# Solicitation 273-11865

Fire Station No. 54 Construction

**Bid Designation: Public** 



**City of Fort Lauderdale** 

## Bid 273-11865 Fire Station No. 54 Construction

Bid Number 273-11865

Bid Title Fire Station No. 54 Construction

Bid Start Date Jan 4, 2017 4:18:28 PM EST
Bid End Date Feb 9, 2017 2:00:00 PM EST

Question & Answer

**End Date** 

Feb 1, 2017 5:00:00 PM EST

Bid Contact Jim Hemphill

Sr. Procurement Specialist Procurement Department

954-828-5143

jhemphill@fortlauderdale.gov

Contract Duration One Time Purchase
Contract Renewal Not Applicable

Prices Good for 120 days

Pre-Bid Conference Jan 23, 2017 10:00:00 AM EST

Attendance is optional

Location: The Fort Lauderdale Beach Community Center 3351 NE 33rd Ave.

Fort Lauderdale, FL 33308

Site Visit to Follow Pre-proposal Meeting

### Bid Comments **INVITATION TO BID**

Sealed bids will be received electronically until 2:00 P.M., local time, on THURSDAY, FEBRUARY 9th, 2017, and opened immediately thereafter in the 5th Floor Conference Room, City Hall, City of Fort Lauderdale, Florida, 100 North Andrews Avenue, for BID NO., 263-11865, PROJECT NO.10914, NEW FIRE STATION No. 54. This project consists of Drawing File Number: 4·130-07; Number of Sheets: 103

The work includes, but not limited to, construction of an approximately 10,064 square feet building, two (2) story fire station with two (2) bays facility and associated infrastructure. Located at 3211 NE 32<sup>nd</sup> Street, Fort Lauderdale, Florida 33308. The building shall achieve the Florida Green Building Coalition (FGBC) Certification. Bidders shall rely on the plans, specifications, contract documents and addenda in preparing their bid.

NOTE: Payment on this Contract will be made by Visa or MasterCard.

Licensing Requirements: Possession of a Florida General Contractors license is required for this project.

<u>Pre-Bid Meeting/Site visit:</u> - A pre-bid meeting and/or site visit will be held on <u>MONDAY JANUARY 23rd, 2017,</u> at 10:00 a.m., local time, at The Fort Lauderdale Beach Community Center, 3351 NE 33<sup>rd</sup> Ave., Fort Lauderdale. Fl. 33308.

It is strongly suggested that all Contractors attend the pre-proposal conference and/or site visit since tours at other times might not be available.

While attendance is not mandatory, it will be the sole responsibility of the bidder to inspect the City's location (s)/facilities OR /and become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. It is strongly suggested that all Contractors attend the pre-bid meeting and/or site visit.

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EXHIBIT 1A Page 2 of 300 Bidding blanks may be obtained free of charge at BIDSYNC.COM. Drawing Plans are on file in the Public Works Department, City of Fort Lauderdale at 100 North Andrews Avenue, 4<sup>th</sup> floor, (Monday thru Friday 8:00 am to 4:30 pm). NON-REFUNDABLE Fees (including sales tax per set) are as follows:

24" x 36" plan set is \$25.00 for 1 – 25 pages, and increases an additional \$25.00 for pages 26.50 and continues in increments of \$25.00

Example as follows: 1-25 = \$25.00

26·50 = \$50.00 51·75 = \$75.00 76·100 = \$100.00, Etc.

If they would like to purchase a CD the Price is \$5.00 which includes whatever information would fit on the CD (Specs/Plans)

Only cash or cashier's check made payable to the City of Fort Lauderdale are accepted. It will be the sole responsibility of the bidder to ensure that his bid is submitted prior to the bid opening date and time listed. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA BIDSYNC.COM

<u>Bid Security</u>: A certified check, cashier's check, bank officer's check or bid bond for <u>FIVE percent</u> (5%) of the bid amount, made payable to the City of Fort Lauderdale, Florida, shall accompany each proposal.

### **Bid Bonds:**

Bidders can submit bid bonds for projects four different ways:

BidSync allows bidders to submit bid bonds electronically directly through their system using Surety 2000. For more information on this feature and to access it, contact BIDSYNC customer care department.

Bidders may upload their original executed bid bond on BIDSYNC to accompany their bids with the electronic proposal, and deliver, upon request, the original, signed and sealed hard copy within five (5) business days after bid opening, with the company name, bid number and title clearly indicated.

Bidders can hand deliver their bid bond in a sealed envelope to the Finance Department/Procurement Services Division, 100 North Andrews Avenue, Room 619, Fort Lauderdale, FL 33301-1016, before time of bid opening, with the company name, bid number and title clearly indicated on the envelope.

Bidders can mail their bid bond to the Finance Department/Procurement Services Division, 100 North Andrews Avenue, Room 619, Fort Lauderdale, FL 33301·1016, before time of bid opening, with the company name, bid number and title clearly indicated on the envelope.

<u>Certified Checks, Cashier's Checks and Bank Drafts</u> CANNOT be submitted via BIDSYNC, nor are their images allowed to be uploaded and submitted with your electronic bid. These forms of securities, as well as hard copy bid bonds, must be received on or before the Invitation to Bid (ITB) opening date and time, at the Finance Department/Procurement Services Division, 100 North Andrews Avenue, Room 619, Fort Lauderdale, FL 33301-1016, with the bid number and title clearly indicated on the envelope.

It is the bidder's sole responsibility to ensure that his bid bond or other bid security is received by the Procurement Services Division before time of bid opening. Failure to adhere to this requirement may be grounds to consider the bid as non-responsive.

The City of Fort Lauderdale reserves the right to waive any informality in any or all bids and to reject any or all bids.

For information concerning technical specifications, please utilize the question/answer feature provided by BIDSYNC at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures, will only be transmitted by written addendum. (See addendum section of BIDSYNC Site). Contractors please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Contractor has familiarized himself with the nature and extent of the work, equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation.

Information on bid results and projects currently out to bid can be obtained on the City's website htttp://www.fortlauderdale.gov/departments/finance/procurement-services. For general inquiries, please call (954) 828-5576.

CAM 17-0531 EXHIBIT 1A Page 3 of 300 Added on Jan 11, 2017:

Drawings file is being changed out to a file format that may be more acceptable to BIDSYNC. (NOTE: no changes have been made to the actual drawings - just the file format has been 'tweeked'.) - This should not be considered an official Addendum.

### Item Response Form

Item 273-11865--01-01 - Base Bid: New Fire Station 54 Facility

Lot Description Base Bid

Quantity 1 lump sum

Unit Price

Delivery Location City of Fort Lauderdale

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301

Qty 1

### Description

Construct all of the Work contained in Contract Documents for construction of an approximately 10,064 square feet building, two (2) story fire station with two (2) bays facility and associated infrastructure, located at 3211 NE 32nd Street, Fort Lauderdale, Florida 33308 with NE 32nd Street Right-of-Way improvements. The building shall achieve the Florida Green Building Coalition (FGBC) Certification. The bidder shall furnish all labor, tools, material, equipment, and supplies, and to sustain all of the expense incurred in doing the work, including installation of all materials, equipment, and supplies furnished, as well as all other labor, warranties, taxes, insurance, general administration and other miscellaneous costs, overhead and profit, etc., and to do the same strictly in accordance with the Contract Documents. This shall include mobilization, demobilization and any maintenance of traffic costs, as well. The cost for mobilization shall not exceed seven percent (7%) of the lump sum price for the Base Bid.

# CITY OF FORT LAUDERDALE CONTRACT AND SPECIFICATIONS PACKAGE

BID No. 273-11865

PROJECT No. 10914

# FIRE STATION No.54 CONSTRUCTION



Issued on Behalf of: The Public Works Department 100 North Andrews Avenue Fort Lauderdale, Florida 33301

PROJECT MANAGER LUISA FERNANDA ARBELAEZ, PE, PMP
TITLE: PROJECT MANAGER II

PROCUREMENT SPECIALIST: JAMES T. HEMPHILL TITLE: SENIOR PROCUREMENT SPECIALIST

Telephone: (954) 828-5143 E-mail: jhemphill@fortlauderdale.gov

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Note: The following documents are available electronically for completion.

Attachment 1 - CITB Construction Bid Certification (formerly CITB Signature Page)
 Attachment 2 - CITB Questionnaire Sheets (formerly P-4 to P-5)
 Attachment 3 - CITB Trench Safety (formerly P-6)
 Attachment 4 - CITB Prime Contractor ID Form (MBE-1 & 2)
 Attachment 5 - CITB Non-Collusion Statement (NCS-1)
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These documents <u>must</u> be returned with your bid along with your bid security, proof of insurance, and proof of required licenses/certifications.

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### **INSTRUCTIONS TO BIDDERS**

The following instructions are given for the purpose of guiding bidders in properly preparing their bids or proposals. These directions have equal force and weight with the specifications and strict compliance is required with all of these provisions.

<u>QUALIFICATIONS OF BIDDERS</u> – No proposal will be accepted from, nor will any contract be awarded to, any person who is in arrears to the CITY OF FORT LAUDERDALE, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligation to the City, or who is deemed irresponsible or unreliable by the City Commission of Fort Lauderdale.

<u>PERSONAL INVESTIGATION</u> - Bidders shall satisfy themselves by personal investigation, and by such other means as they may think necessary or desirable, as to the conditions affecting the proposed work and the cost. No information derived from maps, plans, specifications, or from the Engineer, City Manager, or their assistants shall relieve the Contractor from any risk or from fulfilling all terms of the contract.

<u>INCONSISTENCIES</u> – Any seeming inconsistency between different provisions of the plans, specifications, proposal or contract, or any point requiring explanation must be inquired into by the bidder, in writing, at least ten (10) days prior to the time set for opening proposals. After proposals are opened, the bidders shall abide by the decision of the Engineer as to such interpretation.

ADDENDA AND INTERPRETATIONS - No interpretations of the meaning of the plans, specifications or other contract documents will be made orally to any bidder. Prospective bidders must request such interpretation in writing as instructed in the bid package. To be considered, such request must be received by the Questions and Answers deadline as indicated in BIDSYNC.COM. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. It is the bidder's responsibility to verify if addendums have been issued in BIDSYNC.COM. Failure of any bidder to receive any such addenda or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become a part of the contract document. Bidder shall verify in BIDSYNC.COM that he has all addenda before submitting a bid.

<u>LEGAL CONDITIONS</u> - Bidders are notified to familiarize themselves with the provisions of the laws of the State of Florida relating to hours of labor on municipal work, and with the provisions of the laws of the State of Florida and the Charter and the ordinances of the City of Fort Lauderdale.

<u>PUBLIC ENTITY CRIMES</u> - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

<u>FORMS OF PROPOSALS</u> - Each proposal and its accompanying statements must be made on the blanks provided. <u>THE FORMS MUST BE SUBMITTED ELECTRONICALLY</u>, <u>IN GOOD ORDER WITH ALL BLANKS COMPLETED</u>, and must show the name of the bidder and a statement as to its contents.

### INSTRUCTIONS TO BIDDERS (continued)

<u>FORMS OF PROPOSALS (CONTINUED)</u> - The proposal must be signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. No proposal will be accepted, for any reason whatsoever, which is not submitted to the City as stated above, within the specified time.

<u>INSURANCE</u> - Contractor shall provide and shall require all of its sub-contractors to provide, pay for, and maintain in force at all times during the term of the Agreement, such insurance, including Property Insurance (Builder's Risk), Commercial General Liability Insurance, Business Automobile Liability Insurance, Workers' Compensation Insurance, Employer's Liability Insurance, and Umbrella/Excess Liability, as stated below. Such policy or policies shall be issued by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida.

<u>BID BOND</u> - A certified check, cashier's check or bank officer's check, for the sum set forth in the advertisement, made payable to the City of Fort Lauderdale, Florida, or bid bond in such amount, shall accompany each proposal as evidence of the good faith and responsibility of the bidder. The check or bond shall be retained by the City as liquidated damages should the bidder refuse to or fail to enter into a contract for the execution of the work embraced in this proposal, in the event the proposal of the bidder is accepted. Retention of such amount shall not be construed as a penalty or forfeiture.

The above bond or check shall be a guarantee that the bidder will, if necessary, promptly execute a satisfactory contract and furnish good and sufficient bonds. As soon as a satisfactory contract has been executed and the bonds furnished and accepted, the check or bond accompanying the proposal of the successful bidder will be returned to him. The certified or other checks or bid bonds of the unsuccessful bidders will be returned to them upon the acceptance of the bid of the successful bidder. If the successful bidder shall not enter into, execute, and deliver such a contract and furnish the required bonds within ten (10) days after receiving notice to do so, the certified or other check or bid bond shall immediately become the property of the City of Fort Lauderdale as liquidated damages. Retention of such amount shall not be construed as a penalty or forfeiture.

<u>FILLING IN BIDS</u> - All prices must be electronically submitted in the proposal pages, and all proposals must fully cover all items for which proposals are asked and no other. Bidders are required to state the names and places of residence of all persons interested, and if no other person is interested, the bidder shall distinctly state such fact and shall state that the proposal is, in all respects, fair and without collusion or fraud. Where more than one person is interested, it is required that all persons interested or their legal representative make all verification and subscribe to the proposal.

<u>PRICES QUOTED</u>: Deduct any discount offered and quote firm net unit prices. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

<u>BIDS FIRM FOR ACCEPTANCE</u>: Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of one hundred and twenty (120) days from the date of bid opening unless otherwise stated in the ITB. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

<u>ADDITIONAL ITEMS OR SERVICES</u>: The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or

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services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

<u>DELETION OR MODIFICATION OF SERVICES</u>: The City reserves the right to delete any portion of the Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

<u>CAUSES FOR REJECTION</u> - No proposal will be canvassed, considered or accepted which, in the opinion of the City Commission, is informal or unbalanced, or contains inadequate or unreasonable prices for any items; each item must carry its own proportion of the cost as nearly as is practicable. Any alteration, erasure, interlineation, or failure to specify bids for all items called for in the schedule shall render the proposal informal.

<u>REJECTION OF BIDS</u> - The City reserves the right to reject any bid if the evidence submitted by the bidder, or if the investigation of such bidder, fails to satisfy the City that such bidder is properly qualified to carry out the obligations and to complete the work contemplated. Any or all proposals will be rejected, if there is reason to believe that collusion exists among bidders. A proposal will be considered irregular and may be rejected, if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City reserves the right to reject any or all proposals and to waive such technical errors as may be deemed best for the interests of the City.

BID PROTEST PROCEDURE: Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the City to follow the City's procurement ordinance or any applicable law may protest to the Procurement Division - Procurement Manager, by delivering a letter of protest within five (5) days after a Notice of Intent to award is posted on the City's website at the following link: http://www.fortlauderdale.gov/purchasing/notices\_of\_intent.htm. The complete protest ordinance mav found on the City's website the following link: http://www.fortlauderdale.gov/purchasing/protestordinance.pdf

<u>WITHDRAWALS</u> - Any bidder may, without prejudice to himself, withdraw his proposal at any time prior to the expiration of the time during which proposals may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the proposal. After expiration of the period for receiving proposals, no proposal can be withdrawn, modified, or explained.

<u>CONTRACT</u> - The bidder to whom award is made shall execute a written contract to do the work and maintain the same in good repair until final acceptance by the proper authorities, and shall furnish

good and sufficient bonds as specified within ten (10) days after receiving such contract for execution. If the bidder to whom the first award is made fails to enter into a contract as provided, the award may be annulled and the contract let to the next lowest bidder who is reliable, responsible, and responsive in the opinion of the City Commission, and that bidder shall fulfill every stipulation and obligation as if such bidder were the original party to whom award was made.

The contract shall provide that the Contractor agrees to correct any defective or faulty work or material, which may appear within one (1) year after completion of the work and receipt of final payment.

