shall assist the PPA by answering bidders' questions, with bid review, and will provide construction phase administration and observation services. The Engineer will be expected to review the contractor's invoices against work progress, and to make written recommendations for construction progress payments.

THE PHILADELPHIA PARKING AUTHORITY
INSURANCE AND INDEMNIFICATION REQUIREMENTS
RFP No. 16-15 Mechanical/Electrical Engineering – Professional Services

Prior to commencement of the contract and until completion of your work, _____ shall, at its sole expense, maintain the following insurance on its own behalf, with an insurance company or companies having an A.M. Best Rating of "A-: Class VII" or better, and furnish to The Philadelphia Parking Authority Certificates of Insurance evidencing same. Coverage must be written on an "occurrence" basis (exception – professional and environmental/pollution liability may be written on a "claims-made basis) and shall be maintained without interruption through the entire period of this agreement.

1. Workers' Compensation and Employers Liability: in the State in which the work is to be performed and elsewhere as may be required and shall include, where applicable, U.S. Longshoremen's and Harbor Workers' Coverage.

- a) Workers' Compensation Coverage: Statutory Requirements
b) Employers Liability Limits not less than:

Bodily Injury by Accident:	\$500,000 Each Accident
Bodily Injury by Disease:	\$500,000 Each Employee
Bodily Injury by Disease:	\$500,000 Policy Limit

2. Commercial General Liability: including Premises-Operations, Independent Contractors, Products/Completed Operation, Broad Form Property Damage, Contractual Liability (including Liability for Employee Injury assumed under a Contract), and Personal Injury Coverage.

- a) Occurrence Form with the following limits:

(1) General Aggregate:	\$2,000,000
(2) Products/Completed Operations Aggregate:	\$1,000,000
(3) Each Occurrence:	\$1,000,000
(4) Personal and Advertising Injury:	\$1,000,000
(5) Fire Damage (any one fire):	\$ 50,000
(6) Medical Expense (any one person):	\$ 10,000

- b) General Aggregate must apply on a Per Location Basis

- c) Owner must be named as additional insured as shown in requirement #9.

3. Automobile Liability: (Note: if no owned vehicles, show at least hired and non-owned coverage)

- a) Coverage to include:

- (1) All Owned, Hired and Non-Owned Vehicles
(2) Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract)

- b) Per Accident Combined Single Limit: \$1,000,000

- c) Owner must be named as additional insured as shown in requirement #9.

4. Excess / Umbrella Liability Insurance with a minimum acceptable limit of coverage of \$5,000,000 (or the final limit decided to be appropriate) per occurrence and aggregate. Such coverage shall be excess of the general liability insurance, business auto liability insurance, and employers liability as required by this contract. Owner must be named as additional insured as shown in requirement #9.

5. If professional services are involved - Professional (E&O) Liability Insurance with minimum acceptable limits of \$1,000,000 per claim, \$2,000,000 aggregate. Claims-made is acceptable.

6. If any work involves or includes handling, transporting, disposing or performing work or operations with hazardous substances or constituents, contaminants, waste, toxic materials, or any potential pollutants – Environmental/Pollution Liability Insurance with minimum acceptable limits of \$3,000,000 per occurrence. Owner must be named as additional insured as shown in requirement #9. Claims-made is acceptable.
 7. Deductibles or Self Insured Retention's: "if applicable"
None of the policies of insurance required by this agreement shall contain deductibles or self-insured retention's in excess of \$25,000. _____ is responsible to pay any and all deductibles and/or self-insured retentions that may apply to the required insurance.
 8. Financial Rating of Insurance Companies:
 - a) A.M. Best Rating: A- (Excellent) or Higher
 - b) A.M. Best Financial Size Category: Class VII or Higher
 9. The Philadelphia Parking Authority, The City of Philadelphia, The Commonwealth of Pennsylvania its agents, employees, representatives, officers and directors individually and _____ collectively, shall be added as **ADDITIONAL INSUREDS** on the policies as noted above even for claims regarding their Sole Negligence. _____'s coverage shall be primary and non-contributory to any other coverage available to Philadelphia Parking Authority, including, without limitation, coverage maintained by Philadelphia Parking Authority wherein Philadelphia Parking Authority is named insured, and that no act of omission shall invalidate the coverage.
 10. It is agreed that _____ insurance will not be cancelled, materially changed or non-renewed without at least thirty (30) days written notice to The Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by Certified Mail-Return Receipt Requested.
 11. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:
 - a) _____ waives all rights of recovery against The Philadelphia Parking Authority and all additional Insureds for loss or damage covered by any of the insurance maintained by _____ pursuant to this Contract.
 - b) _____ and its respective insurance carriers hereby waive all rights of subrogation against The Philadelphia Parking Authority and all additional insureds for loss or damage covered by any of the insurance maintained by _____ Pursuant to this contract.
 - c) If any of the policies of insurance required under this Contract require an endorsement to provide for the waiver of subrogation set forth in b, above, then the named insured's of such policies will cause them to be endorsed.
 12. The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the _____.
- None of the requirements contained herein as to the types, limits, or Philadelphia Parking Authority's approval of insurance coverage to be maintained by _____ are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by _____ under the Contract Documents, any other agreement with _____, or otherwise provided by law.
13. Any type of insurance or any increase in limits of liability not described above which the Authority requires for its own protection or on account of statute shall be its own responsibility and at its own expense.

14. The carrying of insurance shall in no way be interpreted as relieving _____ of any responsibility or liability under the contract.
15. Prior to the commencement of work or use of premises, _____ shall file Certificates of Insurance with The Philadelphia Parking Authority, which shall be subject to The Philadelphia Parking Authority's approval of adequacy of protection and the satisfactory character of the insurer. The Certificates of Insurance should be mailed within five days of receipt of these insurance requirements to The Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106, regardless of when your work will start. Project description and Job Number must be shown on the Certificate of Insurance.

In the event of a failure of _____ to furnish and maintain said insurance and to furnish satisfactory evidence thereof, The Philadelphia Parking Authority shall have the right (but not the obligation) to take out and maintain the same for all parties on behalf of _____ who agrees to furnish all necessary information thereof and to pay the cost thereof to The Philadelphia Parking Authority immediately upon presentation of an invoice.

16. Failure of _____ to obtain and maintain the required insurance shall constitute a breach of contract and _____ will be liable to the Philadelphia Parking Authority for any and all cost, liabilities, damages, and penalties (including attorney's fees, court, and settlement expenses) resulting from such breach, unless the Philadelphia Parking Authority provides _____ with a written waiver of the specific insurance requirement.
17. None of the requirements contained herein as to the types, limits, or PPA's approval of insurance coverage to be maintained by _____ are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by _____ under the Contract Documents, any other agreement with the PPA, or otherwise provided by law.
18. _____ shall require all subcontractors (of every tier) to meet the same insurance criteria as required of _____. The subcontractor's insurance must name the PPA as additional insured. _____ shall maintain each subcontract's certificate of insurance on file and provide such information to the PPA for review upon request.
19. Failure of _____ to provide insurance as herein required or failure of PPA to require evidence of insurance or to notify _____ of any breach by _____ of the requirements of this Section shall not be deemed to be a waiver of any of the terms of the Contract Documents, nor shall they be deemed to be a waiver of the obligation of _____ to defend, indemnify, and hold harmless the indemnified parties as required herein. The obligation to procure and maintain any insurance required is a separate responsibility of _____ and independent of the duty to furnish a copy or certificate of such insurance policies.
20. _____ agrees to indemnify, hold harmless and defend The Philadelphia Parking Authority, The City of Philadelphia, The Commonwealth of Pennsylvania and their agents, employees, representatives, officers and directors (the "Indemnified Parties" individually and collectively) from and against any and all liability for loss, damage or expense for which the Indemnified Parties may be held liable by reason of injury (including death) to any person (including _____ employees/volunteers) or damage to any property of whatsoever kind or nature arising out of or in any manner connected with the activities of _____ whether or not due in whole or in part to any act, omission, or negligence of the Indemnified Parties or any of their agents, employees, representatives, officers, directors, stockholders, Subcontractors, third

parties or parent, subsidiary and affiliated companies, whether known or unknown to The Philadelphia Parking Authority or _____. It is expressly understood and agreed that the indemnity contained in this paragraph covers claims by _____ employees / volunteers. It is further expressly agreed _____ assumes the fullest extent of all obligations to indemnify and defend all parties whom The Philadelphia Parking Authority is obligated to indemnify and defend in The Philadelphia Parking Authority's contract with others (whether or not such obligations may extend beyond those addressed in this Agreement.)

**AGREEMENT FOR PROFESSIONAL
SERVICES BY AND BETWEEN
THE PHILADELPHIA PARKING AUTHORITY
AND _____**

Contract No. _____

THIS AGREEMENT effective as of the ____ day of _____, 2016 by and between **The Philadelphia Parking Authority**, an agency of the Commonwealth of Pennsylvania and a body corporate and politic, with its principal address at 701 Market Street, Suite 5400, Philadelphia, PA 19106 (the "**Authority**") and _____ with a registered address at _____ ("**Consultant**").