<u>ENFORCEMENT OF SPECIFICATIONS</u> - Copies of the specifications will be placed in the hands of all the assistants to the Engineer and Inspectors employed on the work, who shall enforce each and every requirement of the contract. Such assistants shall have no authority to vary from such requirements.

<u>COPIES OF DRAWING PLANS</u> - Copies of the drawing plans are on file in the Public Works Department, City Hall, 4<sup>th</sup> Floor, 100 N. Andrews Avenue, Fort Lauderdale, Florida 33301.

<u>SURETY BOND</u> – The Contractor shall execute and record in the public records of Broward County, Florida, a payment and performance bond in an amount at least equal to the Contract Price with a surety insurer authorized to do business in the State of Florida as surety, ("Bond"), in accordance with Section 255.05, Florida Statutes (2014), as may be amended or revised, as security for the faithful performance and payment of all of the Contractor's obligations under the Contract Documents.

The successful bidder shall furnish a performance and payment bond in compliance with Section 255.05, Florida Statutes, written by a Corporate Surety company, holding a Certificate of Authority from the Secretary of the Treasury of the United States as acceptable sureties on federal bonds, in an amount equal to the total amount payable by the terms of the contract, executed and issued by a Resident Agent licensed by and having an office in the State of Florida, representing such Corporate Surety, conditioned for the due and faithful performance of the work, and providing in addition to all other conditions, that if the Contractor, or his or its subcontractors, fail to duly pay for any labor, materials, or other supplies used or consumed by such Contractor, or his or its subcontractor or subcontractors, in performance of the work contracted to be done, the Surety will pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the rate of fifteen percent (15%) per annum, and that they shall indemnify and save harmless the City of Fort Lauderdale to the extent of any and all payments in connection with carrying out of the contract, which the City may be required to make under the law.

The Contractor is required at all times to have a valid surety bond in force covering the work being performed. A failure to have such bond in force at any time shall constitute a default on the part of the Contractor. A bond written by a surety, which becomes disqualified to do business in the State of Florida, shall automatically constitute a failure on the part of the Contractor to meet the above requirements.

Such bond shall continue in effect for one (1) year after completion and acceptance of the work with liability equal to at least twenty-five percent (25%) of contract price, or an additional bond shall be conditioned that the Contractor will correct any defective or faulty work or material which appear within one (1) year after completion of the contract, upon notification by the City, except in contracts which are concerned solely with demolition work, in which cases twenty-five percent (25%) liability will not be applicable.

<u>AUDIT OF CONTRACTOR'S RECORDS</u> - Upon execution of the Contract, the City reserves the right to conduct any necessary audit of the Contractor's records. Such an audit, or audits, may be conducted by the City or its representatives at any time prior to final payment, or thereafter, for a period up to three (3) years. The City may also require submittal of the records from either the

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Contractor, the Subcontractor, or both. For the purpose of this Section, records shall include all books of account, supporting documents and papers deemed necessary by the City to assure compliance with the contract provisions.

Failure of the Contractor or Subcontractor to comply with these requirements may result in disqualification or suspension from bidding for future contracts or disapproval as a Subcontractor at the option of the City.

The Contractor shall assure that each of its Subcontractors will provide access to its records pertaining to the project upon request by the City.

<u>PERIODIC ESTIMATE FOR PARTIAL PAYMENT</u> - After the Contractor has submitted a periodic estimate for partial payment, approved and certified by the Public Works Department, the City shall make payment in the manner provided in the Contract Documents and in accordance with Florida's Prompt Payment Act, Section 218, Florida Statutes.

RESERVATION FOR AWARD AND REJECTION OF BIDS - The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS - It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and womenowned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least fifty-one percent (51%) of which is owned by minority group members or, in the case of a publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

6/11/2014

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least fifty-one percent (51%) of which is owned by females or, in the case of a publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK includes persons having origins in any of the Black racial groups of Africa.

WHITE includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

<u>DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS</u> - The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

### **SPECIAL CONDITIONS**

### 01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide New Fire Station No. 54 for the City's Public Works Department, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

### 02. TRANSACTION FEES

The City of Fort Lauderdale uses BidSync (<a href="www.bidsync.com">www.bidsync.com</a>) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded contractor.

### 03. SUBMISSION OF BIDS

It is the sole responsibility of the Contractor to ensure that their bid is submitted electronically through BidSync at <a href="www.bidsync.com">www.bidsync.com</a> and that any bid security not submitted via BidSync reaches the City of Fort Lauderdale City Hall, Procurement Services Division, 6<sup>th</sup> floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301 in a sealed envelope marked on the outside with the ITB solicitation number and Contractor's name, no later than the time and date specified in this solicitation. PAPER BID SUBMITALS WILL NOT BE ACCEPTED. PLEASE SUBMIT YOUR BID RESPONSE ELECTRONICALLY.

### 04. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact **James Hemphill**, **Senior Procurement Specialist**, at (954) 828-5143 or email at <a href="mailto:ihemphill@fortlauderdale.gov">ihemphill@fortlauderdale.gov</a>. Such contact shall be for clarification purposes only.

For information concerning technical specifications please utilize the question/answer feature provided by BidSync at <a href="www.bidsync.com">www.bidsync.com</a>. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). <a href="Contractors please note">Contractors please note</a>: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Contractor has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be

submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this ITB.

### 05. CONTRACT TIME

- 5.1 The Contractor recognizes that TIME IS OF THE ESSENCE. The Work shall commence within 14 calendar days of the date of the Notice to Proceed.
- 5.2 The Work shall be Substantially Completed within 360 calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.
- 5.3 The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within 390 calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.

The City of Fort Lauderdale reserves the right to waive any informality in any bid and to reject any or all bids. The City of Fort Lauderdale reserves the right to reduce or delete any of the bid items.

At time of award of contract, the City reserves the right to set a maximum dollar limit that may be expended on this project. Contract quantities of any or all items may be increased, reduced, or eliminated to adjust the contract amount to coincide with the amount of work necessary or to bring the contract value to within the established limit. All quantities are estimated and the City reserves the right to increase, reduce, or eliminate the contract quantities in any amount.

The undersigned bidder affirms that he has or will obtain all equipment necessary to complete the work described, that he has or will obtain all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Florida.

### 06. BID SECURITY

A certified check, cashier's check, bank officer's check or bid bond for <u>FIVE</u> percent (5%) of the bid amount, made payable to the City of Fort Lauderdale, Florida, shall accompany each proposal.

### 07. REQUIRED LICENSES/CERTIFICATIONS

Contractor must possess the following licenses/certifications to be considered for award.

Florida Licensed General Contractor

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Note: Contractor must have proper licensing prior to submitting bid. Please provide evidence of same with bid.

### 08. SPECIFIC EXPERIENCE REQUIRED

The following expertise is required to be considered for this contract. Specific references attesting to this expertise should be submitted with bid.

The Contractor is to provide at least four (4) references of projects of a similar size, scope and complexity. All referenced projects must have been constructed in the state of Florida within the last seven (7) years immediately preceding the date that this Bid is issued. The references shall include at least: one (1) fire station, two (2) government projects (could include the Fire Station), and one (1) similar type of construction being certified under the Florida Green Building Coalition or similar green building certification standard such as LEED or Green Globes.

# REFERENCES SHOULD NOT INCLUDE CITY OF FORT LAUDERDALE EMPLOYEES OR WORK PERFORMED FOR THE CITY.

By signing this bid solicitation, contractor is affirming that this expertise will be provided for this contract at no additional charge.

### 09. BID ALLOWANCE

**Allowance for permits:** Payments will be made to the contractor based on the actual cost of permits upon submission of paid permit receipts. The City shall not pay for other costs related to obtaining or securing permits.

The amount indicated is intended to be sufficient to cover the entire project. If the City Permit fees exceed the allowance indicated, the City will reimburse the contractor the actual amount of City Permit Fees required for project completion.

Allowance	\$
Permit fees Allowance	\$60,000
FPL, AT&T, Comcast, and other utilities allowance	\$30,000

Note: The City will add this allowance to your bid.

**10. INSURANCE REQUIREMENTS** (See Article 10, Bonds and Insurance, of the Contract for details)

### <u>Insurance</u>

- 10.1 Contractor shall provide and shall require all of its sub-contractors to provide, pay for, and maintain in force at all times during the term of the Agreement, such insurance, including Property Insurance (Builder's Risk), Commercial General Liability Insurance, Business Automobile Liability Insurance, Workers' Compensation Insurance, Employer's Liability Insurance, and Umbrella/Excess Liability, as stated below. Such policy or policies shall be issued by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida.
  - A. The City is required to be named as additional insured on the Commercial General Liability insurance policy. <u>BINDERS ARE UNACCEPTABLE</u>. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Contractor. Any exclusions or provisions in the insurance maintained by the Contractor that precludes coverage for the work contemplated in this Agreement shall be deemed unacceptable, and shall be considered a breach of contract.
  - B. The Contractor shall provide the City an original Certificate of Insurance for policies required by Article 10. All certificates shall state that the City shall be given ten (10) days' notice prior to expiration or cancellation of the policy. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Finance Department. Such policies shall: (1) name the insurance company or companies affording coverage acceptable to the City, (2) state the effective and expiration dates of the policies, (3) include special endorsements where necessary. Such policies provided under Article 10 shall not be affected by any other policy of insurance, which the City may carry in its own name.
  - C. Contractor shall as a condition precedent of this Agreement, furnish to the City of Fort Lauderdale, c/o Project Manager, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, Certificate(s) of Insurance upon execution of this Agreement, which indicate that insurance coverage has been obtained which meets the requirements as outlined below:
- 10.2 <u>Property Insurance (Builder's Risk):</u> The Contractor shall purchase and maintain property insurance upon the Work at or off the site of 100% of the contract completed value. These policies shall insure the interest of the owner, contractor and subcontractors in the Work, and shall insure against "all risks" of physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage. All such insurance required

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by this paragraph shall remain in effect until the Work is completed and accepted by the City.

#### 10.3 Commercial General Liability

Α. Limits of Liability:

Bodily Injury and Property Damage - Combined Single Limit

Each Occurrence \$1,000,000 \$1,000,000 Project Aggregate General Aggregate \$2,000,000 \$1.000.000 Personal Injury Products/Completed Operations \$1,000,000

В. **Endorsements Required:** 

City of Fort Lauderdale included as an Additional Insured

**Broad Form Contractual Liability** 

Waiver of Subrogation Premises/Operations

**Products/Completed Operations** 

**Independent Contractors** 

Owners and Contractors Protective Liability

#### **Business Automobile Liability** 10.4

Α. Limits of Liability:

Bodily Injury and Property Damage - Combined Single Limit

All Autos used in completing the contract

Including Hired, Borrowed or Non-Owned Autos

Any One Accident \$1,000,000

B. **Endorsements Required:** 

Waiver of Subrogation

#### Workers' Compensation and Employer's Liability Insurance 10.5

Limits: Workers' Compensation – Per Florida Statute 440 Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Law.

Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including, (if applicable) the U.S. Longshore Harbor Workers' Act or Jones Act.

10.6 The Contractor shall provide umbrella/excess Umbrella/Excess Liability: coverage with limits of no less than \$2,000,000 excess of Commercial General Liability, Automobile Liability and Employer's Liability.

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10.7 All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the Contractor that precludes coverage for work contemplated in this project shall be deemed unacceptable, and shall be considered breach of contract.

NOTE: CITY PROJECT NUMBER MUST APPEAR ON EACH CERTIFICATE.

A <u>Sample Insurance Certificate</u> should be included with the proposal to demonstrate the firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the insurance companies' names for all required coverage, and the dollar amounts of the coverage.

Compliance with the foregoing requirements shall not relieve the Contractor of their liability and obligation under this section or under any other section of this Agreement.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the Project. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates that cover the contractual period, the City shall:

- A. Suspend the Agreement until such time as the new or renewed certificates are received by the City.
- B. The City may, at its sole discretion, terminate the Agreement for cause and seek damages from the Contractor in conjunction with the violation of the terms and conditions of the Agreement.

### 11. PERFORMANCE AND PAYMENT BOND: 100%

Number of awards anticipated: One

### 12. CITY PROJECT MANAGER

The Project Manager is hereby designated by the City as <u>Luisa Fernanda Arbeláez</u>, <u>PE</u>, <u>PMP</u>, whose address is 100 North Andrews, <u>4th</u> Floor, Fort Lauderdale, FL 33301, telephone number: (954) 828-<u>5651</u>, and email address is <u>larbelaez@fortlauderdale.gov</u>.

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The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

# **13. LIQUIDATED DAMAGES** (See Article 16, Liquidated Damages, of the Contract for details)

Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the City the sum of **One Thousand Dollars** (\$1,000.00) for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. (See Article 16, Liquidated Damages Clause, of the Contract)

### **14. PAYMENT** (See Article 7, Payment, of the Contract for other details)

The City has implemented a Purchasing Card (P-Card) Program utilizing both VISA and MASTERCARD networks. Purchases from this contract will be made utilizing the City's Purchasing Card. Contractor will receive payment from the purchasing card in the same manner as other credit card purchases. Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement the ability before the start of the contract term, or contract award by the City. The City reserves the right to revise this program as necessary.

### 15. WORK SCHEDULE (including overtime hours): 8 am to 5 pm

City Inspector hours are 8:00 a.m. to 4:30 p.m. Any inspection requested by the contractor outside those hours will be considered overtime to be paid by the Contractor.

### **16. INSPECTION OVERTIME COST:** \$146.00

# CITY OF FORT LAUDERDALE CONSTRUCTION AGREEMENT

THIS AG	REEMENT	made an	d entered	l into	this		day o
	, <u>20</u> ,	by and be	etween the	City of	Fort Lau	iderdale,	a Florida
municipal corpora (parties);	tion (City) ar	nd				, (C	ontractor)
WHEREAS Invitation to Bid N	, the City des						
	; and,						7
	, the Contract		essed its wi	llingness	and capa	bility to p	erform the
necessary work to	accomplish ti	ie rioject.					

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, agree as follows:

### **ARTICLE 1 – DEFINITIONS**

Whenever used in this Agreement or in other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural forms:

- 1.1 <u>Agreement</u> This written Agreement between the City and the Contractor covering the work to be performed including other Contract Documents that are attached to or incorporated in the Agreement.
- 1.2 <u>Application for Payment</u> The form accepted by the City which is to be used by the Contractor in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents
- 1.3 Approve The word approve is defined to mean review of the material, equipment or methods for general compliance with design concepts and with the information given in the Contract Documents. It does not imply a responsibility on the part of the City to verify in every detail conformance with plans and specifications.
- 1.4 <u>Bid</u> The offer or Bid of the Contractor submitted on the prescribed form setting forth the total prices for the Work to be performed.
- 1.5 <u>Bid Documents</u> –This Agreement, advertisement for Invitation to Bids, the Instructions to Bidders, the Bid Form (with supplemental affidavits and agreements), the Contract Forms, General Conditions, the Supplementary Conditions, the Specifications, and the Plans, which documents all become an integral part of the Contract Documents.
- 1.6 <u>Certificate of Substantial Completion</u> Certificate provided by the City certifying that all Work, excluding the punch list items, has been completed, inspected, and accepted by the City.

- 1.7 <u>Change Order</u> A change order is defined as a written order to a contractor approved by the City, authorizing a revision of an underlying agreement between the City and a contractor that is directly related to the original scope of work or an adjustment in the original contract price or the contract time directly related to the original scope of work, issued on or after the effective date of the contract.
- 1.8 <u>City</u> The City of Fort Lauderdale, Florida, including but not limited to its employees, agents, officials, representatives, contractors, subcontractors, volunteers, successors and assigns, with whom the Contractor has entered into the Agreement and for whom the Work is to be provided.
- 1.9 Contract Documents The Contract Documents shall consist of this Agreement, Exhibits to this Agreement, Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance, Notice of Award and Notice to Proceed, General Conditions as amended by the Special Conditions, Technical Specifications, Plans/Drawings, Addenda, Bid Form and supplement Affidavits and Agreements, all applicable provisions of State and Federal Law and any modification, including Change Orders or written amendments duly delivered after execution of Agreement, Invitation to Bid, Instructions to Bidders and Bid Bond, Contractor's response to the City's Invitation to Bid, Schedule of Completion, Schedule of Values, all amendments, modifications and supplements, change orders and work directive changes issued on or after the Effective Date of the Agreement, as well as any additional documents that are required to be submitted under the Agreement.

Permits on file with the City and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement. A copy of all permits shall be given to the City for inclusion in the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.

- 1.10 <u>Contract Price</u> The monies payable to the Contractor by the City under the Contract Documents and in accordance with the line item unit prices listed in the Bid.
- 1.11 <u>Contract Time</u> The number of calendar days stated in the Agreement for the completion of the Work. The dates on which the work shall be started and shall be completed as stated in the Notice to Proceed.
- 1.12 <u>Contractor</u> The person, firm, company, or corporation with whom the City has entered into the Agreement, including but not limited to its employees, agents, representatives, contractors, subcontractors, their subcontractors and their other successors and assigns.
- 1.13 Day A calendar day of twenty-four (24) hours ending at midnight.
- 1.14 <u>Defective</u> An adjective which when modifying the word "Work" refers to work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to the Project Manager's recommendation of final payment.

- 1.15 Effective Date of the Agreement The effective date of the agreement shall be the date the City Commission approves the work. The contractor shall provide all required payment and performance bonds and insurances to the City within ten (10) Calendar days following the City Commission approval. Upon verification of all bonds and insurances, the City will issue a notice to proceed (NTP) to the Contractor. Contract time will commence on the date when the Notice to Proceed is issued. The Contractor shall commence the work immediately upon receipt of the Notice to Proceed. Failure of the contractor to proceed with the work will constitute non-performance of the Contractor and would be ground for termination of the contract per ARTICLE 17 of the Agreement.
- 1.16 <u>Final Completion Date</u> The date the Work is completed, including completion of the final punch list, and delivered along with those items specified in the Contract Documents and is accepted by the City.
- 1.17 <u>Hazardous Materials (HAZMAT)</u> Any solid, liquid, or gaseous material that is toxic, flammable, radioactive, corrosive, chemically reactive, or unstable upon prolonged storage in quantities that could pose a threat to life, property, or the environment defined in Section 101(14) of Comprehensive Environmental Response, Compensation and Liability Act of 1980 and in 40 CFR 300.6. Also defined by 49 CFR 171.8 as a substance or material designated by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated.
- 1.18 <u>Hazardous Substance</u> As defined by Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act; any substance designated pursuant to Section 311(b) (2) (A) of the Clean Water Act; any element, compound, mixture, solution or substance designated pursuant to Section 102 identified under or listed pursuant to Section 3001 of the Solid Waste Disposal Act {but not including any waste listed under Section 307[a] of the Clean Water Act}; any hazardous air pollutant listed under Section 112 of the Clean Air Act; and any imminently hazardous chemical substance or mixture pursuant to Section 7 of the Toxic Substances Control Act. The term does not include petroleum, including crude oil or any fraction thereof, which is not otherwise specifically listed or designated as a hazardous substance in the first sentence of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).
- 1.19 <u>Hazardous Waste</u> Those solid wastes designated by OSHA in accordance with 40 CFR 261 due to the properties of ignitability, corrosivity, reactivity, or toxicity. Any material that is subject to the Hazardous Waste Manifest requirements of the EPA specified in 40 CFR Part 262.
- 1.20 <u>Holidays</u> Those designated non-work days as established by the City Commission of the City of Fort Lauderdale.
- 1.21 <u>Inspection</u> The term "inspection" and the act of inspecting as used in this Agreement is defined to mean the examination of construction to ensure that it conforms to the design concept expressed in the plans and specifications. This term shall not be construed to mean supervision, superintending and/or overseeing.

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- 1.22 <u>Notice of Award</u> The written notice by City to the Contractor stating that upon compliance by the Contractor with the conditions precedent enumerated therein, within the time specified that the City will sign and deliver this Agreement.
- 1.23 <u>Notice to Proceed</u> A written notice given by the City to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contract Time will end.
- 1.24 <u>Plans</u> The drawings which show the character and scope of the work to be performed and which have been prepared or approved by the City and are referred to in the Contract Documents.
- 1.25 <u>Premises (otherwise known as Site or Work Site)</u> means the land, buildings, facilities, etc. upon which the Work is to be performed.
- 1.26 <u>Project</u> The total construction of the Work to be provided as defined in the Contract Documents.
- 1.27 Project Manager The employee of the City, or other designated individual who is herein referred to as the Project Manager, will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the contract Documents in connection with completion of the Work in accordance with this Agreement. The Project Manager, or designee, shall be the authorized agent for the City unless otherwise specified.
- 1.28 <u>Punch List</u> The City's list of Work yet to be done or be corrected by the Contractor, before the Final Completion date can be determined by the City.
- 1.29 <u>Record Documents</u> A complete set of all specifications, drawings, addenda, modifications, shop drawings, submittals and samples annotated to show all changes made during the construction process.
- 1.30 Record Drawings or "As-Builts" A set of drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the contractor. These documents will be signed and sealed by the Engineer of Record or a Professional Land Surveyor licensed in the State of Florida.
- 1.31 <u>Substantially Completed Date</u> A date when the Contractor has requested in writing, stating that the Work is substantially completed and is ready for an inspection and issuance of a final punch list for the Project.
- 1.32 <u>Work</u> The entire completed delivered product or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating material and equipment into the product, all as required by the Contract Documents.

### ARTICLE 2 - SCOPE OF WORK

2.1 The Contractor shall complete all work as specified or indicated in the Contract Documents. The Project for which the Work under the Contract Documents may be the whole or only part is generally described as follows:

NEW FIRE STATION No. 54. ITB #273-11865 PROJECT #10914

2.2 All Work for the Project shall be constructed in accordance with the Drawings and Specifications. The Work generally involves:

### PROJECT DESCRIPTION

The work includes, but not limited to, construction of an approximately 10,064 square feet building, two (2) story fire station with two (2) bays facility and associated infrastructure. Located at 3211 NE 32<sup>nd</sup> Street, Fort Lauderdale, Florida 33308. The building shall achieve the Florida Green Building Coalition (FGBC) Certification. Bidders shall rely on the plans, specifications, contract documents and addenda in preparing their bid.

2.3 Within ten (10) days of the execution of this Agreement, the Contractor shall submit a Construction Schedule, Schedule of Values and a listing of those subcontractors that will be utilized by the Contractor. The general sequence of the work shall be submitted by the Contractor and approved by the City before any work commences. The City reserves the right to issue construction directives necessary to facilitate the Work or to minimize any conflict with operations.

### **ARTICLE 3 - PROJECT MANAGER**

3.1 The Project Manager is hereby designated by the City as Luisa Fernanda Arbelaez whose address is 100 N. Andrews Avenue, 4<sup>th</sup> Floor, Fort Lauderdale, FL 33301. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

### **ARTICLE 4 – CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire Agreement between the City and Contractor are attached to this Agreement, are made a part hereof and consist of the following:

- 4.1 This Agreement.
- 4.2 The Contract Documents may only be altered, amended, or repealed in accordance with the specific provisions of the terms of this Agreement.
- 4.3 Exhibits to this Agreement: (Plans sheets [ ] to [ ] inclusive).
- 4.4 Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance.

- 4.5 Notice of Award and Notice to Proceed.
- 4.6 General Conditions as amended by the Special Conditions.
- 4.7 Technical Specifications.
- 4.8 Plans/Drawings.
- 4.9 Addenda number \_\_\_\_\_\_ through \_\_\_\_\_, inclusive.
- 4.10 Bid Form and supplement Affidavits and Agreements.
- 4.11 All applicable provisions of State and Federal Law.
- 4.12 Invitation to Bid No., \_\_\_\_\_, Instructions to Bidders, and Bid Bond.
- 4.13 Contractor's response to the City's Invitation to Bid No.\_\_\_\_\_\_, dated
- 4.14 Schedule of Completion and Schedule of Values.
- 4.15 All amendments, modifications and supplements, change orders and work directive changes issued on or after the Effective Date of the Agreement.
- 4.16 Any additional documents that are required to be submitted under the Agreement.
- 4.17 Permits on file with the City and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement. A copy of all permits shall be given to the City for inclusion in the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.

In the event of any conflict between the documents or any ambiguity or missing specification or instruction, the following priority is established:

- a. Specific direction from the City Manager (or designee).
- b. Approved change orders, addenda or amendments.
- c. Specifications (quality) and Drawings (location and quantity).
- d. Supplemental conditions or special terms.
- e. General Terms and Conditions.
- f. This Agreement dated \_\_\_\_\_ and any attachments.
- g. Invitation to Bid No., \_\_\_\_\_\_, and the specifications prepared by the City.

- h. Contractor's response to the City's Invitation to Bid No., \_\_\_\_\_, dated
- i. Schedule of Values.
- j. Schedule of Completion.

If during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall so report to the Project Manager, in writing, at once and before proceeding with the Work affected shall obtain a written interpretation or clarification from the City.

It is the intent of the specifications and plans to describe a complete Project to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the specifications or plans as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such works shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or associations, or to the code of any governmental authority whether such reference be specific or implied, shall mean the latest standard specification, manual or code in effect as of the Effective Date of this Agreement, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the City, the Contractor, or any of their agents or employees from those set forth in the Contract Documents.

### ARTICLE 5 - CONTRACT TIME

- 5.1 The Contractor recognizes that **TIME IS OF THE ESSENCE**. The Work shall commence within 14 calendar days of the date of the Notice to Proceed.
- 5.2 The Work shall be Substantially Completed within 360 calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.
- 5.3 The Work shalf be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within 390 calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.

### **ARTICLE 6 – CONTRACT PRICE**

- 6.1 City shall pay Contractor for performance of the Work in accordance with Article 7, subject to additions and deletions by Change Order, as provided for in this Agreement.
- 6.2 The parties expressly agree that the Contract Price, which shall not exceed the amount of \$\_\_\_\_\_\_\_, constitutes the total maximum compensation payable to Contractor for performing the Work, plus any Work done pursuant to a Change Order. The Contract Price is in accordance with the line item unit prices listed in the Bid. Line items are based on a unit price cost multiplied by a defined quantity. Any

- additional duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change to the Contract Price.
- 6.3 The Contract Price constitutes the compensation payable to Contractor for performing the Work plus any Work done pursuant to a Change Order. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract price.

### **ARTICLE 7 – PAYMENT**

- 7.1 Contractor shall submit Applications for Payment in accordance with the Contract Documents. Applications for Payment will be processed by City as provided in the General Conditions.
- 7.2 Progress Payments. City shall make progress payments on account of the Contract Price on the basis of Contractor's monthly Applications for Payment, which shall be submitted by the Contractor between the first (1<sup>st</sup>) and the tenth (10<sup>th</sup>) day after the end of each calendar month for which payment is requested. All progress payments will be made on the basis of the progress of the Work completed.
- 7.3 Prior to Final Completion, progress payments will be made in an amount equal to ninety percent (90%) of the value of Work completed less in each case the aggregate of payments previously made.
- 7.4 Final Payment. Upon final completion of the Work in accordance with the General Conditions, as may be supplemented, the City shall pay Contractor an amount sufficient to increase total payments to one-hundred percent (100%) of the Contract Price. However, not less than ten percent (10%) of the Contract Price shall be retained until Record Drawings (as-builts), specifications, addenda, modifications and shop drawings, including all manufacturers' instructional and parts manuals are delivered to and accepted by the City.
- 7.5 City may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
  - 7.5.1 Defective work not remedied.
  - 7.5.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or City because of Contractor's performance.
  - 7.5.3 Failure of Contractor to make payments properly to Subcontractors or for material or labor.
  - 7.5.4 Damage to another contractor not remedied.
  - 7.5.5 Liquidated damages and costs incurred by Consultant for extended construction administration, if applicable.
  - 7.5.6 Failure of Contractor to provide any and all documents required by the Contract Documents.

When the above grounds are removed or resolved satisfactory to the Project Manager, payment shall be made in whole or in part.

- 7.6 The City shall make payment to the Contractor in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.
- 7.7 The City shall make payment to the Contractor through utilization of the City's P-Card Program.

### **ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

In order to induce the City to enter into this Agreement, Contractor makes the following representations upon which the City has relied:

- 8.1 Contractor is qualified in the field of public construction and in particular to perform the Work and services set forth in this Agreement.
- 8.2 Contractor has visited the Work Site, has conducted extensive tests, examinations and investigations and represents and warrants a thorough familiarization with the nature and extent of the Contract Documents, the Work, locality, soil conditions, moisture conditions and all year-round local weather and climate conditions (past and present), and, in reliance on such tests, examination and investigations conducted by Contractor and the Contractor's experts, has determined that no conditions exist that would in any manner affect the Proposed Price and that the project can be completed for the Proposed Price submitted within the Contract Time as defined in this Agreement. Furthermore, Contractor warrants and confirms that he is totally familiar with, understands and obligates Contractor to comply with all federal, state and local laws, ordinances, rules, regulations and all market conditions that affect or may affect the cost and price of materials and labor needed to fulfill all provisions of this Agreement or that in any manner may affect cost, progress or performance of the Work.
- 8.3 The Contractor has satisfied itself as to the nature and location of the Work under the Contract Documents, the general and local conditions of the Project, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads, the conformation and conditions at the ground based on City provided reports, the type of equipment and facilities needed preliminary to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.
- 8.4 The Contractor has also studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Works, and finds and has further determined that no conditions exist that would in any manner affect the Proposed Price and that the project can be completed for the Proposed Price submitted.
- 8.5 Contractor has made or caused to be made examinations, investigations, tests and studies of such reports and related data in addition to those referred to in Paragraphs 8.2, 8.3 and 8.4 above as he deems necessary for the performance of the Work at the Contract Prices, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are, or will be, required by Contractor for such purposes.

- 8.6 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 8.7 Contractor has given City written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution by City is acceptable to the Contractor.

### 8.8 Labor

- 8.8.1 The Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order at the site.
- 8.8.2 The Contractor shall, at all times, have a competent superintendent, capable of reading and thoroughly understanding the drawings and specifications, as the Contractor's agent on the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work.
- 8.8.3 The Contractor shall designate the superintendent on the job to the City, in writing, immediately after receipt of the Notice to Proceed. The Contractor understands and agrees that the superintendent's physical presence on the job site is indispensable to the successful completion of the Work. If the superintendent is frequently absent from the job site, the Project Manager may deliver written notice to the Contractor to stop work or terminate the Contract in accordance with Article 17.
- 8.8.4 The Contractor shall assign personnel to the job site that have successfully completed training programs related to trench safety, confined space and maintenance of traffic. A certified "competent person" shall be assigned to the job site. Personnel certified by the International Municipal Signal Associations with Florida Department of Transportation qualifications are required relative to maintenance of traffic. Failure to pursue the Work with the properly certified supervisory staff may result in notice to stop work or terminate the Contract in accordance with Article 17.