WITNESSETH:

WHEREAS, the Authority, a public body corporate and politic organized and existing under the Act of 2001, June 19, P.L. 287, No. 22, as amended;

WHEREAS, the Authority operates two (2) underground parking garages in Philadelphia located between 5th and 6th Streets and Market and Arch Streets ("Independence Mall") and 1500 Arch Street (Family Court");

WHEREAS, the Authority desires to engage Consultant to render professional services in connection with replacing the ventilation at the Independence Mall garage and modifying the CO detection system at the Family Court garage to ensure compliance with local codes, subject to the terms and conditions set forth herein;

WHEREAS, Consultant hereby agrees to furnish the Authority with professional mechanical/engineering services as hereinafter described;

WHEREAS, in order to procure such professional consulting services, the Authority issued a Request for Proposal "Professional Services-Mechanical/Electrical Engineering Ventilation System Replacement/Repair Two Center City Garages" RFP No. 16-15 on _____ ("RFP");

WHEREAS, Consultant submitted a conforming response to the RFP on _____ ("Proposal") and is in the business of providing high quality professional services of the type that the Authority desires to procure;

WHEREAS, after due consideration and deliberation within the Authority, Consultant was selected to provide the services hereinafter described upon the successful negotiation of this Agreement and assent of the Authority's Board; and

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, intending to be legally bound, the parties hereto hereby agree as follows:

MECHANICAL/ELECTRICAL ENGINEERING

PROPOSAL NO. 16-15

**REQUIREMENTS
PAGE 7**

1. SCOPE OF SERVICES.

The Authority hereby engages and Consultant hereby agrees to perform the following consulting services ("Services"):

A. To provide professional mechanical/engineering services in accordance with Consultant's Propopsal, a true and correct copy of which is attached hereto as Exhibit "A" and in accordance with the terms and conditions detailed in the RFP, a true and correct copy of which is attached hereto as Exhibit "B" and incorporated throughout this agreement;

B. To perform high quality professional services in the most cost effective manner utilizing personnel at the level of competence required relative to the nature of the work, and to follow all applicable federal, state, or local laws; and

C. To coordinate the fulfillment of this Agreement with the Authority's Project Manager for the implementation of the Services. The Authority's Project Manager shall be Richard Dickson, Deputy Executive Director, who may be reached at 215-683-9724 or by e-mail at RDickson@philapark.org. However, the parties agree that only the Authority's Board or Executive Director may consent to any alteration or amendment to this Agreement, and in each such case in writing.

2. TERM.

The Term of this Agreement shall commence on the date first written above and shall expire automatically and without notice upon successful completion of the Services under this Agreement and approval of the Authority, or _____, whichever shall come first. The term of this Agreement may be extended by written mutual Addendum to this Agreement. The Authority, at its sole discretion, shall have the right to terminate the Agreement upon thirty (30) days written notice.

3. CONSIDERATION AND PAYMENT.

A. The Authority agrees to pay and Consultant agrees to accept _____ for all services performed under this Agreement. Any additional services shall be billed at the Consultant's hourly rates as presented in Consultant's Proposal attached hereto as Exhibit "A". Any and all additional services must be approved in writing and in advance by the Authority.

B. Consultant shall invoice the Authority monthly, commencing with the execution of this Agreement, on the basis of the Services performed by Consultant during the preceding month. All invoices shall be in form and substance acceptable to the Authority and shall include costs for the Services and approved reimbursable expenses. No late fees, penalties, or interest may be assessed against the Authority for late payments. All invoices shall be submitted to:

**Chris Perks, PE
The Philadelphia Parking Authority
701 Market Street, Suite 5400
Philadelphia, Pa 19106**

C. At no time will Consultant be reimbursed for any administrative or overhead costs incurred by Consultant in fulfilling the terms of this agreement, including, but not limited to, any time, fees or expenses associated with Consultant's travel, fuel, lodging, food, or photocopying in connection with Consultant's Services. Direct expenses shall be billed at cost, without markup.

4. NO SOLICITATION/CONFLICTS OF INTEREST.

A. Consultant does hereby warrant and represent that the laws of the Commonwealth of Pennsylvania have not been violated as they relate to the procurement or performance of this Agreement by any conduct, including payment or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly to any Authority employee, officer or Consultant.

B. To the best of Consultant's knowledge, no Authority member or officer, and no employee of the Authority has any interest (whether contractual, non-contractual, financial or otherwise) in this transaction or in the business of Consultant. If such transaction comes to the knowledge of the Consultant at any time, a full and complete disclosure of such information shall be made to the Authority.

C. Consultant hereby acknowledges receipt and acceptance of the Authority's Conflict of Interest Policy.

5. CHANGE ORDERS.

A. The Authority's Project Manager may at any time, by written order and without notice to the sureties, if any, direct any change to the Services within the general scope of the Agreement ("Change Order"). But for the Authority's Executive Director or Board of Directors, no other employee, agent, or representative is authorized to direct any change to the Services under the Agreement, unless expressly authorized to do so in writing by the Authority's Project Manager.

B. If any change directed in writing by the Authority's Project Manager causes an increase in the cost of, or time required for, performance of any part of this Agreement, otherwise affects any provision of the Agreement, Consultant shall notify the Authority's Project Manager in writing within five (5) business days of receipt of the written Change Order, and shall negotiate in good faith with the Authority, as appropriate, an equitable adjustment to the price and/or schedule (or change to any other terms or conditions). The Authority's Project Manager shall issue a modification to the Agreement reflecting the terms of the equitable adjustment, which, if agreed to, shall be signed by the Consultant. Consultant shall not unreasonably delay or withhold its consent to any Change Orders.

C. If the Authority desires to have Consultant enter into a separate services agreement covering subject matter related to this Agreement or any Support and Maintenance Agreement, Consultant shall review any such agreement presented by the Authority, or suggest its own form of agreement, and shall negotiate such proposed terms in good faith with the Authority.

D. Change Orders which reach or exceed Twenty Five Thousand and No/100 Dollars (\$25,000.00) must be approved by the Authority's Board in addition to approvals required in this Agreement. The Board's approval of such Change Orders will be in a written format, signed by the Board of Directors or its designee,

and attached to the Change Order when submitted to Consultant. The Authority reserves the right to submit any Change Order to its Board for advance approval regardless of cost.

6. INABILITY OF CONSULTANT TO PERFORM.

The inability of Consultant to perform or provide the Services under this Agreement, for any reason, shall automatically terminate this Agreement, whereupon all liabilities or obligations for payment hereunder shall terminate as of the date of such termination.

7. TERMINATION FOR CONVENIENCE OF AUTHORITY.

The Authority and Consultant agree that this Agreement may be terminated by the Authority with or without cause upon five (5) day notice in writing by the Authority to Consultant. If the Agreement is terminated by the Authority, as provided herein, Consultant will be paid any compensation outstanding for the Services satisfactorily performed pursuant to Section 1 herein for the period prior to the date of termination. In such event, all memoranda, records, data, information and other documents prepared by Consultant shall become the property of the Authority and shall be forthwith delivered to the Authority. The payments to be made to Consultant hereunder are the Consultants sole remedy and right with respect to termination under this paragraph.

8. GENERAL TERMS AND CONDITIONS.

A. Confidential Matters.

Consultant agrees that it will treat as confidential any information or document from the files of the Authority, including without limitation any information relating to the Authority's software or hardware products, business or financial affairs and information disclosed orally and identified as confidential, which may come into their possession in pursuit of its duties under this Agreement.

B. Force Majeure.

Neither contracting party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition and governmental action) that was beyond the party's reasonable control.

C. No Third-Party Beneficiaries.

There are no third-party beneficiaries to this Agreement.

D. Maintenance of Records.

Consultant understands that certain records related to this Agreement may be public records pursuant to Pennsylvania's Right-to-Know Law and Consultant must duly comply with demands made through the Authority for such records. 65 P.S. 67.101. Regardless of the impact of the Right-to-Know Law, Consultant shall maintain all data, records, memoranda, statements of services rendered, correspondence and copies thereof, in adequate form, detail and arrangement, for the Authority's benefit for a minimum of seven (7) years

following the termination or expiration of this Agreement. Thereafter, Consultant shall contact the Authority before disposing of any such materials and the Authority may direct that some or all of such materials be delivered to the Authority.

E. Assignment.

This Agreement may not be transferred or assigned by Consultant without the prior written consent of the Authority which consent may be withheld in the sole discretion of the Authority, any transfer or assignment made without the prior written consent of the Authority shall be void.

F. Non-Discrimination.

Consultant agrees to abide by all legal provisions regarding non-discrimination in hiring and contracting made applicable by federal, state and local laws.

G. Notices.

Any notice or demand given by one party to the other under this Agreement shall be in writing and served by nationally recognized overnight courier service or sent by United States certified or registered mail return receipt requested, postage prepaid, or by overnight express delivery service or by courier service, against written receipt or signed proof of delivery addressed to the other party at the address set forth below, unless a party shall have provided written notice to the other identifying a new address for notice:

The Authority:

Consultant:

The Philadelphia Parking Authority
701 Market Street, Suite 5400
Philadelphia, PA 19106
Attn: Dennis G Weldon, Jr.
General Counsel

All notices shall be deemed given on the day after the notice was given to the courier or Postal service.

H. Captions.

The captions in this Agreement are for convenience only and are not a part of this Agreement and do not in any way define, limit, describe or amplify the terms and provisions of this Agreement or the scope or intent thereof.