### 8.9 Materials:

- The Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of Work.
- 8.9.2 All material and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. Suppliers shall be selected and paid by the Contractor; the City reserves the right to approve all suppliers and materials.
- 8.10 <u>Work Hours:</u> Except in connection with the safety or protection of persons, or the Work, or property at the site or adjacent thereto, and except as otherwise indicated in CAM 17-0531

the Supplementary Conditions, all work at the site shall be performed during regular working hours between 7:00 a.m. and 6:00 p.m., Monday through Friday. The Contractor will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday (designated by the City of Fort Lauderdale) without the Project Manager's written consent at least seventy-two (72) hours in advance of starting such work. If the Project Manager permits overtime work, the Contractor shall pay for the additional charges to the City with respect to such overtime work. Such additional charges shall be a subsidiary obligation of the Contractor and no extra payment shall be made to the Contractor for overtime work. It shall be noted that the City's Inspector work hours are from 8:00 a.m. to 4:30 p.m. and any work requiring inspection oversight being performed outside of this timeframe shall be paid for by the Contractor as Inspector overtime. The cost to the Contractor to reimburse the City for overtime inspection is established at direct-labor and overtime costs for each person or inspector required. Incidental overtime costs for engineering, testing and other related services will also be charged to the Contractor at the actual rate accrued.

- 8.11 Patent Fee and Royalties: The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work, or any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. The Contractor hereby expressly binds himself or itself to indemnify and save harmless the City from all such claims and fees and from any and all suits and action of every name and description that may be brought against City on account of any such claims, fees, royalties, or costs for any such invention or patent, and from any and all suits or actions that may be brought against said City for the infringement of any and all patents or patent rights claimed by any person, firm corporation or other entity.
- 8.12 Permits: The Contractor shall obtain and pay for all permits and licenses. There shall be no allowance for Contractor markup, overhead or profit for permits and licenses. The Contractor shall pay all government charges which are applicable at the time of opening of proposals. It shall be the responsibility of the Contractor to secure and pay for all necessary licenses and permits of a temporary nature necessary for the prosecution of Work.
- 8.13 <u>Law and Regulations:</u> The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the specifications or plans are at variance therewith, the Contractor shall give the Project Manager prompt written notice thereof, and any necessary changes shall be adjusted by any appropriate modifications. If the Contractor performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to the Project Manager, the Contractor shall bear all costs arising therefrom; however, it shall not be the Contractor's primary responsibility to make certain that the specifications and plans are in accordance with such laws, ordinances, rules and regulations.
- 8.14 <u>Taxes:</u> The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the laws of the City of Fort Lauderdale, County of Broward, State of Florida.
- 8.15 <u>Contractor Use of Premises:</u> The Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted

by law, ordinances, permits and/or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. The Contractor shall not enter upon private property for any purpose without first securing the permission of the property owner in writing and furnishing the Project Manager with a copy of said permission. This requirement will be strictly enforced, particularly with regard to such vacant properties as may be utilized for storage or staging by the Contractor.

The Contractor shall conduct his work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures of work of any kind, including permanent reference markers or property corner markers, or the interruption of a utility service, shall be repaired or restored promptly at no expense to the City or property owner.

The Contractor will preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not reasonably interfere with the construction, as determined by the Project Manager. The Contractor will be responsible for repairing or replacing any trees, shrubs, lawns and landscaping that may be damaged due to careless operation of equipment, stockpiling of materials, tracking of grass by equipment or other construction activity. The Contractor will be liable for, or will be required to replace or restore at no expense to the City all vegetation not protected or preserved as required herein that may be destroyed or damaged.

During the progress of the work, the Contractor shall keep the premises free from accumulations of waste materials, rubbish and debris resulting from the Work. At the completion of the Work, the Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials and shall leave the site clean and ready for occupancy by the City. The Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents at no cost to the City.

- 8.16 <u>Project Coordination</u>: The Contractor shall provide for the complete coordination of the construction effort. This shall include, but not necessarily be limited to, coordination of the following:
  - 8.16.1 Flow of material and equipment from suppliers.
  - 8.16.2 The interrelated work with affected utility companies.
  - 8 16.3 The interrelated work with the City where tie-ins to existing facilities are required.
  - 8.16.4 The effort of independent testing agencies.
  - 8.16.5 Notice to affected property owners as may be directed by the Project Manager.
- 8.17 Project Record Documents and Final As-Builts (Record Drawings): Contractor shall be responsible for maintaining up-to-date redline as-built drawings, on site, at all times during construction. All as-built information shall be surveyed and verified by a professional land surveyor registered in the State of Florida. Contractor shall provide the City with a minimum of three (3) sets of signed and sealed record drawings (Final As-Builts) and a CD of the electronic drawings files created in AutoCad 2014 or later. All costs associated

with survey work required for construction layout and as-built preparation shall be the responsibility of the Contractor.

## 8.18 Safety and Protection:

- 8.18.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
  - 8.18.1.1 All employees working on the project and other persons who may be affected thereby.
  - 8.18.1.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.
  - 8.18.1.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 8.18.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and utilities when execution of the Work may affect them at least seventy-two (72) hours in advance (unless otherwise required). All damage, injury or loss to any property caused, directly or indirectly, in whole or in part by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's duties and responsibilities for safety and protection of the Work shall continue until such time as all the Work is completed and accepted by the City.
- 8.19 <u>Emergencies:</u> In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the City is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Project Manager prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.
- 8.20 Risk of Loss: The risk of loss, injury or destruction shall be on the Contractor until acceptance of the Work by the City. Title to the Work shall pass to the City upon acceptance of the Work by the City.
- 8.21 Environmental: The Contractor has fully inspected the Premises and agrees, except as to the presence of any asbestos, to accept the Premises in an "as is" physical condition, without representation or warranty by the City of any kind, including, without limitation, any and all existing environmental claims or obligations that may arise from the presence of any "contamination" on, in or about the Premises. Further, Contractor and all entitles claiming by, through or under the Contractor, releases and discharges the City, from any claim, demand, or cause of action arising out of or relating to the

Contractor's use, handling, storage, release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of any hazardous substances including asbestos on, under, from or about the Premises. The Contractor shall have no liability for any pre-existing claims or "contamination" on the Premises.

The Contractor shall not use, handle, store, discharge, treat, remove, transport, or dispose of Hazardous Substances including asbestos at, in, upon, under, to or from the Premises until receipt of instructions from the City. At such time, a City approved Change Order, which shall not include any profit, shall authorize the Contractor to perform such services.

The Contractor shall immediately deliver to the Project Manager complete copies of all notices, demands, or other communications received by the Contractor from any governmental or quasi-governmental authority or any insurance company or board of fire underwriters or like or similar entities regarding in any way alleged violations or potential violations of any Environmental Law or otherwise asserting the existence or potential existence of any condition or activity on the Premises which is or could be dangerous to life, limb, property, or the environment.

For other and additional consideration, the Contractor hereby agrees, at its sole cost and expense, to indemnify and protect, defend, and hold harmless the City and its respective employees, agents, officials, officers, representatives, contractors and subcontractors, successors, and assigns (hereafter the "City") from and against any and all claims, demands, losses, damages, costs, expenses, including but not limited to mitigation, restoration, and natural restoration expenses, liabilities, assessments, fines, penalties charges, administrative and judicial proceedings and orders, judgments, causes of action, in law or in equity, remedial action requirements and/or enforcement actions of any kind (including, without limitation, attorneys' fees and costs) directly or indirectly arising out of or attributable to, in whole or in part, the Contractor's use, handling, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of a Hazardous Substance (excluding asbestos) on, under, from, to or about the Premises or any other activity carried on or undertaken on or off the Premises by the Contractor or its employees, agents or subcontractors, in connection with the use, handling, storage, release, threatened release, discharge, treatment, mitigation, natural resource restoration, removal, transport, decontamination, cleanup, disposal and/or presence or any Hazardous Substance including asbestos located, transported, or present on, undue, from, to, or about the Premises. This indemnity is intended to be operable under 42 U.S.C. sections 9607, as amended, and any successor section.

The scope of the indemnity obligations includes, but is not limited to: (a) all consequential damages; (b) the cost of any required or necessary repair, cleanup, or detoxification of the applicable real estate and the preparation and implementation of any closure, remedial or other required plan, including without limitation; (i) the costs of removal or remedial action incurred by the United States government or the State of Florida or response costs incurred by any other person, or damages from injury to destruction of, or loss of, natural resources, including the cost of assessing such injury, destruction, or loss, incurred pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended; (ii) the clean-up costs, fines, damages, or penalties incurred pursuant to any applicable provisions of Florida law; and (iii) the cost and expenses of abatement, correction or cleanup, fines, damages,

response costs, or penalties which arise from the provisions of any other statute, law, regulation, code ordinance, or legal requirement state or federal; and (c) liability for personal injury or property damage arising under any statutory or common law tort theory, including damages assessed for the maintenance of a public private nuisance, response costs, or for the carrying on of an abnormally dangerous activity.

- 8.22 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any other reason or allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.
- 8.23 No Liens: If any Subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements or claim against any monies due or to become due from the City to Contractor or from Contractor to a Subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any Change Order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within twenty (20) days of the filing or from receipt of written notice from the City.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor, or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged, shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining such. If Contractor shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments.

8.24 <u>Weather Emergencies</u>: Upon issuance of a Hurricane Watch by the National Weather Service, the Contractor shall submit to the City a plan to secure the work area in the event a Hurricane Warning is issued. The plan shall detail how the Contractor will secure the Premises, equipment and materials in a manner as to prevent damage to the Work and prevent materials and equipment from becoming a hazard to persons and property on and around the Premises. The plan shall include a time schedule required to accomplish the hurricane preparations and a list of emergency contacts that will be available and in the City before, during and immediately after the storm.

Upon issuance of a Hurricane Warning by the National Weather Service, if the Contractor has not already done so, the Contractor shall implement its hurricane preparedness plan. Cost of development and implementation of the hurricane preparedness plan shall be considered as incidental to construction. Cost of any clean up and rework required after the storm will be considered normal construction risk within Florida and shall not entitle the Contractor to any additional compensation. Contractor shall be entitled to request an extension in time for completion of the Work, in accordance with the provisions of Article 15 of this Agreement, equal to the time he is shut down for implementation of the preparedness plan, the duration of the storm and a reasonable period to restore the Premises.

8.25 Force Majeure: No Party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purposes, such acts or circumstances shall include, but not be limited to weather conditions affecting performance, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, or protest demonstrations. Should such acts or circumstances occur, the parties shall use their best efforts to overcome the difficulties arising therefrom and to resume the Work as soon as reasonably possible with the normal pursuit of the Work.

Inclement weather, continuous rain for less than three (3) days or the acts or omissions of subcontractors, third-party contractors, materialmen, suppliers, or their subcontractors, shall not be considered acts of force majeure.

No Party shall be liable for its failure to carry out its obligations under the Agreement during a period when such Party is rendered unable by force majeure to carry out its obligation, but the obligation of the Party or Parties relying on such force majeure shall be suspended only during the continuance of the inability and for no longer period than the unexpected or uncontrollable event.

The Contractor further agrees and stipulates, that its right to excuse its failure to perform by reason of force majeure shall be conditioned upon giving written notice of its assertion that a Force Majeure delay has commenced within 96 hours after such an occurrence. The CONTRACTOR shall use its reasonable efforts to minimize such delays. The CONTRACTOR shall promptly provide an estimate of the anticipated additional time required to complete the Project.

Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assisted Contracts: The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et

seq.). Additionally, the contractor assures that they, the sub recipient or the subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. (This additional language must be included in each subcontract the prime contractor signs with a subcontractor.)

## **ARTICLE 9 – CITY'S RESPONSIBILITIES**

- 9.1 The City shall furnish the data required of the City under the Contract Documents promptly and shall make payments to the Contractor promptly after they are due as provided in Article 7.
- 9.2 The City's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in the Contract Documents.
- 9.3 <u>Technical Clarifications and Interpretations:</u>
  - 9.3.1 The City shall issue, with reasonable promptness, such written clarifications or interpretations of the Contract Documents as it may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Should the Contractor fail to request interpretation of questionable items in the Contract Documents, the City shall not entertain any excuse for failure to execute the Work in a satisfactory manner.
  - 9.3.2 The City shall interpret and decide matters concerning performance under the requirements of the Contract Documents, and shall make decisions on all claims, disputes or other matters in question. Written notice of each claim, dispute or other matter will be delivered by claimant to the other Party but in no event later than five (5) days after the occurrence of event, and written supporting date will be submitted to the other Party within five (5) days after such occurrence. All written decisions of the City on any claim or dispute will be final and binding.
- 9.4 The Contractor shall perform all Work to the reasonable satisfaction of the City in accordance with the Contract Documents. In cases of disagreement or ambiguity, the City shall decide all questions, difficulties, and disputes of whatever nature, which may arise under or by reason of this Agreement or the quality, amount and value of the Work, and the City's decisions on all claims, questions and determination are final.

## **ARTICLE 10 – BONDS AND INSURANCE**

10.1 <u>Public Construction and Other Bonds:</u> The Contractor shall furnish Public Construction or Performance and Payment Bonds ("Bond"), each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. These Bonds shall remain in effect until at least one (1) year after the date of final payment, except as otherwise provided by law. All Bonds shall be furnished and provided by the surety CAM 17-0531

and shall be in substantially the same form as prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department and (iii) otherwise meet the requirements set forth herein that apply to sureties. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

10.1.1 Performance Bond: A Corporate Surety Bond legally issued, meeting the approval of, and running to the City in an amount not less than the Contract Price of such improvements, conditioned that the Contractor shall maintain and make all repairs to the improvements constructed by the Contractor at their own expense and free of charge to the City, for the period of one (1) year after the date of acceptance of the Work within such period by reason of any imperfection of the material used or by reason of any defective workmanship, or any improper, imperfect or defective preparation of the base upon which any such improvement shall be laid.

The Contractor shall execute and record in the public records of Broward County, Florida, a payment and performance bond in an amount at least equal to the Contract Price with a surety insurer authorized to do business in the State of Florida as surety, ("Bond"), in accordance with Section 255.05, Florida Statutes (2014), as may be amended or revised, as security for the faithful performance and payment of all of the Contractor's obligations under the Contract Documents.

10.2 <u>Disqualification of Surety:</u> If the Surety on any Bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of clauses (i) and (ii) of Paragraph 10.1, the Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to the City.

## 10.3 Insurance

10.3.1

Contractor shall provide and shall require all of its sub-contractors to provide, pay for, and maintain in force at all times during the term of the Agreement, such insurance, including Property Insurance (Builder's Risk), Commercial General Liability Insurance, Business Automobile Liability Insurance, Workers' Compensation Insurance, Employer's Liability Insurance, and Umbrella/Excess Liability, as stated below, as well as Professional Liability insurance in the amount of \$1,000,000 for any Architectural and or Engineering requirements associated with the fulfillment of the contract if required. Such policy or policies shall be issued by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. A Sample Insurance Certificate shall be included with the proposal to demonstrate the firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the insurance companies' names for all required coverage, and the dollar amounts of the coverage.

- A. The City is required to be named as additional insured on the Commercial General Liability insurance policy. <u>BINDERS ARE UNACCEPTABLE</u>. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Contractor. Any exclusions or provisions in the insurance maintained by the Contractor that precludes coverage for the work contemplated in this Agreement shall be deemed unacceptable, and shall be considered a breach of contract.
- B. The Contractor shall provide the City an original Certificate of Insurance for policies required by Article 10. All certificates shall state that the City shall be given ten (10) days' notice prior to expiration or cancellation of the policy. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to Such notification will be in writing by provide the proper notice. registered mail, return receipt requested and addressed to the Finance Department. Such policies shall: (1) name the insurance company or companies affording coverage acceptable to the City, (2) state the effective and expiration dates of the policies, (3) include special endorsements where necessary. Such policies provided under Article 10 shall not be affected by any other policy of insurance, which the City may carry in its own name.
- C. Contractor shall as a condition precedent of this Agreement, furnish to the City of Fort Lauderdale, c/o Project Manager, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, Certificate(s) of Insurance upon execution of this Agreement, which indicate that insurance coverage has been obtained which meets the requirements as outlined below:
- 10.3.2 Property Insurance (Builder's Risk): The Contractor shall purchase and maintain property insurance upon the Work at or off the site of 100% of the contract completed value. These policies shall insure the interest of the owner, contractor and subcontractors in the Work, and shall insure against "all risks" of physical loss and damage including theft, vandalism and nalicious mischief, collapse and water damage. All such insurance required by this paragraph shall remain in effect until the Work is completed and accepted by the City.

# Commercial General Liability

A. Limits of Liability:

Bodily Injury and Property Damage - Combined Single Limit

Each Occurrence \$1,000,000
Project Aggregate \$1,000,000
General Aggregate \$2,000,000
Personal Injury \$1,000,000
Products/Completed Operations \$1,000,000

B. Endorsements Required:

City of Fort Lauderdale included as an Additional Insured

**Broad Form Contractual Liability** 

Waiver of Subrogation

Premises/Operations

**Products/Completed Operations** 

**Independent Contractors** 

Owners and Contractors Protective Liability

## 10.3.4 Business Automobile Liability

A. Limits of Liability:

Bodily Injury and Property Damage - Combined Single Limit

All Autos used in completing the contract including Hired, Borrowed or

\$1,000,000

Non-Owned Autos

Any One Accident

B. Endorsements Required:

Waiver of Subrogation

10.3.5 Workers' Compensation and Employer's Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440

Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Law.

Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act.

- 10.3.6 <u>Umbrella/Excess Liability:</u> The Contractor shall provide umbrella/excess coverage with limits of no less than \$2,000,000 excess of Commercial General Liability, Automobile Liability and Employer's Liability.
- 10.3.7 All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the Contractor that precludes coverage for work contemplated in this project shall be deemed unacceptable, and shall be considered breach of contract.

NOTE: CITY PROJECT NUMBER MUST APPEAR ON EACH CERTIFICATE.

A <u>Sample Insurance Certificate</u> shall be included with the proposal to demonstrate the firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the insurance companies' names for all required coverage, and the dollar amounts of the coverage.

Compliance with the foregoing requirements shall not relieve the Contractor of their liability and obligation under this section or under any other section of this Agreement.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the Project. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates that cover the contractual period, the City shall:

- A. Suspend the Agreement until such time as the new or renewed certificates are received by the City.
- B. The City may, at its sole discretion, terminate the Agreement for cause and seek damages from the Contractor in conjunction with the violation of the terms and conditions of the Agreement.

# ARTICLE 11- WARRANTY AND GUARANTEE, TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

- 11.1 <u>Warranty:</u> The Contractor warrants and guarantees to the City that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to the Contractor. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.
  - 11.1.1 Warranty of Title: The Contractor warrants to the City that it possesses good, clear and marketable title to all equipment and materials provided and that there are no pending liens, claims or encumbrances against the equipment and materials.
  - Marranty of Specifications: The Contractor warrants that all equipment, materials and workmanship furnished, whether furnished by the Contractor, its subcontractors or suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.
  - 11.1.3 <u>Warranty of Merchantability:</u> The Contractor warrants that any and all equipment to be supplied pursuant to this Agreement is merchantable, free from defects, whether patent or latent in material or workmanship, and fit for the ordinary purposes for which it is intended.

- 11.2 <u>Tests and Inspections:</u> Contractor shall retain the services of an independent, certified, testing lab to perform all testing as required by the specifications, Contract drawings, and any applicable permitting agency. Contractor shall provide evidence of certification to the City before the work and testing is done. Testing results shall be submitted to the Engineer for review and approval at the time the results are provided to the Contractor. The Contractor shall give the Project Manager and City Inspector a minimum of twenty-four (24) hours' advanced notice of readiness of the Work for all required inspections, tests, or approvals and shall notify all applicable permitting agencies in a timely manner based on requirements set forth in the permit documents.
  - 11.2.1 Neither observations by the Project Manager nor inspections, tests or approvals by others shall relieve the Contractor from its obligations to perform the Work in accordance with the Contract Documents.
- 11.3 <u>Uncovering Work:</u> If any work that is to be inspected, tested or approved is covered without approval or consent of the Project Manager, it must, if requested by the Project Manager, be uncovered for observation and/or testing. Such uncovering and replacement shall be at the Contractor's sole expense unless the Contractor has given the Project Manager timely notice of the Contractor's intention to cover such Work and the Project Manager has not acted with reasonable promptness in response to such notice.
  - 11.3.1 If the Project Manager considers it necessary or advisable that Work covered in accordance with Paragraph 11.2.1, 11.2.2 and 11.2.3 be observed by the City or inspected or tested by others, the Contractor at the City's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Project Manager may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such work is not found to be defective, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection testing and reconstruction if he makes a claim therefore as provided in Articles 14 and 15.
- 11.4 <u>City May Stop the Work:</u> If the Work is defective, or the Contractor fails to supply sufficient skilled supervisory personnel or workmen or suitable materials or equipment or the work area is deemed unsafe, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; nowever, this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other party. The City will not award any increase in Contract Price or Contract Time if the Work is stopped due to the circumstances described herein.
- 11.5 <u>Correction or Removal of Defective Work Before Final Payment:</u> If required by the Project Manager, the Contractor shall promptly, without cost to the City and as Specified by the Project Manager, either correct any defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by the City remove it from the site and replace it with non-defective Work.

- 11.6 One Year Correction Period After Final Payment: If within one (1) year after the date of final acceptance, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with the City's written instructions, either correct such defective Work, or, if it has been rejected by the City, remove it from the site and replace it with non-defective Work.
  - If The Contractor does not promptly comply with the terms of such instructions or in an emergency where delay would cause serious risk of loss or damage, the City may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs for such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.
- 11.7 Acceptance of Defective Work, Deductions: If, instead of requiring correction or removal and replacement of defective Work, the City, at the city's sole option, prefers to accept it, the City may do so. In such a case, if acceptance occurs prior to the Project Manager's recommendation of final payments, a Change Order shall be issued incorporating the necessary revisions in the Contracts Documents, including appropriate reduction in the Contract Price; or if the acceptance occurs after such recommendation, an appropriate amount shall be paid by the Contractor to the City.
- City May Correct Defective Work: If the Contractor fails within a reasonable time after 11.8 written notice of the Project Manager to proceed to correct defective Work or to remove and replace rejected Work as required by the Project Manager in accordance with Paragraph 11.5, or if the Contractor fails to perform the Work in accordance with the Contract Documents, the City may, after seven (7) days written notice to the Contractor, correct and remedy any such deficiency. In exercising its rights under this paragraph, the City shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the City may exclude the Contractor from all or part of the site, take possession of all or part of the Work, suspend the Contractor's services related thereto and take possession of the Contractor's tools, construction equipment and materials stored at the site or elsewhere. The Contractor shall allow the City's representative agents and employees such access to the site as may be necessary to enable the City to exercise its rights under this paragraph. All direct and indirect costs of the City in exercising such rights shall be charged against the Contractor in an amount verified by the Project Manager, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the Contractor's defective Work. The Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the City of the City's right hereunder.

#### **ARTICLE 12 – INDEMNIFICATION**

12.1 <u>Disclaimer of Liability:</u> The City shall not at any time, be liable for injury or damage occurring to any person or property from any cause, whatsoever, arising out of Contractor's construction and fulfillment of this agreement.

- 12.2 <u>Indemnification:</u> For other, additional good valuable consideration, the receipt and sufficiency of which is hereby acknowledged:
  - 12.2.1 Contractor shall, at its sole cost and expense, indemnify and hold harmless the City, its representatives, employees and elected and appointed officials from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential including but not limited to fees and charges of engineers, architects, attorneys, consultants and other professionals and court costs arising out of or in consequence of the performance of this Agreement at all trial and appellate levels. Indemnification shall specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from (a) the negligent or defective design of the project and Work of this Agreement; (b) any act, omission or default of the Contractor, Subcontractors, agents, servants or employees; (c) any and all bodily injuries, sickness, disease or death; (d) injury to or destruction of tangible property. including any resulting loss of use; (e) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this Project including the warranty period; (f) the use of any improper materials; (g) any construction defect including both patent and latent defects; (h) failure to timely complete the work; (i) the violation of any federal, state, county or city laws, ordinances or regulations by Contractor, its subcontractors, agents, servants, independent contractors or employees; (j) the breach or alleged breach by Contractor of any term of the Agreement, including the breach or alleged breach of any warranty or guarantee.
  - 12.2.2 Contractor agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against City, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent and/or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.
  - 12.2.3 Contractor shall pay all claims, losses, liens, settlements or judgments of any nature in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees and costs for trails and appeals.
  - 2.24 If any Subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements thereon or make a claim against any monies due or to become due from the City to Contractor or from Contractor to a Subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within five (5) days of the filing or from receipt of written notice from the City.

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Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor, or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged, shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining the discharge. If Contractor shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments, and which shall be deducted from any amount owing to Contractor. In the event the amount due Contractor is less than the amount required to satisfy Contractor's obligation under this, or any other article, paragraph or section of this Agreement, the Contractor shall be liable for the deficiency due the City.

12.2.5 The Contractor and the City agree that Section 725.06(2), Florida Statutes controls the extent and limits of the indemnification and hold harmless provisions of this Agreement, if any, and that the parties waive any defects in the wording of this Article that runs afoul of said statutory section.

## ARTICLE 13 - CHANGES IN THE WORK

- 13.1 Without invalidating this Agreement, the City may, at any time or from time to time order additions, deletions or revisions in the Work through the issuance of Change Orders. Upon receipt of a Change Order, the Contractor shall proceed with the Work involved. All Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 14 or Article 15 on the basis of a claim made by either Party.
- 13.2 The Project Manager may authorize minor changes in the work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. Such changes must be in writing and signed by the City and the Contractor.
- 13.3 If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be the Contractor's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City.

#### ARTICLE 14 – CHANGE OF CONTRACT PRICE

Change of Contract Price, approved by City, shall be computed as follows:

14.1 <u>Cost of the Work</u>: The term "Cost of the Work" means the sum of all direct costs necessarily incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by the City, these costs shall be in

amounts no higher than those prevailing in the City and shall include only the following items and shall not include any of the costs itemized in Paragraph 14.3:

- 14.1.1 Payroll costs for employees in the direct employ of the Contractor in the performance of the Work under schedules of job classifications agreed upon by the City and the Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus and cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and applicable holiday pay.
- 14.1.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage, and required suppliers and field services. All cash discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the City, and the Contractor shall make provisions so that they may be obtained.
- 14.1.3 Supplemental costs including the following:
  - 14.1.3.1 Cost, including transportation and maintenance of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work.
  - 14.1.3.2 Rentals of all construction equipment and machinery and the parts whether rented from the Contractor or others in accordance with rental agreements approved by the City, and the costs of transporting, loading, unloading, installation, dismantling and removal. The rental of any such equipment, machinery or parts shall cease when the use is no longer necessary for the Work.
  - 14.1.3.3 Sales, consumer, use or similar taxes related to the Work and for which the Contractor is liable, imposed by laws and regulations.
  - 14.1.3.4 Royalty payments and fees for permits and licenses.
  - 14.1.3.5 The cost of utilities, fuel and sanitary facilities at the Work site.
  - 14.1.3.6 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.
  - 14.1.3.7 Cost of premiums for additional bonds and insurance required because of changes in the Work.
- 14.2 The Contract Price may only be increased by a Change Order when Work is modified in accordance with Article 13 and approved by the City in writing. Any claim for an increase in the Contract Price resulting from a Change Order shall be based on written notice delivered to the Project Manager within ten (10) days of the occurrence of the Change Order giving rise to the claim. Notice of the amount of the claim with

supporting data shall be included in the Change Order and delivered within twenty (20) days of such occurrence unless Project Manager allows an additional period of time to ascertain accurate cost data. Any change in the Contract Price resulting from any such claim shall be incorporated in the Change Order. IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.

- 14.3 Not Included in the Cost of the Work: The term "cost of the Work" shall not include any of the following:
  - 14.3.1 Payroll costs and other compensation of the Contractor's officers executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditor, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by the Contractor whether at the site or in the Contractor's principal or branch office for general administration of the work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 14.1.1, all of which are to be considered administrative costs covered by the Contractor's fee.
  - 14.3.2 Expenses of the Contractor's principal and branch offices other than the Contractor's office at the site.
  - 14.3.3 Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work and charges against the Contractor for delinquent payments.
  - 14.3.4 Cost of premiums for all bonds and for all insurance whether or not the Contractor is required by the Contract Documents to purchase and maintain the same.
  - 14.3.5 Costs due to the negligence of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
  - 14.3.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 14.1
- 14.4 <u>Basis of Compensation:</u> The Contractor's compensation, allowed to the Contractor for overhead and profit, shall be determined as follows:
  - 14.4.1 A mutually acceptable negotiated fee:
    - 14.4.1.1 For costs incurred under Paragraphs 14.1.1 and 14.1.2, the Contractor's fee shall not exceed five percent (5%).

- 14.4.1.2 No fee shall be payable on the basis of costs itemized under Paragraphs 14.1.3.1, 14.1.3.2, 14.1.3.3, 14.1.3.4, 14.1.3.5, 14.1.3.6, 14.1.3.7, 14.3.1, 14.3.2, 14.3.3, 14.3.4, 14.3.5 and 14.3.6.
- 14.4.1.3 The amount of credit to be allowed by the Contractor to the City for any such change which results in a net decrease plus a deduction in the Contractor's fee by an amount equal to five percent (5%) for the net decrease.
- 14.4.1.4 When both additions and credits are involved in any one change the combined overhead and profit shall be figured on the basis of net increase if any, however, not to exceed five percent (5%) of the agreed compensation. Profit will not be paid on any Work not performed.
- 14.5 <u>Cost Breakdown Required:</u> Whenever the cost of any Work is to be determined pursuant to this Article, the Contractor will submit in form acceptable to the City an itemized cost breakdown together with supporting documentation. Whenever a change in the Work is to be based upon mutual acceptance of a lump sum, whether the amount is an addition, credit, or no-charge-in-cost, the Contractor shall submit an estimate substantiated by a complete itemized breakdown:
  - 14.5.1 The breakdown shall list quantities and unit prices for materials, labor, equipment and other items of cost.
  - 14.5.2 Whenever a change involves the Contractor and one (1) or more subcontractors and the change is an increase in the agreed compensation, the overhead and profit percentage for the Contractor and each subcontractor shall be itemized separately.
- 14.6 <u>Time for the City to Approve Extra Work:</u> Any Extra Work in an amount up to and not exceeding a cumulative amount of \$25,000 for a specific project can be approved by the City Manager and shall require a written Change Order proposal to be submitted to the Public Works Director for submittal and approval by the City Manager. Extra Work exceeding the cumulative amount of \$25,000 for a specific project must be approved by the City Commission and a written Change Order proposal must be submitted to the Public Works Director for submittal and approval by the City Manager and City Commission. No financial or time claim for delay to the project resulting from the Change Order approval process outlined above under Section 14.6 will be allowed.

#### ARTICLE 15 – CHANGE OF THE CONTRACT TIME

- 15.1 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 Project Manager within five (5) days of the occurrence of the event giving rise to the claim. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.
- 15.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if a claim is made there for as provided in Paragraph 15.1. Such delays shall include but not be limited to, acts or neglect by the

- City, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.
- 15.3 All time limits stated in the Contract Documents are of the essence. The provisions of this Article 15 shall not exclude recovery for damages for delay by the Contractor.
- 15.4 Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the CONTRACTOR (non-affiliated Contractors) shall not give rise to a claim by the CONTRACTOR for damages for increases in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T and Florida East Coast Railway, LLC.
- 15.5 Rights of Various Interests: Whenever work being done by City's forces or by other contractors is contiguous to or within the limits of work covered by this Contract, the respective rights of the various interests involved shall be established by the Project Manager to secure the completion of the various portions of the work in general harmony.