I. General Indemnity.

Consultant, for itself, its successors, assigns, agents, and sub-contractors hereby agrees to indemnify, hold harmless and defend the Philadelphia Parking Authority, the City of Philadelphia, and the Commonwealth of Pennsylvania and their agents, employees, representatives, officers and directors (the Indemnified Parties)

from and against any and all liability for losses, (including those related to business interruption), damage (including special, consequential and incidental) liabilities, claims, demands, causes of action or expense (including attorney's fees and expenses) for which the Indemnified Parties may be held liable by reason of injury (including death or workers compensation) to any person (including Consultant's employees) or damage to any property of whatsoever kind or nature arising out of or in any manner connected with the work to be performed for the Indemnified Parties (including, but not limited to, work performed under this contract, work performed under Change Order, or any such other work performed for or on behalf of the Indemnified Parties), whether or not due in whole or in part to any act, omission, or negligence of the Indemnified Parties or any of their agents, employees, representatives, officers, directors, stockholders, subcontractors, third parties or parent, subsidiary and affiliated companies, whether known or unknown to the Indemnified Parties or Consultant. It is expressly understood and agreed that the indemnity contained in this paragraph covers claims by Consultant's employees. It is further expressly agreed that Consultant assumes the fullest extent of all obligations to indemnify and defend all parties whom the Indemnified Parties are obligated to indemnify and defend in the Indemnified Parties contract with others (whether or not such obligations may extend to items beyond those addressed in this Agreement). This obligation to indemnify, defend and hold harmless shall survive termination of this Agreement.

J. Conflicting Provisions.

This Agreement contains the entire agreement of the parties with respect to the matter covered by this Agreement. No other agreement, statement, representation, understanding or promise made by any party or by any employee, officer or agent of any party, that is not contained in this Agreement, shall be binding or valid. Any revisions, additions, and/or modifications of this Agreement must be set forth in writing and signed by all parties.

K. Entire Agreement.

This Agreement contains the entire agreement of the parties with respect to the matter covered by this Agreement. No other agreement, statement, representation, understanding or promise made by any party or by any employee, officer, or agent or any party, that is contained in this Agreement, shall be binding or valid. Any revisions, additions, and/or modifications of this Agreement must be set forth in writing and signed by all parties.

L. Exhibits.

All Exhibits to this agreement are hereby incorporated by reference into, and made a party of, this Agreement.

M. Interpretation.

The contracting parties acknowledge and agree that (i) each party reviewed and negotiated the terms and provisions of this Agreement and has contributed to it; and (ii) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of the Agreement, regardless of which party was generally responsible for the preparation of this Agreement.

N. Order of Precedence.

In the event of an inconsistency between provisions of this Agreement, it shall be resolved by giving precedence in the following order: (1) the main body of this Agreement (not including Exhibits); (2) the RFP (Exhibit "B"), Consultant's Proposal (Exhibit "A") and (3) all other exhibits. It is Consultant's responsibility to study this Agreement and to report at once in writing to the Authority any errors, inconsistencies, discrepancies, omissions or conflicts discovered between any provisions of the Agreement. Any work performed by the Consultant prior to receiving a written response from the Authority with respect to any alleged error, inconsistency, discrepancy, omission or conflict shall be at the Consultant's own risk and expense.

O. Risk of Loss.

In the event any portion of this Agreement requires the delivery of goods to the Authority, the risk of loss for such goods shall not pass to the Authority until received and accepted by the designated Authority representative.

P. Specific Proposals.

It is understood that the Authority shall have the absolute discretion to accept, reject or modify any proposal or offer which Consultant may bring to the Authority's attention during the term of this Agreement. The Authority may direct that Consultant suspend or modify any of its collection activities or methods related to this Agreement at any time.

Q. Independent Contractor.

Consultant agrees that it, as well its employees, are independent contractors as to any Services provided and this Agreement is not intended to create any form of employment relationship.

R. Applicable Law and Venue.

All disputes arising in connection with this Agreement shall be interpreted and governed by the laws of the Commonwealth of Pennsylvania. The parties hereto irrevocably consent to the exclusive jurisdiction of the First Judicial District of Pennsylvania, being the Philadelphia Court of Common Pleas.

S. Taxes.

1. Consultant hereby certifies that neither it, nor any of its parent or subsidiary entities, is delinquent or overdue in the payment of any tax or fee to the City or County of Philadelphia or the Commonwealth of Pennsylvania. Consultant also certifies that its Philadelphia Business Privilege Tax ID. No. is: _____. Consultant further certifies that its Federal Tax ID. No. is: _____.

2. As an agency of the Commonwealth of Pennsylvania, and a local government agency, the Authority is exempt from the payment of state and local sales and use and other taxes on material, equipment or other personal property. Consultant agrees that the fees, prices or rates stated in this Agreement (1) do not include any state or local taxes, surcharges or fees on the Authority in connection with this transaction, and (2)

do include all other applicable taxes for which Consultant is liable. In the event Consultant s performance under this Agreement creates a tax liability, such taxes, including but not limited to, real estate taxes, school taxes, use & occupancy taxes, and sales taxes shall be the sole obligation of Consultant, and Consultant shall maintain current accounts as to the payment of such taxes and be liable over to the Authority for any taxes assesses against the Authority as a result of Consultants performance under this Agreement.

T. Insurance.

Consultant agrees to provide the Authority the appropriate certificates of insurance in accordance with the Insurance Requirements detailed in the RFP.

U. Waiver.

No term or provision hereof shall be deemed waived by the parties unless such waiver or consent shall be in writing signed by both parties. No breach shall be excused unless it is in writing signed by the non-breaching party.

V. Separation Clause.

If any provision of this Agreement, or the application of any provision to any person or circumstances, is held invalid or unenforceable, the remainder of this Agreement and the application of such provision(s) to other persons or circumstances shall remain valid and enforceable.

**SIGNATURE
PAGE
TO
FOLLOW**

IN WITNESS WHEREOF, and intending to be legally bound pursuant to the Uniform Written Obligations Act, 33 P.S. 6, the parties have set their hands and seals on the date first above written.

The Philadelphia Parking Authority

Attest: _____

By: _____

Vincent J.

Fenerty, Jr.

Executive Director

Print Name: _____

Print Title: _____

APPROVED AS TO FORM

By: _____

General Counsel's Office

Witness: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

NAME OF PRIME PROPOSER

**THE PHILADELPHIA PARKING AUTHORITY
701 MARKET STREET – SUITE 5400
PHILADELPHIA, PA 19106**

**MECHANICAL/ELECTRICAL ENGINEERING
VENTILATION SYSTEM REPLACEMENT/REPAIR
TWO CENTER CITY GARAGES
PROPOSAL No. 16-15**

PROPOSAL FORM

1. The undersigned, having familiarized ___self/selves with the proposal documents to provide mechanical/electrical engineering services, including the Notice to Proposers, Instructions to Proposers, Proposal Form, Affidavit of Non-Collusion, Requirements, and Addenda if any (hereinafter collectively referred to as the "Proposal Documents"), as prepared by the Philadelphia Parking Authority and on file in the office of the Authority at 701 Market Street, Suite 5400, Philadelphia, Pa 19106, hereby proposes to provide mechanical/electrical engineering services.
2. In submitting this proposal, it is understood that the Authority reserves the right to withdraw and cancel this invitation prior to opening of proposals or to reject any and all proposals after proposals are opened if this is in the best interest of the Authority and in the Authority's sole judgment. If written notice of the acceptance of this proposal is mailed, telegraphed or delivered to the undersigned within thirty (30) days after the opening thereof, or at any time thereafter before this proposal is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form.
3. Attached hereto is an affidavit of proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposal for the contract for which this proposal is submitted.
4. Proposer acknowledges receipt of the following addenda:

Addendum	Date
_____	_____
_____	_____
_____	_____

NAME OF PRIME PROPOSER

- 5. **Fee Proposal:** Proposer agrees to provide a lump sum fee for all professional services, broken into three phases, evaluation, design and construction, and separated by the two facility locations. An attached worksheet (**Tab E**), should illustrate the anticipated level of effort by showing the utilization of the key personnel and their hours and hourly rates. Also include a per diem rate schedule for key personnel showing the hourly billing rates of the individuals. Include a budget and unit cost rate schedule for anticipated direct expenses. The Authority will reimburse the Consultant only for actual out-of-pocket direct expenses.

Proposal Summary	Independence Mall	Family Court
Evaluation		
Design / Bid Docs		
Const. Admin.		
Expenses		
Total Project		

- 6. **Contract Period:** Commencing with the Effective Date of the Contract the term of this Agreement shall terminate automatically and without notice upon completion of both projects pursuant to this Agreement, unless terminated earlier by the Authority. The Authority at its sole discretion, shall have the right to terminate the contract upon thirty (30) days written notice.

NAME OF PRIME PROPOSER

7. Site Inspection Statement: The Undersigned has visited the Independence Mall Garage and the Family Courthouse Garage, as required in the Instructions. As a consequence of this inspection, the undersigned Engineer is fully cognizant of the circumstances and conditions that may affect the prosecution and completion of the work and the cost thereof. The site inspection took place prior to the submission of the proposal.

Signature

Name
(Please Print)

Title

Date of Site Inspection – Independence Mall Garage

Date of Site Inspection – Family Courthouse Garage

NAME OF PRIME PROPOSER

- 8. Requirement Statement:** The undersigned vendor agrees to provide professional mechanical/electrical engineering services as specified in the Requirements and any Addenda if issued.