## ARTICLE 16 - LIQUIDATED DAMAGES

Upon failure of the Contractor to complete the Work within the time specified for 16.1 completion, the Contractor shall pay to the City the sum of One Thousand Dollars (\$1,000) for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. Should an act of God or the acts or omissions of the City, its agents or representatives, in derogation to the terms of this Agreement cause the delay, the Contractor shall not be responsible for the delay nor liquidated damages. Liquidated damages are fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of damages and the cost and effect of the failure of the Contractor to complete the Work on time. Liquidated damages shall apply separately to each portion of the Work for which a time of completion is given. The City shall have the right to deduct from or retain any compensation which may be due or which may become due and payable to the Contractor the amount of liquidated damages, and if the amount retained by the City is insufficient to pay in full such liquidated damages, the Contractor shall pay all liquidated damages in full. The Contractor shall be responsible for reimbursing the City, in addition to liquidated damages or other damages for delay, for all costs of engineering, architectural fees, and inspection and other costs incurred in administering the construction of the Project beyond the completion date specified or beyond an approved extension of time granted to the Contractor whichever is later. Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor shall not give rise to a claim by Contractor for damages for increase in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T, and Florida East Coast Railway, LLC.

No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

## ARTICLE 17 – SUSPENSION OF WORK AND TERMINATION

- 17.1 <u>City May Suspend Work:</u> The City may, at any time and without cause, suspend the Work or any portion of the Work for a period of not more than ninety (90) days by notice in writing to the Contractor which shall fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension, if the Contractor makes a claim as provided in Articles 14 and 15.
- 17.2 <u>City's Right to Terminate Contract:</u> The City may terminate this Agreement upon fifteen (15) calendar days' written notice upon the occurrence of any one or more of the following events:
  - 17.2.1 If the Contractor commences a voluntary case or a petition is filed against the Contractor, under any chapter of the Bankruptcy Code, or if the Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.
  - 17.2.2 If the Contractor makes a general assignment for the benefit of creditors.
  - 17.2.3 If a trustee, receiver, custodian or agent of the Contractor is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of the Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Contractor's creditors.
  - 17.2.4 If Contractor fails to begin the Work within fifteen (15) calendar days after the Project Initiation Date, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if Contractor shall fail to perform any material term set forth in the Contract Documents, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Project

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- Manager may give notice in writing to Contractor and its Surety of such delay, neglect or default, specifying the same.
- 17.2.5 If the Contractor repeatedly fails to make prompt payments to subcontractors or for labor, material or equipment.
- 17.2.6 If the Contractor repeatedly disregards proper safety procedures.
- 17.2.7 If the Contractor disregards any local, state or federal laws or regulations,
- 17.2.8 If the Contactor otherwise violates any provisions of this Agreement,
- 17.3 If Contractor, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, the City may exclude the Contractor from the Work site and take the prosecution of the Work out of the hands of the Contractor, and take possession of the Work and all of the Contractor's tools, appliances, construction equipment and machinery at the site and use them without liability to the City for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere, and finish the Work as the City may deem expedient. In this instance, the Contractor shall not be entitled to receive any further compensation until the Work is finished.
  - 17.3.1 If after notice of termination of Contractor's right to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of City and Contractor shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in Section 17.5 below.
  - 17.3.2 Upon receipt of Notice of Termination pursuant to Sections 17.2 or 17.5, Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.
- 17.4 If the Contractor commits a default due to its insolvency or bankruptcy, the following shall apply:
  - 17.4.1 Should this Agreement be entered into and fully executed by the parties, funds released and the Contractor (Debtor) files for bankruptcy, the following shall occur:
    - 17.4.1.1 In the event the Contactor files a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Contractor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the City. The Contractor further agrees that in the event of this default, the City shall, at its option, be entitled to seek relief from the automatic stay pursuant to 11 U.S.C. 362. The City shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d) (1) or (d) (2), and the Contactor agrees to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable

Local Rules of the United States Bankruptcy Court. The Contactor acknowledges that such waiver is done knowingly and voluntarily.

- 17.4.1.2 Alternatively, in the event the City does not seek stay relief, or if stay relief is denied, the City shall be entitled to monthly adequate protection payments within the meaning of 11 U.S.C. 361. The monthly adequate protection payments shall each be in an amount determined in accordance with the Note and Mortgage executed by the Contractor in favor of the City.
- 17.4.1.3 In the event the Contractor files for bankruptcy under Chapter 13 of Title 11, United States Code in additional to the foregoing provisions, the Contractor agrees to cure any amounts in arrears over a period not to exceed twenty-four (24) months from the date of the confirmation order, and such payments shall be made in addition to the regular monthly payments required by the Note and mortgage. Additionally, the Contractor shall agree that the City is over secured and, therefore, entitled to interest and attorney's fees pursuant to 11 Such fees shall be allowed and payable as an U.S.C. 506(b). administrative expense. Further, in the event the Contractor has less than five (5) years of payments remaining on the Note, the Contractor agrees that the treatment afforded to the claim of the City under any confirmed plan of reorganization shall provide that the remaining payments shall be satisfied in accordance with the Note, and that the remaining payments or claim shall not be extended or amortized over a longer period than the time remaining under the Note.
- 17.4.2 Should this Agreement be entered into and fully executed by the parties, and the funds have not been forwarded to Contractor, the following shall occur:
  - 17.4.2.1 In the event the Contractor files a voluntary petition pursuant to 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303., the Contractor acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Contractor acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. 365. The Contractor acknowledges that this Agreement is not capable of being assumed pursuant to 11 U.S.C. 365(c)(2), unless the City expressly consents in writing to the assumption. In the event the City consents to the assumption, the Contractor agrees to file a motion to assume this Agreement within ten (10) days after receipt of written consent from the City, regardless of whether the bankruptcy proceeding is pending under Chapter 7, 11, or 13 of Title 11 of the United States Code. The Contractor further acknowledges that this Agreement is not capable of being assigned pursuant to 11 U.S.C. 365(b)(1).
- 17.5 <u>Termination for Convenience</u>: This Contract may be terminated for convenience in writing by City upon thirty (30) days written notice to Contractor (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid for all work

executed and expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by Contractor relating to commitments which had become firm prior to the termination. Payment shall include reasonable profit for work/services satisfactorily performed. No payment shall be made for profit for work/services which have not been performed.

- 17.6 Where the Contractor's service have been so terminated by the City, the termination shall not affect any rights of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the City will not release the Contractor from liability.
- 17.7 The Contractor has no right, authority or ability to terminate the Work except for the wrongful withholding of any payments due the Contractor from the City.

## **ARTICLE 18 – DISPUTE RESOLUTION**

- 18.1 Resolution of Disputes: Questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents which cannot be resolved by mutual agreement of Contract Administrator and Contractor shall be submitted to the Consultant for resolution. When either party has determined that a disputed question, claim, difficulty or dispute is at an impasse, that party shall notify the other party in writing and submit the question, claim, difficulty or dispute to the Consultant for resolution. The parties may agree to a proposed resolution at any time without the involvement and determination of the Consultant.
  - 18.1.1 Consultant shall notify Contract Administrator and Contractor in writing of Consultant's decision within twenty-one (21) calendar days from the date of the submission of the question, claim, difficulty or dispute, unless Consultant requires time to gather information or allow the parties to provide additional information.
  - 18.1.2 In the event the determination of a dispute by the Consultant under this Article is unacceptable to any of the parties hereto, the party objecting to the determination must notify the other party and the City Manager, in writing within ten (10) days after receipt of the determination. The notice must state the basis of the objection and the proposed resolution. Final resolution of such dispute shall be made by the City Manager. The City Manager's decision shall be final and binding on the parties.
  - 18.1.3 All non-technical administrative disputes (such as billing and payment) shall be determined by Contract Administrator.
  - 18.1.4 During the pendency of any dispute and after a determination thereof, Contractor, Consultant, and Contract Administrator shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, Contractor shall carry on the Work and adhere to the progress schedule. The Work shall

EXHIBIT 1A Page 57 of 300 not be delayed or postponed pending resolution of any disputes or disagreements.

18.1.5 For any disputes which remain unsolved, within sixty (60) calendar days after Final Completion of the Work, the parties shall participate in mediation to address all unresolved disputes. A mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies under applicable law. If a party objecting to a determination, fails to comply in strict accordance with the requirements of this Article, said party specifically waives all of its rights provided hereunder, including its rights and remedies under applicable law.

## **ARTICLE 19 - NOTICES**

All notices required by any of the Contract Documents shall be in writing and shall be 19.1 deemed delivered upon mailing by certified mail, return receipt requested to the CIIONARCI following:

To the City:

City Manager City of Fort Lauderdale 100 North Andrews Avenue Fort Lauderdale, Florida 33301

with copy to the:

Project Manager and City Attorney City of Fort Lauderdale 100 North Andrews Avenue Fort Lauderdale, Florida

To the	Contractor:
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-	V /

## **ARTICLE 20 – LIMITATION OF LIABILITY**

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement, so that the City's liability for any breach never exceeds the sum of \$1,000. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000, which amount shall be reduced by the amount actually paid by the City to the Contractor pursuant to this Agreement, for any action or claim arising out of this Agreement. contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in

> **EXHIBIT 1A** Page 58 of 300

Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

20.2 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

## ARTICLE 21 – GOVERNING LAW

21.1 This Agreement shall be governed by the laws of the State of Florida. Both Parties agree that the courts of the State of Florida shall have jurisdiction of any claim arising in connection with this Agreement. Venue for any claim, objection or dispute arising out of this Agreement shall be in Broward County, Florida. By entering into this Contract, Contractor and City hereby expressly waive any rights either party may have to a trial by jury or any civil litigation related to, or arising out of the Project. Contractor shall specifically bind all subcontractors to the provisions of this Contract.

## **ARTICLE 22 - MISCELLANEOUS**

- 22.1 The duties and obligations imposed by this Agreement and the rights and remedies available to the parties and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Contractor and all of the rights and remedies available to the City, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents, and the provisions of this Paragraph will survive final payment and termination or completion of this Agreement.
- 22.2 The Contractor shall not assign or transfer this Agreement or its rights, title or interests. The obligations undertaken by the Contractor pursuant to this Agreement shall not be delegated or assigned to any other person or firm. Violation of the terms of this Paragraph shall constitute a material breach of Agreement by the Contractor and the City any, at its discretion, cancel this Agreement and all rights, title and interest of the Contractor which shall immediately cease and terminate.

- 22.3 The Contractor and its employees, volunteers and agents shall be and remain an independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be constructed to create a partnership, association or any other kind of joint undertaking or venture between the Parties.
- 22.4 The City reserves the right to audit the records of the Contractor relating in any way to the Work to be performed pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of three (3) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor shall allow the City to inspect, examine and review the records of the Contractor at any and all times during normal business hours during the term of this Agreement.
- 22.5 The remedies expressly provided in this Agreement to the City shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of the City now or later existing at law or in equity.
- 22.6 Should any part, term or provisions of this Agreement be decided by the courts to be invalid, illegal or in conflict with any state or federal law, the validity of the remaining portion or provision shall not be affected.
- Scrutinized Companies: Subject to Odebrecht Construction, Inc., v. Prasad, 876 22.7 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2016), as may be amended The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2016), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2016), as may be amended or revised.
- Public Entity Crimes: In accordance with the Public Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes,

for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the City purchase and may result in Contractor debarment.

## 22.9 Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT <a href="mailto:precontract@fortlauderdale.gov">PRRCONTRACT@fortlauderdale.gov</a>, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

#### Contractor shall:

- 1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- Upon request from the City's custodian of public records, provide the City with a
  copy of the requested records or allow the records to be inspected or copied within
  a reasonable time at a cost that does not exceed the cost provided in Chapter 119,
  Florida Statutes (2016), as may be amended or revised, or as otherwise provided
  by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
- 4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Project Name (Contractor) Project #

## **CITY**

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida

By: \_\_\_\_\_ LEE R. FELDMAN, City Manager

(CORPORATE SEAL)

ATTEST:

By: \_\_\_\_\_\_ JEFFREY A. MODARELLI City Clerk

Approved as to Legal Form:

By:\_\_\_\_\_\_ RHONDA MONTOYA HASAN Assistant City Attorney

# **CONTRACTOR**

WITNESSES:	CONTRACTOR., a Florida corporation.		
	_ By		
Print Name	PRINT NAME	Title	
	_ ATTEST:		
Print Name	BY:PRINT NAME	Secretary	
(CORPORATE SEAL)			
STATE OF FLORIDA: COUNTY OF BROWARD:	5		
The foregoing instrument was ackn (Name), as Florida corporation, on behalf of the Co	owledged before me this	day of, 2016, by (CONTRACTOR), a	
SEAL	Notary Public, State of F	lorida	
SY	Name of Notary Typed, F	Printed or Stamped	
☐ Personally Known or ☐ Produ	ced Identification:		
Type of Identification Produced:			

#### **GENERAL CONDITIONS**

Unless otherwise modified in the projects special conditions, the following General Conditions shall be part of the Contract:

**GC - 01 - DEFINITIONS -** The following words and expressions, or pronouns used in their stead, shall wherever they appear in the Contract and the Contract Documents, be construed as follows:

"Addendum" or "Addenda" - shall mean the additional Contract provisions issued in writing, by the Engineer, prior to the receipt of bids.

"Bid" – shall mean the offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

"Bidder" – shall mean any person, firm, company, corporation or entity submitting a Bid for the Work.

"Bonds" –shall mean Bid, performance and payment bonds and other instruments of security, furnished by Contractor and his surety in accordance with the Contract Documents.

"City" – shall mean the City of Fort Lauderdale, Florida, a Florida municipal corporation. In the event the City exercises its regulatory authority as a government body, the exercise of such regulatory authority and the enforcement of any rules, regulations, codes, laws and ordinances shall be deemed to have occurred pursuant to City's authority as a governmental body and shall not be attributable in any manner to the City as a party to this Contract. For the purpose of this Contract, "City" without modification shall mean the City Commission, and/or City Manager or his/her designee(s) as applicable.

"Construction Manager" - shall mean the Public Works Director or his/her designee.

"Construction Project Manager" - shall mean the Public Works Director or his/her designee.

"Consultant" – shall mean a person, firm, company, corporation or other entity employed by the City to perform the professional services for the project.

"Contract Work" - shall mean everything expressed or implied to be required to be furnished and furnished by the Contractor by any one or more of the parts of the Contract Documents referred to in the Contract hereof except Extra Work as hereinafter defined, it being understood that, in case of any inconsistency in or between any part or parts of this Contract, the Public Works Director shall determine which shall prevail.

"Design Documents" – shall mean the construction plans and specifications included as part of a Bid/Proposal Solicitation prepared either by the City or by the Consultant under a separate Agreement with the City.

"Engineer" - shall mean the Public Works Director or his/her designee.

"Extra Work" - shall mean work other than that required by the Contract.

"Inspector" – shall mean an authorized representative of the City assigned to make necessary inspections of materials furnished by Contractor and of the Work performed by Contractor.

"Notice" - shall mean written notice sent by certified United States Mail, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or via fax or email, or by hand delivery with a request for a written receipt of acknowledgment of delivery and shall be served upon the Contractor either personally or to its place of business listed in the Bid.

"Owner" - shall mean the City of Fort Lauderdale.

"Project Manager" - shall mean the Public Works Director or his/her designee.

"Public Works Director" –shall mean the Public Works Director of the City of Fort Lauderdale, Florida or his/her designee(s).

"Site" - shall mean the area upon or in which the Contractor's operations are carried out and such other areas adjacent thereto as may be designated as such by the Public Works Director.

"Subcontractor" - shall mean any person, firm, company, corporation or other entity, other than employees of the Contractor, who or which contracts with the contractor, to furnish, or actually furnishes labor and materials, or labor and equipment, or labor, materials and equipment at the site.