Signature

Name
(Please Print)

Title

Date

NAME OF PRIME PROPOSER

9. Proposer Signatures:

If offer is by an individual or partnership, form must be dated and signed here:

Signature of Owner of Partner

Typed or Printed Name

Title

Date

Business Name of Bidder

Street Address

City/State/ ZIP Code

Telephone Number

If proposal is by a corporation, form must include the date and be signed here by (a) President or Vice President, and (b) Secretary, Assistant Secretary, Treasurer, or Assistant Treasurer, and (c) a corporate seal must be affixed. If this form is not so signed, a corporate resolution authorizing form of execution must be attached to this proposal.

Signature

Typed or Printed Name

Title

Business Name of Bidder

Street Address

City/State/ZIP Code

Telephone Number

Date

Signature

Typed or Printed Name

Title

SEAL:

NAME OF PRIME PROPOSER

10. Affidavit of Non-Collusion:

STATE OF

COUNTY OF

_____, being first duly sworn, deposes and says:

.....That the bidder is a

.....

(Partner or officer of the firm of, etc.)

The party making this proposal, that such proposal is genuine and not collusive or a sham; that such proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price or affiant or of any other proposer, or to fix any overhead, profit or cost element of said proposal price, or of that of any other proposer, or to secure any advantage against the Philadelphia Parking Authority, or any person interested in the proposed contract; and that all statements in said proposal or bid are accurate, true and not misleading.

Signature of Proposer, if proposer is an individual

Signature of Officer, if proposer is a corporation

Subscribed and sworn to
Before me this _____
Day of _____ 2016.
My commission expires on
_____, 20 _____

NAME OF PRIME PROPOSER

11. Proposer's Qualifications:

- a. Type of business: Individually owned
Check one Partnership
Corporation
Other

- b. Number of employees: Under 25
Check one Under 50
Under 100
Over 100

c. If you have had previous contracts with the Authority, list date and product or service provided:

i.

ii.

iii.

iii.

d. List three (3) recent contracts your firm has fulfilled involving the same type of product or service described in this bid. Note the dollar amount of your firm's work under the contract. Identify references (contact person's name and telephone number) for all contracts listed.

i.

.....

ii.

.....

iii.

.....

NAME OF PRIME PROPOSER

INTENTIONALLY

LEFT BLANK

See Instructions: Complete one or more forms for each type of disadvantaged business participation required: check one: B-DBE DS-DBE M-DBE W-DBE

For the type of disadvantaged business checked, list below all the certified firms that were solicited whether or not a commitment was made. *Photocopy this form as necessary.*

Disadvantaged Business Information	Type of Work or Materials	Date Solicited		Commitment Made		Give reason(s) if no commitment made or no quote received:
Company Name		Phone	Mail	Yes (Date)	No	
Address						
Contact Name		Quote Received		Amt Committed to		
Telephone No.		Yes	No	\$	%	
MBEC Certification No.				percentage of total bid		
Disadvantaged Business Information	Type of Work or Materials	Date Solicited		Commitment Made		Give reason(s) if no commitment made or no quote received:
Company Name		Phone	Mail <td>Yes (Date)</td> <td>No</td>	Yes (Date)	No	
Address						
Contact Name		Quote Received		Amt Committed to		
Telephone No.		Yes	No	\$	%	
MBEC Certification No.				percentage of total bid		
Disadvantaged Business Information	Type of Work or Materials	Date Solicited		Commitment Made		Give reason(s) if no commitment made or no quote received:
Company Name		Phone	Mail <td>Yes (Date)</td> <td>No</td>	Yes (Date)	No	
Address						
Contact Name		Quote Received		Amt Committed to		
Telephone No.		Yes	No	\$	%	
MBEC Certification No.				percentage of total bid		



Proposal Decline Form: RFP No. 16-15 Mechanical/Electrical Engineering

If you do not intend to or have not submitted a proposal to the Authority for this solicitation, please return this form immediately.

The undersigned vendor declines to submit an offer for this project.

Name: _____

- Requirements too "tight" (explain below)
- Unable to meet time period for responding to this RFP
- We do not offer this product or service
- Our schedule would not permit us to perform
- Unable to meet Requirements
- Unable to meet Bond/Insurance Requirements
- Requirements unclear (explain below)
- Unable to meet Insurance Requirements
- Unable to meet Contract Requirements (explain below)
- Other (specify below)

Comments:

Upon completion of this form, please email the form to Mary Wheeler, Manager of Contract Administration at mwheeler@philapark.org.

Exhibit A

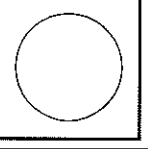
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 PROJECT: PHILADELPHIA PARKING AUTHORITY
 DRAWING: EXISTING CONDI
 REVISIONS:

STREET LEVEL PLAN

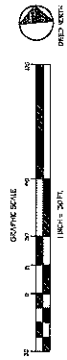
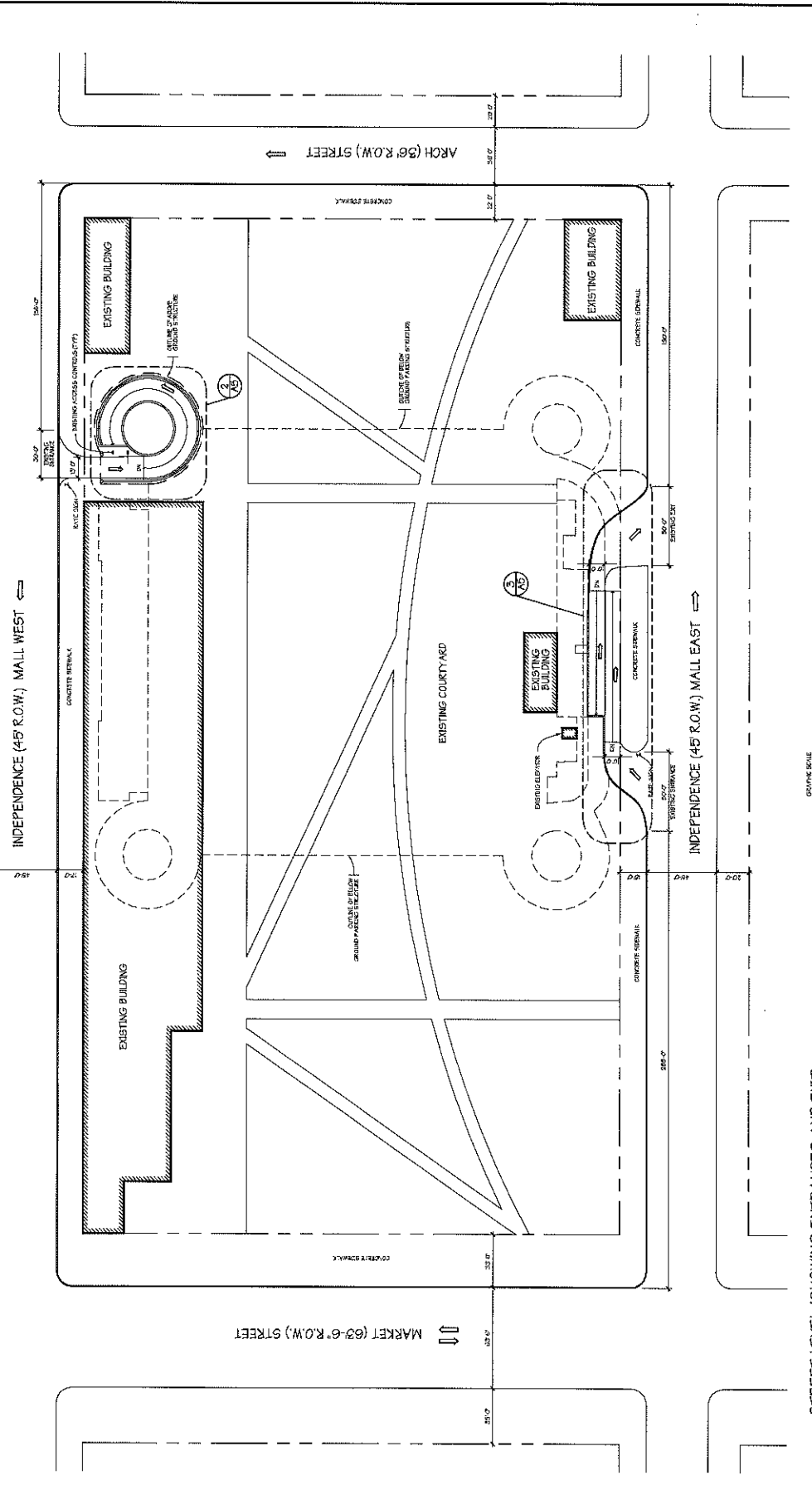
PHILADELPHIA PARKING AUTHORITY
 EXISTING CONDI
 PHILADELPHIA, PA 19108
 41 NORTH 5TH STREET
 PHILADELPHIA, PA 19108
 OWNER: PHILADELPHIA PARKING AUTHORITY

ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE IN FEET AND INCHES. DIMENSIONS TO FACE UNLESS NOTED OTHERWISE.
 ALL DIMENSIONS TO FACE UNLESS NOTED OTHERWISE.
 ALL DIMENSIONS TO FACE UNLESS NOTED OTHERWISE.
 ALL DIMENSIONS TO FACE UNLESS NOTED OTHERWISE.

Carlos Real Rodriguez Architect
 1887 Spring Road
 Philadelphia, PA 19108
 (215) 663-6000 (215) 663-0218 FAX
 P.R.#00130-0000



Copyright 2011 Carlos Real Rodriguez Architect



1 STREET LEVEL (SHOWING ENTRANCES AND EXIT)
 SCALE: 1\"/>

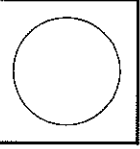
DATE: 10/10/2011
DRAWN BY: J. BROWN
CHECKED BY: J. BROWN
SCALE: AS SHOWN
PROJECT: PHILADELPHIA PARKING AUTHORITY
LOCATION: 41 NORTH SOUTH STREET
REVISIONS:

FIRST LEVEL PLAN

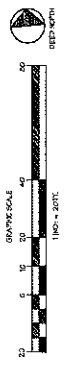
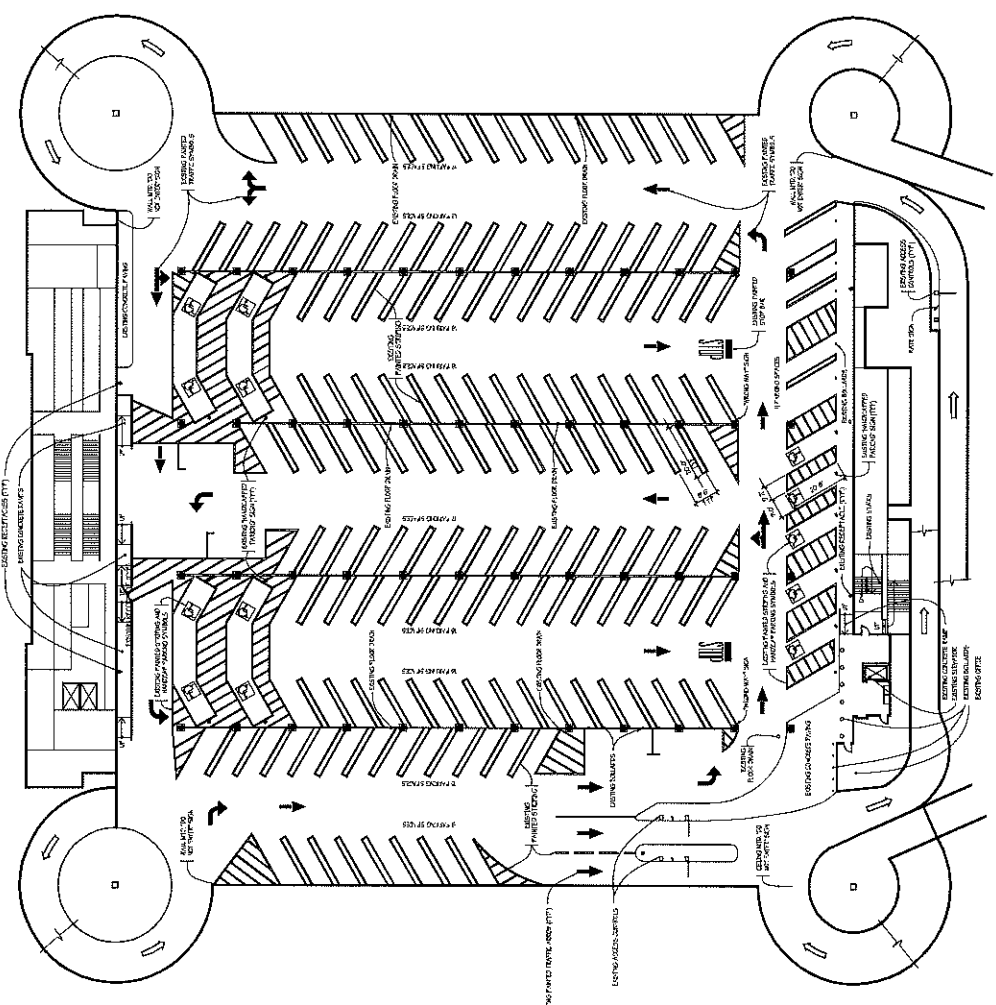
PHILADELPHIA PARKING AUTHORITY
 41 NORTH SOUTH STREET
 PHILADELPHIA, PA 19106
 OWNER: PHILADELPHIA PARKING AUTHORITY

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1 FIRST LEVEL PARKING PLAN
 SCALE: 1/8" = 1'-0"

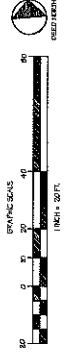
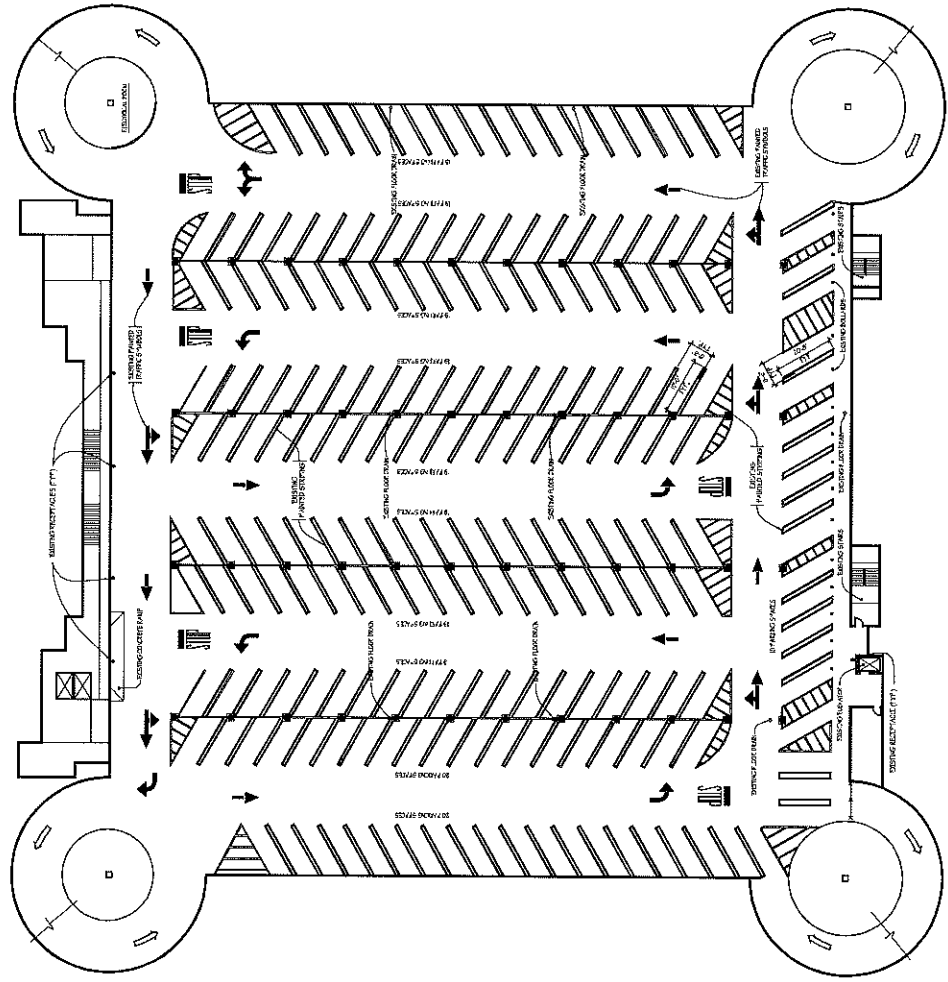
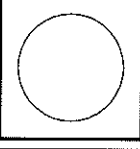
DATE: 10 AUG 2011
SHEET: 20P3
PROJECT: PHILADELPHIA PARKING AUTHORITY
DESIGNER: CARLOS RAUL RODRIGUEZ ARCHITECT

SECOND LEVEL PLAN

EXISTING COMMON PLANS FOR THE PHILADELPHIA PARKING AUTHORITY
 PHILADELPHIA, PA 19108
 41 NORTH SIXTH STREET
 PHILADELPHIA, PA 19108
 OWNER: PHILADELPHIA PARKING AUTHORITY

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1 SECOND LEVEL PARKING PLAN
 SCALE: 1/8" = 1'-0"

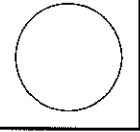
DATE: 10 AUG 2011
DRAWN BY: JAT
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REVISIONS:

THIRD LEVEL PLAN

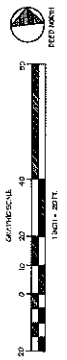
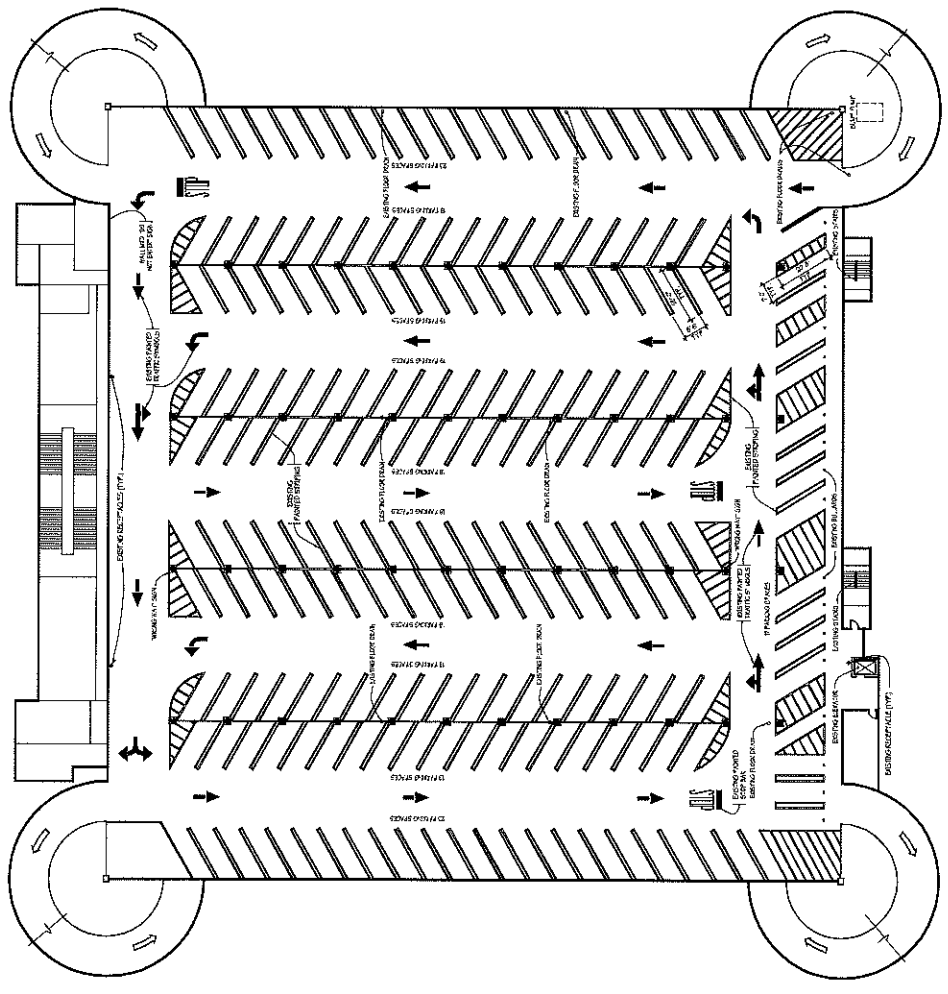
EXISTING CONDTION PLANS FOR THE
PHILADELPHIA PARKING
AUTHORITY
PHILADELPHIA, PA 19106
OWNER: PHILADELPHIA PARKING AUTHORITY

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Carlos Raúl Rodríguez, Architect
4681 Downing Road
Pennsauken, NJ 08109
(856) 653-0600 (856) 653-2126 FAX
PHILADELPHIA, PA 19106
NJ 61178



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1 THIRD LEVEL PARKING PLAN
SCALE: 1/8" = 1'-0"



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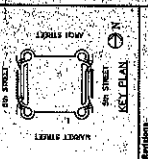


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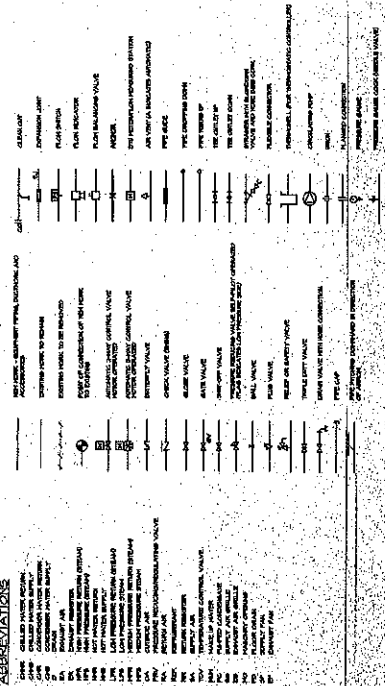
PROJECT: INDEPENDENCE MALL PARKING GARAGE

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LIST OF MECHANICAL, PLUMBING, FIRE PROTECTION AND ELECTRICAL DRAWINGS

- 100 INDEX OF DRAWINGS, ABBREVIATIONS AND MECHANICAL SYMBOLS
101 MECHANICAL ROOMS DEMOLITION PLANS
102 MECHANICAL ROOMS DEMOLITION PLANS - HVAC
103 SECOND LEVEL BASINMENT PLAN - HVAC
104 THIRD LEVEL BASINMENT PLAN - HVAC
105 MECHANICAL SECTIONS AND DETAILS
106 DEMOLITION PLUMBING AND FIRE PROTECTION
107 PLUMBING NOTIFICATIONS
108 FIRE PROTECTION NOTIFICATIONS
109 FIRE PROTECTION NOTIFICATIONS
110 INDEX OF DRAWINGS, ABBREVIATIONS AND ELECTRICAL SYMBOLS
111 ELECTRICAL POWER AND LIGHTING PLAN (2ND LEVEL BASINMENT)
112 ELECTRICAL POWER AND LIGHTING PLAN (3RD LEVEL BASINMENT)
113 ELECTRICAL POWER AND LIGHTING DETAILS OF OFFICES
114 ELECTRICAL POWER AND LIGHTING SINGLE LINE DIAGRAMS
115 ELECTRICAL POWER AND LIGHTING PANEL SCHEDULES
116 ELECTRICAL POWER AND LIGHTING PANEL SCHEDULES
117 ELECTRICAL POWER AND LIGHTING BENCHMARK PANEL SCHEDULES

LEGEND



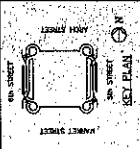
ABBREVIATIONS

- 1000 COLLECTOR WATER SYSTEM
1010 COLLECTOR WATER SYSTEM
1020 COLLECTOR WATER SYSTEM
1030 COLLECTOR WATER SYSTEM
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1180 COLLECTOR WATER SYSTEM
1190 COLLECTOR WATER SYSTEM
1200 COLLECTOR WATER SYSTEM

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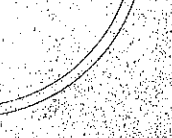
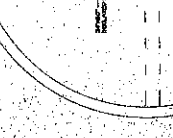
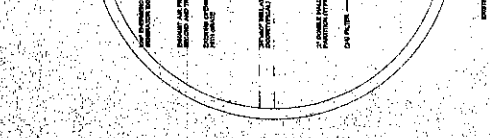
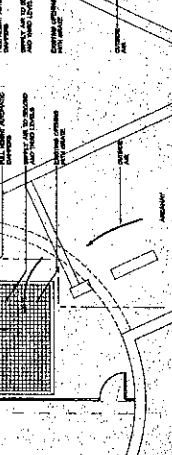
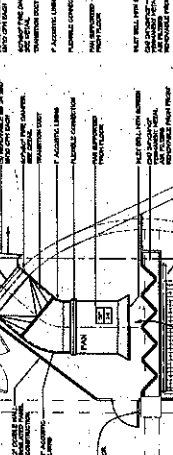
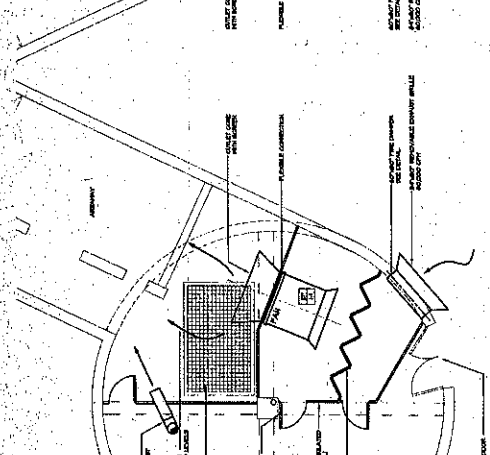
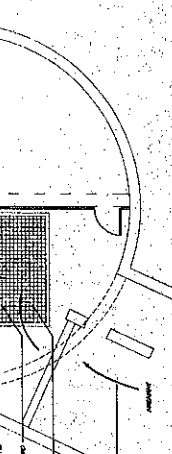
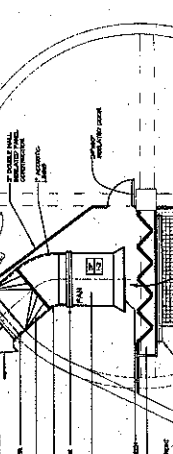
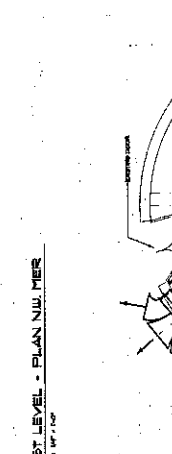
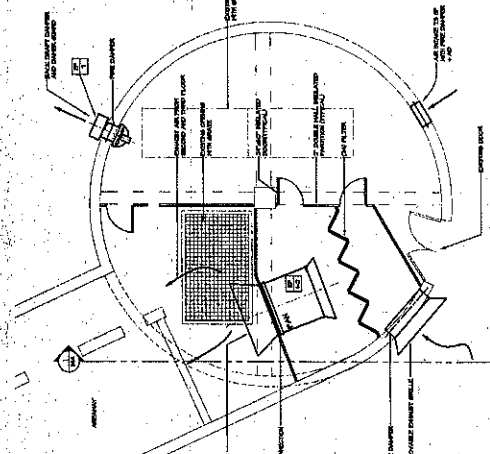
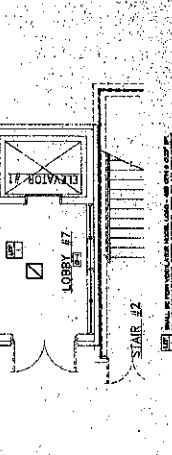
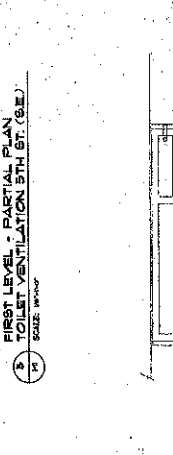
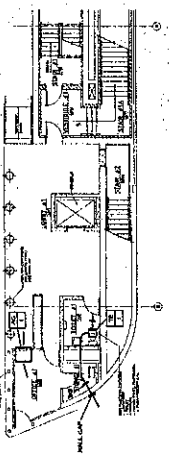
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Checked by	J. WALKER
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INDEPENDENCE MALL
PARKING GARAGE