"Surety" - shall mean any corporation or entity that executes, as Surety, the Contractor's performance and payment bond securing the performance of this Contract.

GC - 02 - SITE INVESTIGATION AND REPRESENTATION - The Contractor acknowledges that it has satisfied itself as to the nature and location of the Work under the Contract Documents, the general and local conditions of the Site, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads, the conformation and conditions at the ground based on City provided reports, the type of equipment and facilities needed preliminary to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.

The Contractor acknowledges that it has conducted extensive tests, examinations and investigations and represents and warrants a thorough familiarization with the nature and extent of the Contract Documents, the Work, locality, soil conditions, moisture conditions and all year-round local weather and climate conditions (past and present), and, in reliance on such tests, examination and investigations conducted by Contractor and the Contractor's experts, has determined that no conditions exist that would in any manner affect the Bid Price and that the project can be completed for the Bid Price submitted.

The Contractor, on its own, has made or caused to be made examinations, investigations, tests and studies of reports and related data in addition to those referred above, as Contractor deemed necessary to perform the Work at the Bid price set by the Contractor, within the contract time and in accordance with the other terms and conditions of the Contract Documents and the Bid made by the Contractor; and no additional examinations, investigations, tests, reports or similar data are, or will be, required by Contractor to assure that the Work can be done at the Bid price set by the Contractor.

The Contractor further acknowledges that it has satisfied itself based on any geotechnical reports the City may provide and inspection of the project Site as to the character, quality, and quantity of surface and subsurface materials to be encountered from inspecting the site and from evaluating information derived from exploratory work that may have been done by the City or included in the

Contract Documents and finds and has further determined that no conditions exist that would in any manner affect the Bid price and that the project can be completed for the Bid price submitted...

Any failure by the Contractor to acquaint itself with all the provided information and information obtained by visiting the project Site will not relieve Contractor from responsibility for properly estimating the difficulty or cost thereof under the Contract Documents. In the event that the actual subsurface conditions vary from the actual City provided reports, the Contractor shall notify the City and the Contract amount may be adjusted depending on the conditions, at the approval of the City.

- GC 03 SUBSTITUTIONS If the Contractor desires to use materials and/or products of manufacturer's names different from those specified in the Contract Documents, the Bidder requesting the substitution shall make written application as described herein. The burden of proving the equality of the proposed substitution rests on the Bidder making the request. To be acceptable, the proposed substitution shall meet or exceed all expressed requirements of the Contract Documents and shall be submitted upon the Contractor's letterhead, in addition to the "Contractor's Request for Substitution" form provided by the Public Works Director. The following requirements shall be met in order for the substitution to be considered:
  - Requests for substitution shall reach the Public Works Director no less than ten (10) Working Days prior to the date set for opening of Bids; and
  - 2. Requests for substitution shall be accompanied by such technical data, as the party making the request desires to submit. The Public Works Director will consider reports from reputable independent testing laboratories, verified experience records from previous users and other written information valid in the circumstances; and
  - 3. Requests for substitution shall completely and clearly indicate in what respects the materials and/or products differ from those indicated in the Contract Documents; and
  - 4. Requests for substitution shall be accompanied by the manufacturer's printed recommendations clearly describing the installation, use and care, as applicable, of the proposed substitutions; and
  - 5. Requests for substitution shall be accompanied by a complete schedule of changes in the Contract Documents, if any, which must be made to permit the use of the proposed substitution; and

If a proposed substitution is approved by the Public Works Director, an Addendum will be issued to prospective bidders not less than three (3) working days prior to the date set for opening of Bids. Unless substitutions are received and approved as described above, the successful Bidder shall be responsible for furnishing materials and products in strict accordance with the Contract Documents.

GC - 04 - CONTROL OF THE WORK - The Public Works Director shall have full control and direction of the Work in all respects. The Public Works Director and/or his authorized designee(s) shall, at all times, have the right to inspect the Work and materials. The Contractor shall furnish all reasonable facilities for obtaining such information, as the Public Works Director may desire respecting the quality of the Work and materials and the manner of conducting the Work. Should the Contractor be directed or permitted to perform night Work, or to vary the period which work is ordinarily carried on in the daytime, he shall give ample notice to the Public Works Director so that proper and adequate inspection may be provided. Such Work shall be done only under such regulations as are furnished in writing by the Public Works Director, and no extra compensation

shall be allowed to the Contractor therefore. In the event of night work, the Contractor shall furnish such light, satisfactory to the Public Works Director, as will insure proper inspection. Nothing herein contained shall relieve the Contractor from compliance with any and all City ordinances relating to noise or Work during prohibited hours.

The Contractor shall keep the Public Works Director informed, a reasonable time in advance, as to his need for grades and lines in order that the same may be furnished and all necessary measurements made for records and for payment with the minimum of inconvenience to the Public Works Director or of delay to the Contractor. The Contractor shall submit to the Public Works Director or Inspector on the job a written request outlining the streets, etc., for which the Contractor desires lines and grades. It is the intention not to delay the Work for the giving of lines and grades, but when necessary, work operations shall be suspended for such reasonable time as the Public Works Director may require for this purpose. However, such cost increases shall be authorized either by the City Manager and/or designee, or the City Commission based upon the purchasing threshold amounts provided for in Chapter 2 of the City of Fort Lauderdale's Code of Ordinances.

GC - 05 - SUBCONTRACTOR - The Contractor shall not sublet, in whole or any part of the Work without the written consent and approval of the Public Works Director. Within ten (10) days after official notification of starting date, the Contractor must submit in writing, to the Public Works Director, a list of all Subcontractors. No Work shall be done by any Subcontractor until such Subcontractor has been officially approved by the Public Works Director. A subcontractor not appearing on the original list will not be approved without written request submitted to the Public Works Director and approved by the Public Works Director. In all cases, the Contractor shall give his personal attention to the Work of the Subcontractors and the Subcontractor is liable to be discharged by the Contractor, at the direction of the Public Works Director, for neglect of duty, incompetence or misconduct.

Acceptance of any Subcontractor, other person, or organization by the Public Works Director shall not constitute a waiver of any right of Public Works Director to reject defective Work or Work not in conformance with the Contract Documents.

Contractor shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between City and any Subcontractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of City to pay or to see to the payment of any moneys due to any Subcontractor or other person, or organization, except as may otherwise be required by law.

GC – 06 - QUANTITIES - It is mutually agreed that the proposal shows the approximate amounts only along with the Plans and the general location. It is also mutually agreed that no change will be made involving any departure from the general scheme of the Work and that no such change involving a material change in cost, either to the City or Contractor, shall be made, except upon written permission of the City. However, the Public Works Director shall have the right to make minor alternations in the line, grade, plan, form or materials of the Work herein contemplated any time before the completion of the same. That if such alterations shall diminish the quantity of the Work to be done, such alterations shall not constitute a claim for damages or anticipated profits. That if such alterations increase the amount of the Work to be done, such increase shall be paid for according to the quantity actually performed and at the unit price or prices stipulated therefore in the Contract.

The City shall, in all cases of dispute, determine the amount or quantity of the several kinds of Work which are to be paid for under this Contract, and shall decide all questions relative to the execution of the same, and such estimates and decisions shall be final and binding.

Any Work not herein specified, which might be fairly implied as included in the Contract, of which the City shall judge, shall be done by the Contractor without extra charge. However, such cost increases shall be authorized either by the City Manager and/or designee, or the City Commission based upon the purchasing threshold amounts provided for in Chapter 2 of the City of Fort Lauderdale's Code of Ordinances.

- **GC-07 NO ORAL CHANGES** Except to the extent expressly set forth in the Contract, no change in or modification, termination or discharge of the Contract in any form whatsoever, shall be valid or enforceable unless it is in writing and signed by the parties charged, therewith or their duly authorized representative.
- **GC 08 PERMITS AND PROTECTION OF PUBLIC** Permits on file with the City and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Contract. A copy of all permits shall be given to the City and become part of the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.

The Contractor shall be required to observe all the ordinances in relation to obtaining permits for occupying, excavating, or in any way obstructing the streets and alleys. He shall erect and maintain barricades and sufficient safeguards around all excavations, embankments or obstructions; he shall place sufficient warning lights at or near the Work; keep the same burning from sunset to sunrise, employ watchmen, and strictly obey all laws and ordinances controlling or limiting those engaged in similar work.

Where there are telephones, light or power poles, water mains, conduits, pipes or drains or other construction, either public or private, in or on the streets or alleys, the Work shall be so conducted that no interruption or delay will be caused in the operation or use of the same. Proper written notice shall be given, and all the facilities, afforded the owners of such construction encountered or likely to be encountered, as will enable them to preserve the same from injury.

The Contractor shall not be permitted to interfere with public travel and convenience by grading or tearing up streets indiscriminately, but the Work of constructing the various items in this contract shall proceed in an orderly, systematic and progressive manner.

Contractor shall not load nor permit any part of any structure to be loaded with weights that will endanger the structure, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

Where lifting operations involving the use of specialized cranes are required as part of construction, Contractor must make undertake the following investigation and submit the results and documentation to the Engineer prior to commencing any lifting operations: marking a very specific area in the field for the placement of the crane; a drawing showing the limitations of the job operation (i.e. not over adjacent properties or pedestrian and high vehicular traffic areas); underground utility exploration in the vicinity of the crane location, which may include ground penetrating radar to identify voids or old pipe or other subsurface features that could lead to sudden failure; assessment of the underlying soil and roadway materials and a worst case analysis based on entire load being distributed on just one or two outriggers; provision of properly sized pads under the outriggers; loading charts from manufacturer showing allowable

configurations/loads; and inspection to make sure crane operation is in accordance with the permit conditions.

- GC 09 DISEASE REGULATIONS The Contractor shall enforce all sanitary regulations and take all precautions against infectious diseases as the Public Works Director may deem necessary. Should any infectious or contagious diseases occur among his employees, he shall arrange for the immediate removal of the employee from the Site and isolation of all persons connected with the Work.
- GC 10 CONTRACTOR TO CHECK PLANS, SPECIFICATIONS, AND DATA The Contractor shall verify all dimensions, quantities, and details shown on the plans, supplementary drawings, schedules, or other data received from the Public Works Director, and shall notify the Public Works Director of all errors, omissions, conflicts and discrepancies found therein within three (3) working days of discovery. Failure to discover or correct errors, conflictions, or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory Work, faulty construction, or improper operation resulting there from nor from rectifying such condition at his own expense.
- **GC 11 SUPPLEMENTARY DRAWINGS** When, in the opinion of the Public Works Director, it becomes necessary to explain more fully the Work to be done, or to illustrate the work further, or to show any changes which may be required, drawings, known as supplementary drawings, with specifications pertaining thereto, will be prepared by the Public Works Director and copies will be given to the Contractor.

The supplementary drawings shall be binding upon the Contractor with the same force as the original Plans. Where such supplementary drawings require either less or more than the estimated quantities of work, credit to the City or compensations therefore to the Contractor shall be subject to the terms of the Contract.

GC - 12 - MATERIALS AND WORKMANSHIP - All material and workmanship shall, in every respect, be in conformity with approved modern practice and with prevailing standards of performance and quality. In the event of dispute the Public Works Director's decision shall be final. Wherever the Plans, specifications, Contract Documents, or the directions of the Public Works Director are unclear as to what is permissible and/or fail to note the quality of any Work, that interpretation will be made by the Public Works Director, which is in accordance with approved modern practice, to meet the particular requirements of the Contract.

In all cases, new materials shall be used, unless this provision is waived by notice from the City in writing.

- GC 13 SAFEGUARDING MARKS The Contractor shall safeguard all points, stakes, grade marks, monuments, and bench marks made or established on the Work, bear the cost of reestablishing same if disturbed, or bear the entire expense of rectifying Work improperly installed due to not maintaining or protecting or for removing without authorization, such established points, stakes and marks. The Contractor shall safeguard all existing and known property corners, monuments and marks not related to the Work and, if required, shall bear the cost of having them re-established by a licensed surveyor if disturbed or destroyed during the course of construction.
- **GC 14 EXISTING UTILITY SERVICE** All existing utility service shall be maintained with a minimum of interruption at the expense of the Contractor.
- **GC 15 JOB DESCRIPTION SIGNS** Contractor, at Contractor's expense, shall furnish, erect, and maintain suitable weatherproof signs on jobs over \$100,000 containing the following information:

- 1. City Seal (in colors)
- 2. Project or Improvement Number
- 3. Job Description
- 4. Estimated Cost
- 5. Completion Date

Minimum size of sign shall be four feet high, eight feet wide and shall be suitably anchored. The entire sign shall be painted and present a pleasing appearance. Exact location of signs will be determined in the field. Two (2) signs will be required, one at each end of the job. All costs of this work shall be included in other parts of the work.

**GC - 16 - FLORIDA EAST COAST RIGHT-OF-WAY** - Whenever a City contractor is constructing within the Florida East Coast Railway Company's Right-of-Way, it will be mandatory that the contractor carry separate bodily injury and property damage insurance in the amounts as stated below. This insurance shall be taken out and maintained during the life of the Contract.

Bodily injury insurance in an amount not less than \$500,000.00 for injuries, including wrongful death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of any one occurrence, and

Property damage insurance in an amount not less than \$500,000.00 for damages on account of any one occurrence and in an amount not less than \$1,000,000.00 for damages on account of all occurrences.

**GC - 17 - ACCIDENTS** - The Contractor shall provide such equipment and facilities as are necessary and/or required, in the case of accidents, for first aide services to be provided to a person who may be injured during the project duration. The Contractor shall also comply with the OSHA requirements as defined in the United States Labor Code 29 CFR 1926.50.

In addition, the Contractor must report immediately to the Public Works Director every accident to persons or damage to property, and shall furnish in writing full information, including testimony of witnesses regarding any and all accidents.

GC - 18 - SAFETY PRECAUTIONS - Contractor must adhere to the applicable environmental protection guidelines for the duration of a project. If hazardous waste materials are used, detected or generated at any time, the Project Manager must be immediately notified of each and every occurrence. The Contractor shall comply with all codes, ordinances, rules, orders and other legal requirements of public authorities (including OSHA, EPA, DERM, the City, Broward County, State of Florida, and Florida Building Code), which bear on the performance of the Work.

The Contractor shall take the responsibility to ensure that all Work is performed using adequate safeguards, including but not limited to: proper safe rigging, safety nets, fencing, scaffolding, barricades, chain link fencing, railings, barricades, steel plates, safety lights, and ladders that are necessary for the protection of its employees, as well as the public and City employees. All riggings and scaffolding shall be constructed with good sound materials, of adequate dimensions for their intended use, and substantially braced, tied or secured to ensure absolute safety for those required to use it, as well as those in the vicinity. All riggings, scaffolding, platforms, equipment guards, trenching, shoring, ladders and similar actions or equipment shall be OSHA approved, as applicable, and in accordance with all Federal, State and local regulations.

**GC - 19 - DUST PREVENTION** - The Contractor shall, by means of a water spray, or temporary asphalt pavement, take all necessary precautions to prevent or abate a dust nuisance arising from dry weather or Work in an incomplete stage. All costs of this Work shall be included in cost of other parts of the Work.

Should the Contractor fail to abate a dust nuisance by the above methods, and then he will be required to immediately construct temporary patches per City standards.