Project No.	1000 W. 10TH AVENUE
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 PRECAST/PREFABRICATED CONCRETE
 ROOFING & INTERIORS

Mallet
 Rebar, Trenching
 Chain Hoist, Rebar Benders
 Steel Formwork, Safety Gear
 Concrete Pumps, Tools

PPA
 POLYMER PORTLAND CEMENT
 CONCRETE
 PRECAST/PREFABRICATED CONCRETE
 CONCRETE FORMWORK
 CONCRETE PUMPS

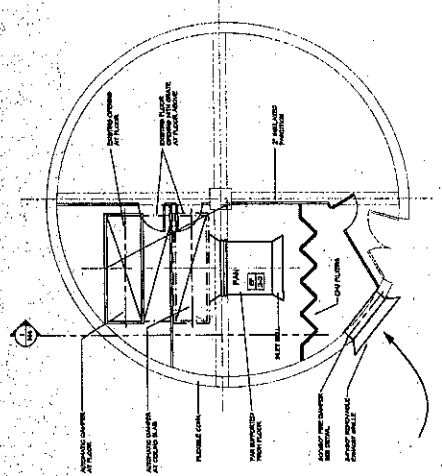
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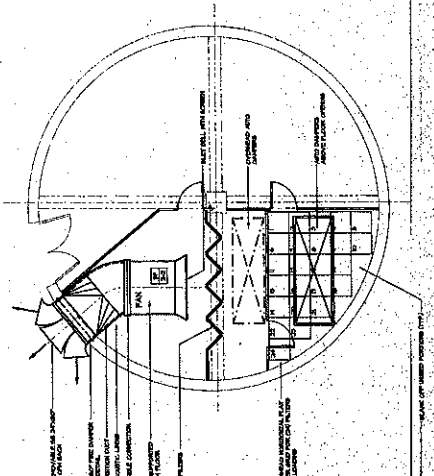
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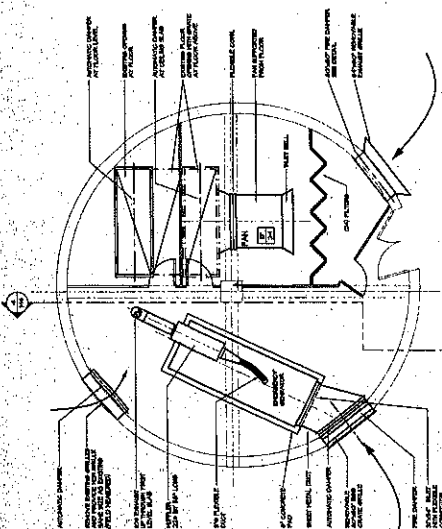
INDEPENDENCE MALL
 PARKING GARAGE



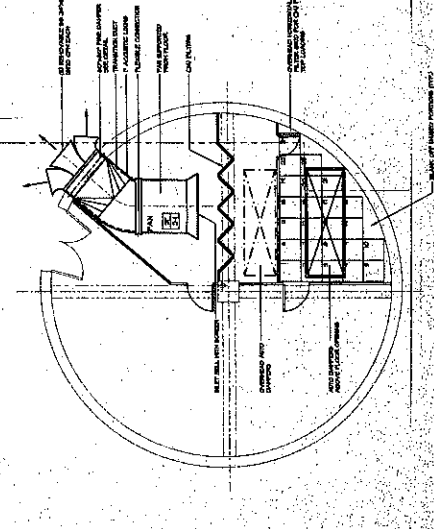
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 SCALE: 1/4" = 1'-0"



4 SECOND LEVEL - PLAN NE
 SCALE: 1/4" = 1'-0"



1 SECOND LEVEL - PLAN SE
 SCALE: 1/4" = 1'-0"



2 SECOND LEVEL - PLAN NW
 SCALE: 1/4" = 1'-0"

PROJ: INDEPENDENCE MALL PARKING GARAGE

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100	03/11/17	ISSUE FOR PERMIT

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 SCALE: 1/4" = 1'-0"

PROJ: INDEPENDENCE MALL PARKING GARAGE

NO.	DATE	DESCRIPTION
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2	12/11/08	ISSUE FOR PERMIT
3	02/11/09	ISSUE FOR PERMIT
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 DRAWN BY: [Name]
 SCALE: 1/4" = 1'-0"

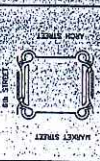
CONCRETE & REINFORCEMENT
 CONSULTING ENGINEERS
 1000 W. 10th Street
 Oklahoma City, Oklahoma 73101
 Phone: (405) 251-1111
 Fax: (405) 251-1112

Walter
 Consulting
 1000 W. 10th Street
 Oklahoma City, Oklahoma 73101
 Phone: (405) 251-1111
 Fax: (405) 251-1112

PPA
 PROJECT PLANNING ARCHITECTS
 1000 W. 10th Street
 Oklahoma City, Oklahoma 73101
 Phone: (405) 251-1111
 Fax: (405) 251-1112

SPECTRA
 ENGINEERS ARCHITECTS
 1000 W. 10th Street
 Oklahoma City, Oklahoma 73101
 Phone: (405) 251-1111
 Fax: (405) 251-1112

CONCRETE REINFORCEMENT AND
 FOUNDATION DESIGN SHALL BE
 PROVIDED BY THE CONSULTING
 ENGINEER. ALL OTHERS SHALL BE
 PROVIDED BY THE ARCHITECT.
 CONTRACTOR SHALL BE RESPONSIBLE
 FOR OBTAINING ALL NECESSARY
 PERMITS AND AVOIDING UTILITIES.



NO.	DESCRIPTION	DATE	BY	CHECKED
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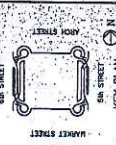
CONCRETE & MASONRY, INC.
 STRUCTURAL ENGINEERING
 1000 N. 10TH STREET
 PHILADELPHIA, PA 19107
 (215) 562-1234

Walter
 Mechanical Products Inc.
 1000 N. 10TH STREET
 PHILADELPHIA, PA 19107
 (215) 562-1234

PPA
 PHILADELPHIA PUMP & AIR
 1000 N. 10TH STREET
 PHILADELPHIA, PA 19107
 (215) 562-1234

SPECTRA
 Engineering, Inc.
 2075 WALNUT STREET
 PHILADELPHIA, PA 19103
 (215) 562-1234

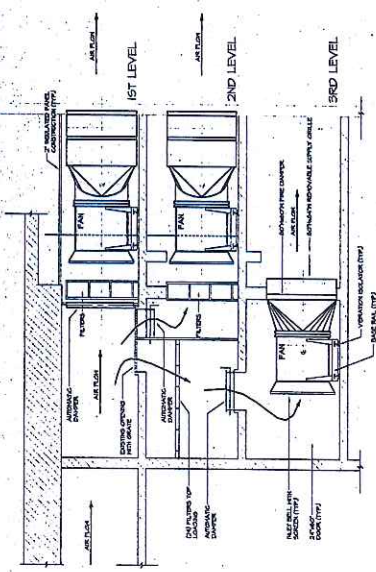
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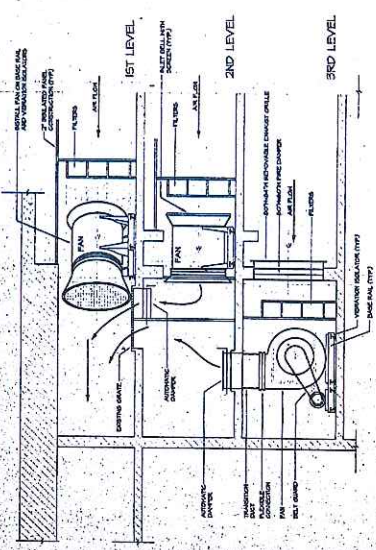
Revision	By	Date	Description

Project: **INDEPENDENCE MALL PARKING GARAGE**

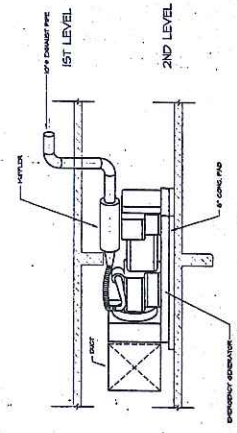
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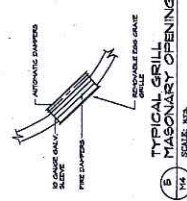
2 SECTION THRU SE MEIR
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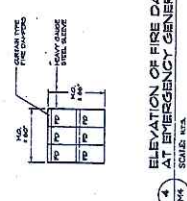
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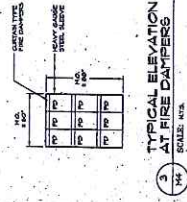
6 SECTION THRU SW MEIR
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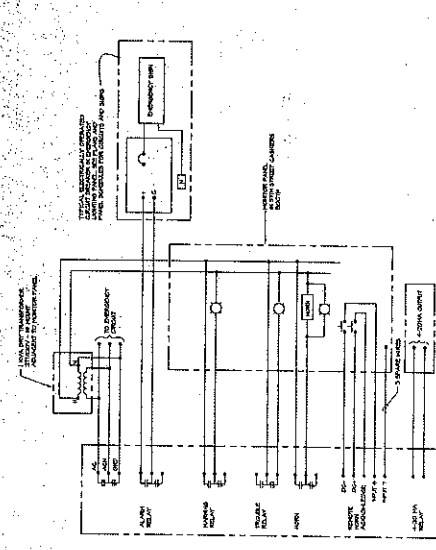
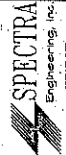
5 TYPICAL GRILL MASONRY OPENING
 SCALE: 1/4" = 1'-0"



4 ELEVATION OF FIRE DAMPERS AT EMERGENCY GENERATOR
 SCALE: 1/4" = 1'-0"



3 TYPICAL ELEVATION AT FIRE DAMPERS
 SCALE: 1/4" = 1'-0"



1 TYPICAL WIRING DIAGRAM FOR CARBON MONOXIDE MONITORING SYSTEM
SCALE: 1/8" = 1'-0"

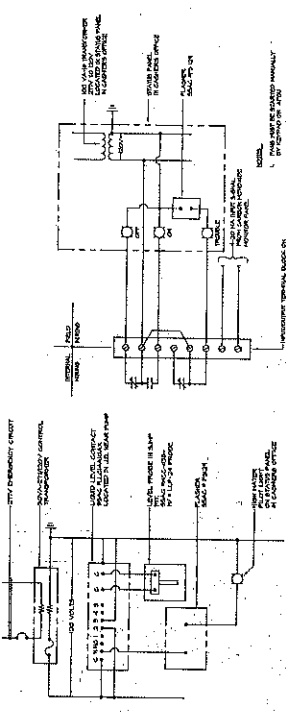
LIGHTING FIXTURE SCHEDULE

FIXTURE TYPE	DESCRIPTION	NO.	WATTS	TEMPERATURE	CONTROL	WIRE GAUGE	WIRE TYPE	WIRE COLOR	REMARKS
A	RETAIL SALES BASKET LIGHTING - RETAIL LIGHTING	10	100	2700K	ON/OFF	14	THHN	BLACK	INDICATE COLOR TO BE USED FOR ALL WIRING FROM THIS SCHEDULE
A1	RETAIL SALES BASKET LIGHTING - RETAIL LIGHTING	10	100	2700K	ON/OFF	14	THHN	BLACK	INDICATE COLOR TO BE USED FOR ALL WIRING FROM THIS SCHEDULE
B	RETAIL SALES BASKET LIGHTING - RETAIL LIGHTING	10	100	2700K	ON/OFF	14	THHN	BLACK	INDICATE COLOR TO BE USED FOR ALL WIRING FROM THIS SCHEDULE
B1	RETAIL SALES BASKET LIGHTING - RETAIL LIGHTING	10	100	2700K	ON/OFF	14	THHN	BLACK	INDICATE COLOR TO BE USED FOR ALL WIRING FROM THIS SCHEDULE
C	RETAIL SALES BASKET LIGHTING - RETAIL LIGHTING	10	100	2700K	ON/OFF	14	THHN	BLACK	INDICATE COLOR TO BE USED FOR ALL WIRING FROM THIS SCHEDULE
C1	RETAIL SALES BASKET LIGHTING - RETAIL LIGHTING	10	100	2700K	ON/OFF	14	THHN	BLACK	INDICATE COLOR TO BE USED FOR ALL WIRING FROM THIS SCHEDULE
D	RETAIL SALES BASKET LIGHTING - RETAIL LIGHTING	10	100	2700K	ON/OFF	14	THHN	BLACK	INDICATE COLOR TO BE USED FOR ALL WIRING FROM THIS SCHEDULE
D1	RETAIL SALES BASKET LIGHTING - RETAIL LIGHTING	10	100	2700K	ON/OFF	14	THHN	BLACK	INDICATE COLOR TO BE USED FOR ALL WIRING FROM THIS SCHEDULE
E	RETAIL SALES BASKET LIGHTING - RETAIL LIGHTING	10	100	2700K	ON/OFF	14	THHN	BLACK	INDICATE COLOR TO BE USED FOR ALL WIRING FROM THIS SCHEDULE
E1	RETAIL SALES BASKET LIGHTING - RETAIL LIGHTING	10	100	2700K	ON/OFF	14	THHN	BLACK	INDICATE COLOR TO BE USED FOR ALL WIRING FROM THIS SCHEDULE
F	RETAIL SALES BASKET LIGHTING - RETAIL LIGHTING	10	100	2700K	ON/OFF	14	THHN	BLACK	INDICATE COLOR TO BE USED FOR ALL WIRING FROM THIS SCHEDULE
F1	RETAIL SALES BASKET LIGHTING - RETAIL LIGHTING	10	100	2700K	ON/OFF	14	THHN	BLACK	INDICATE COLOR TO BE USED FOR ALL WIRING FROM THIS SCHEDULE
G	RETAIL SALES BASKET LIGHTING - RETAIL LIGHTING	10	100	2700K	ON/OFF	14	THHN	BLACK	INDICATE COLOR TO BE USED FOR ALL WIRING FROM THIS SCHEDULE
G1	RETAIL SALES BASKET LIGHTING - RETAIL LIGHTING	10	100	2700K	ON/OFF	14	THHN	BLACK	INDICATE COLOR TO BE USED FOR ALL WIRING FROM THIS SCHEDULE
H	RETAIL SALES BASKET LIGHTING - RETAIL LIGHTING	10	100	2700K	ON/OFF	14	THHN	BLACK	INDICATE COLOR TO BE USED FOR ALL WIRING FROM THIS SCHEDULE
H1	RETAIL SALES BASKET LIGHTING - RETAIL LIGHTING	10	100	2700K	ON/OFF	14	THHN	BLACK	INDICATE COLOR TO BE USED FOR ALL WIRING FROM THIS SCHEDULE
I	RETAIL SALES BASKET LIGHTING - RETAIL LIGHTING	10	100	2700K	ON/OFF	14	THHN	BLACK	INDICATE COLOR TO BE USED FOR ALL WIRING FROM THIS SCHEDULE
I1	RETAIL SALES BASKET LIGHTING - RETAIL LIGHTING	10	100	2700K	ON/OFF	14	THHN	BLACK	INDICATE COLOR TO BE USED FOR ALL WIRING FROM THIS SCHEDULE
J	RETAIL SALES BASKET LIGHTING - RETAIL LIGHTING	10	100	2700K	ON/OFF	14	THHN	BLACK	INDICATE COLOR TO BE USED FOR ALL WIRING FROM THIS SCHEDULE
J1	RETAIL SALES BASKET LIGHTING - RETAIL LIGHTING	10	100	2700K	ON/OFF	14	THHN	BLACK	INDICATE COLOR TO BE USED FOR ALL WIRING FROM THIS SCHEDULE
K	RETAIL SALES BASKET LIGHTING - RETAIL LIGHTING	10	100	2700K	ON/OFF	14	THHN	BLACK	INDICATE COLOR TO BE USED FOR ALL WIRING FROM THIS SCHEDULE
K1	RETAIL SALES BASKET LIGHTING - RETAIL LIGHTING	10	100	2700K	ON/OFF	14	THHN	BLACK	INDICATE COLOR TO BE USED FOR ALL WIRING FROM THIS SCHEDULE

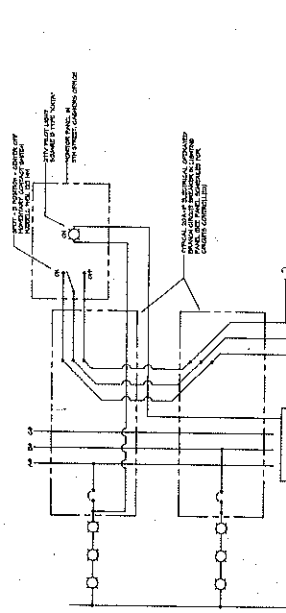
LIGHTING FIXTURE NOTES

- ALL FIXTURES SHALL BE INSTALLED TO MEET THE REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE (NEC).
- ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC).
- ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC).
- ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC).

2 SCHEDULE - LIGHTING FIXTURES
SCALE: N/A



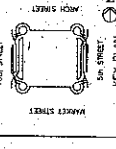
3 TYPICAL WIRING DIAGRAM FOR VENTILATION FANS
SCALE: 1/8" = 1'-0"



4 TYPICAL WIRING DIAGRAM FOR PARKING AREA LIGHTING
CIRCUITS CONTROLLED BY REMOTE SWITCHES IN CASHIER'S OFFICE
SCALE: N/A. SHOWN IN CASHIER'S OFFICE

**INDEPENDENCE MALL
PARKING GARAGE**

Project No.	
Sheet No.	
Revision	
Scale	
Author	
Checker	
Engineer	
Contractor	
Electrical Symbol	
Mechanical Symbol	
Plumbing Symbol	
HVAC Symbol	
Other	
Date	07/17/07



KEY BANK
AIR STREET
MARKET STREET