- GC 20 PLACING BARRICADES AND WARNING LIGHTS The Contractor shall furnish and place, at his own expense, all barricades, warning lights, automatic blinker lights and such devices necessary to properly protect the work and vehicular and pedestrian traffic. Should the Contractor fail to erect or maintain such barricades, warning lights, etc., the Public Works Director may, after 24 hours' notice to the Contractor, proceed to have such barricades and warning lights placed and maintained by City or other forces and all costs incurred thereof charged to the Contractor and may be retained by the City from any monies due, or to become due, to the Contractor.
- GC 21 TRAFFIC CONTROL The Contractor shall coordinate all Work and obtain, through the Engineering Department, any permits required to detour traffic or close any street before starting to work in the road. The following section: Part VI Traffic Controls for Street and Highway Construction and Maintenance Operations, MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, U.S. Department of Transportation Federal Highway Administration, 2009, or current edition, shall be used as a guide for requirement and placement of traffic control devices, signs and barricades. The Public Works Director shall determine requirements for the above. The above publication is available from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. In the event that a Maintenance of Traffic (MOT) Plan is required, the Plan shall be prepared by an A.A.S.T.A. certified technician.

All traffic control devices, flashing lights, signs and barricades shall be maintained in working condition at all times.

**GC - 22 - COORDINATION** - The Contractor shall notify all utilities, transportation department, etc., in writing, with a copy to the Public Works Director before construction is started and shall coordinate his Work with them. The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal, construction and rearrangement operations in order that services rendered by these parties will not be unnecessarily interrupted.

The Contractor shall arrange his Work and dispose of his materials so as to not interfere with the operation of other Contractors engaged upon adjacent work and to join his Work to that of others in a proper manner and to perform his Work in the proper sequence in relation to that of other Contractors all as may be directed by the Public Works Director.

Each Contractor shall be responsible for any damage done by him or his agents to the work performed by another Contractor.

The Contractor shall contact the Broward County Transportation Department and the Florida Department of Transportation, as applicable, to verify and obtain location of any and all traffic conduits, loops, and street light underground services.

**GC - 23 - WATER** - Bulk water used for construction, flushing pipelines, and testing shall be obtained from fire hydrants. Contractor shall make payment for hydrant meter at Treasury Billing

Office, 1st Floor, City Hall, 100 N. Andrews Avenue. With the paid receipt, contractor can pick up hydrant meter at the utility location office. No connection shall be made to a fire hydrant without a meter connected.

- GC 24 PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES Subject to Odebrecht Construction, Inc., v. Prasad, 876 F.Supp.2d 1305 (S.D. Fla. 2012), Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2016), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2016), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2016), as may be amended or revised.
- GC 25 LOCATION OF UNDERGROUND FACILITIES If the Proposer, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Proposer shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.
- GC 26 USE OF FLORIDA LUMBER TIMBER AND OTHER FOREST PRODUCTS In accordance with Florida Statute 255.20 (3), The City specifies that lumber, timber, and other forest products used for this project shall be produced and manufactured in the state of Florida if such products are available and their price, fitness, and quality are equal. This requirement does not apply to plywood specified for monolithic concrete forms, if the structural or service requirements for timber for a particular job cannot be supplied by native species, or if the construction is financed in whole or in part from federal funds with the requirement that there be no restrictions as to species or place of manufacture.

The Bidder affirms by submitting a bid response to this solicitation that they will comply with section 255.20 (3) Florida Statutes.

GC – 27 – PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT: The Proposer's response to the Solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this Solicitation and the Contract to be executed for this Solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the Solicitation purporting to require confidentiality of any portion of the Proposer's response to the Solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the Solicitation constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Telephone Number: (954) 828-5002

Mailing Address: City Clerk's Office

100 N. Andrews Avenue Fort Lauderdale, FL 33301

E-mail: <u>prrcontract@fortlauderdale.gov</u>

### SECTION 011000 SUMMARY

### **PART 1 - GENERAL**

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

### 1.2 SUMMARY

- A. Section Includes:
  - 1. Project information.
  - 2. Work covered by Contract Documents.
  - 3. Owner-furnished products.
  - 4. Access to site.
  - 5. Coordination with occupants.
  - 6. Work restrictions.
  - 7. Specification and Drawing conventions.
  - 8. Miscellaneous provisions.

### B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

#### 1.3 PROJECT INFORMATION

- A. Project Identification: P10914 FIRE STATION 54 REPLACEMENT BUILDING.
  - 1. Project Location: 3211 NE 32<sup>nd</sup> Street
- B. Owner: City of Fort Lauderdale.
  - 1. Owner's Representative: Luisa Fernanda Arbelaez, PE, PMP, Project Manager, Phone 954-828-5651.
- C. Architect: PGAL, Phone 561-988-4002.
- D. Architect's Consultants: Architect has retained the following design professionals who have prepared designated portions of the Contract Documents:
  - 1. Civil Engineer: Cordova Rodriguez & Associates, Phone 954-880-0180.
  - 2. Landscape Architect: Curtis & Rogers Design Studio, Phone 305-442-1714

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- 3. Structural Engineer: Johnson Structural Group, Phone 561-982-8999
- 4. Mechanical, Electrical, Plumbing Engineer: Hammond & Assoc., Phone 954-327-7111

### 1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:
  - 2-Story, 10,064 sf fire station building with low-slope (flat) roof, steel roof structure, CMU walls, concrete elevated floor slab, steel floor framing, concrete ground floor slab and a pile/grade beam foundation. Mixed occupancy including Groups R-2, S-2 and B. Construction Type II B, Fully Sprinklered building contains a 2-bay apparatus room, 7-bunk residential area, bathing facilities, commercial cooking facilities, business area, front drive with concrete aprons, parking for 14 cars including parking for the physically disabled, lighting irrigation, landscape improvements, sidewalk and accessible paths for the physically disabled.
  - 2. The building includes, but is not limited to auger cast concrete pilings, concrete grade beams and pile caps, reinforced concrete slabs, steel columns and beams, steel roof joists, lightweight insulating concrete roof, single-ply TPO roofing membrane, applied aluminum canopies at doors, sealants, building insulation, hollow metal doors and frames, impact resistant glazed aluminum storefront doors and windows, steel studs and gypsum wallboard, exterior and interior stucco and plaster, ceramic tile flooring, ceramic tile walls and base, sheet vinyl flooring, interior and exterior painting and caulking, toilet accessories, miscellaneous specialty items, fire sprinkler system, mechanical cooling and ventilating systems, plumbing fixtures and piping, electrical power and lighting systems including a standby generating system and hydraulic passenger elevator.
  - 3. Site work includes, but is not limited to, clearing and grubbing, demolition or relocation of the utilities, grading, sodding, installation of irrigation system, landscaping, site demolition, natural gas piping, storm water system, sanitary sewer system, fire protection and domestic water piping and connections, asphalt and structural concrete paving, concrete walks and site lighting and signalization
  - 4. Right of Way work includes, but is not limited to demolition of existing center median in roadway to allow fire engine access, reconfigured on-street parking and landscape areas, utility modifications and other Work indicated in the Contract Documents.
  - 5. Project is designed to achieve certification with the Florida Green Building Coalition.

### B. Type of Contract:

1. Project will be constructed under a single prime contract.

### 1.5 OWNER-FURNISHED PRODUCTS

A. Owner will furnish products indicated. The Work includes receiving, unloading, handling, storing, protecting, and installing Owner-furnished products.

### B. Owner-Furnished Products:

- 1. Kitchen appliances:
  - a. Gas fired range
  - b. (2) Refrigerators
  - c. (2) Ice machines
  - d. Dishwasher
  - e. Garbage disposal unit
- 2. Laundry equipment:
  - a. Washer
  - b. Dryer.
- 3. Information Technology components:
  - a. Structured cabling and CATV outlets
  - b. Rack infrastructure, cable management, and ladder raceway in Telecommunications Room
  - c. Networking and telephone equipment
  - d. Card access systems and associated cabling
  - e. Door intercom system and associated cabling
  - f. Security camera and associated cabling
  - g. Television equipment
  - h. Fire Alerting systems and components

### 1.6 ACCESS TO SITE

- A. General: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
- B. Use of Site: Limit use of Project site to Work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

### 1.7 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
  - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Except in connection with the safety or protection of persons, or the work, or property at the site or adjacent thereto, and except as otherwise indicated

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in the Supplementary Conditions, all work at the site shall be performed during regular working hours between 8:00 am to 5:00 pm, Monday through Friday. The Contractor will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday (designated by the City of Fort Lauderdale) without the Project Manager's written consent at least seventy two (72) hours in advance of starting such work.

- 1. If the Project Manager permits overtime work, the Contractor shall pay for the additional charges to the City with respect to such overtime work. Such additional charges shall be a subsidiary obligation of the Contractor and no extra payment shall be made to the Contractor for overtime work. It shall be noted that the City's Inspector work hours are from 8:00 am to 4:30 pm and any work requiring inspection oversight being performed outside of this timeframe shall be paid for by the Contractor as Inspector overtime. The cost to the Contractor to reimburse the City for overtime inspection is established at direct-labor and overtime costs for each person or inspector required. Incidental overtime costs for engineering, testing and other related services will also be charged to the Contractor at the actual rate accrued.
- 2. Weekend Hours: Saturdays 8:00 am to 5:00 PM, and Sundays 10:00 am to 5:00 pm. Requires prior authorization from the City's Project Manager, Contractor shall provide not less than seventy two (72) hours in advance of starting such work.
- 3. Hours for Utility Shutdowns: Provide not less than 72 hours' notice to City of Fort Lauderdale of activities that will affect utilities.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
  - 1. Notify Architect and Owner not less than two days in advance of proposed utility interruptions.
  - 2. Obtain the City of Fort Lauderdale's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to neighbors.
  - 1. Notify Architect and Owner not less than two days in advance of proposed disruptive operations.
  - 2. Obtain City of Fort Lauderdale's written permission before proceeding with disruptive operations.
- E. <u>Nonsmoking Building</u>: Smoking is not permitted within the building or within 25 feet of entrances, operable windows, or outdoor-air intakes.
- F. Restricted Substances: Use of tobacco products and other controlled substances on Project site is not permitted.

### 1.8 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
  - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  - 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.

### 1.9 MISCELLANEOUS PROVISIONS

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 011000** 

### SECTION 011200 CONTRACTOR SPECIAL CONDITIONS

### **PART 1 - GENERAL**

#### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SPECIAL CONDITIONS

- A. Project work includes work in the public right-of-way. Contractor shall coordinate all elements of the work, to assure minimal impact of neighborhood. Interruption of service or access for the operation of the adjacent business and neighborhood is not permitted.
- B. General Contractor shall develop a Phasing/Staging plan and Stormwater Pollution Presentation Plan (SWPP) and related schedule to be submitted to the City of Fort Lauderdale for final approval before beginning work.
- C. All work along the property lines shall be coordinated with adjacent property owners by the contractor. Contractor is responsible for the repair of any adverse damage to the adjacent property.
- D. Contractor to be responsible for all fines levied by failure to meet these requirements.
- E. Contractor is responsible for the demolition and/or relocation of existing utilities and structures as necessary for the performance of the Work.
- F. Contractor to prepare site survey prior to construction and provide As-Built survey after construction is completed.
- G. Contractor is responsible for locating parking for construction crews for this project. If on-site parking cannot be accommodated, contractor shall find alternative parking and transportation of crews at their own expense.

### PART 2 - PRODUCTS (Not Used)

### SECTION 012500 SUBSTITUTION PROCEDURES (During Construction)

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

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Sections:
  - Division 01 Section "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.
  - 2. Division 01 forms: 012600 PROP-REQ form, 012600 REQSUBST form, 012600 SUPPL-INSTR, and 012600 RFI form.
  - 3. Divisions 02 through 33 Sections for specific requirements and limitations for substitutions.

### 1.3 **DEFINITIONS**

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
  - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
  - 2. Substitutions for Convenience: Changes proposed by Contractor or City that are not required in order to meet other Project requirements but may offer advantage to Contractor or City.

### 1.4 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Substitution Request Form: Use facsimile of form provided in the Project Manual.
  - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.

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b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by City and separate contractors that will be necessary to accommodate proposed substitution.

- c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
- d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
- e. Samples, where applicable or requested.
- f. Certificates and qualification data, where applicable or requested.
- g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
- h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
- i. Research reports evidencing compliance with Florida Building Code in effect for Project.
- j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
- k. Cost information, including a proposal of change, if any, in the Contract Sum.
- I. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
- m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
- Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
  - a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
  - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

### 1.5 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

### 1.6 PROCEDURES

A. Coordination: Modify or adjust affected work as necessary to integrate work of the approved substitutions.

### **PART 2 - PRODUCTS**

### 2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
  - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - b. Requested substitution provides sustainable design characteristics that specified product provided for compliance with Florida Green Building Coalition requirements.
    - c. Substitution request is fully documented and properly submitted.
    - d. Requested substitution will not adversely affect Contractor's construction schedule.
    - e. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - f. Requested substitution is compatible with other portions of the Work.
    - g. Requested substitution has been coordinated with other portions of the Work.
    - h. Requested substitution provides specified warranty.
    - i. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Not allowed, unless otherwise indicated.

### PART 3 - EXECUTION (Not Used)

**END OF SECTION 012500** 

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# SECTION 012600 CONTRACT MODIFICATION PROCEDURES

### **PART 1 - GENERAL**

#### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

### 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections include the following:
  - 1. Division 01 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.
  - 2. Division 01 forms: 012600 PROP-REQ form, 012600 REQSUBST form, 012600 SUPPL-INSTR, and 012600 RFI form.

### 1.3 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on form included following the end of Part 3.

### 1.4 REQUESTS FOR INFORMATION

A. If latent or unforeseen conditions arise that may require changes in the Work, the Contractor may submit a Request for Information to Architect on the form included following the end of Part 3.

### 1.5 PROPOSAL REQUESTS

- A. City-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
  - 2. Within time specified in Proposal Request or 10 days, when not otherwise specified after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.

- d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- e. Quotation Form: Use forms provided by City are included in the Project Manual.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
  - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
  - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  - 4. Include costs of labor and supervision directly attributable to the change.
  - 5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
  - 6. Comply with requirements in Division 01 Section "Substitution Procedures" if the proposed change requires substitution of one product or system specified.
  - 7. Proposal Request Form: Use forms provided by City are included in the Project Manual.

### 1.6 ADMINISTRATIVE CHANGE ORDERS

- A. Allowance Adjustment: Refer to Division 01 Section "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.
- B. Unit Price Adjustment: Refer to Division 01 Section "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit price work.

### 1.7 CHANGE ORDER PROCEDURES

A. On City's approval of a Proposal Request, Architect will issue a Change Order for signature of the Contractor on City's standard form. The Change Order will not be official until approved by the appropriate City Officials and signed by the City Engineer, City Manager and/or Mayor. Contractor shall perform no work without written authorization from the City of Fort Lauderdale.

### 1.8 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction/Work Change Directive: Architect may issue a Construction/Work Change Directive on form included in Project Manual. Construction/Work Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  - 1. Construction/Work Change Directive contains a complete description of change in

Bid 273-11865

FIRE STATION 54 PROJECT 10914

Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction/Work Change Directive.
  - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 012600** 

## PROPOSAL REQUEST

## CITY OF FORT LAUDERDALE

CITY PROJECT NO: #P10914			REQUEST NO:	
		derdale ion for changes in the C		
the proposed	modifications to the	e Contract Documents d	escribed herein.	
THIS IS NO DESCRIBE		RDER NOR A DIREC	TION TO PROCEE	ED WITH THE WORK
DESCRIPTION	ON:			
ATTACHMI	ENTS:			
ARCHITEC	Γ:			
FAXED TO:	<ul><li>( ) Contractor</li><li>( ) Site Office</li></ul>		CC	Inspection Project Architect Main File
	<ul><li>( ) Eng. Insp.</li><li>( ) Architect</li></ul>	(954) 828-5074		CAM 17-0531
				UAIVI 17-0001

## **CITY OF FORT LAUDERDALE**

## **SUBSTITUTION REQUEST FORM**

Project No.: <b>P10914</b>		F	Project Name: Fire Station No. 54			
SP	ECIFIED ITEM:					
	Section Page	Paragraph	Description			
The	e undersigned General Cont	ractor requests considerati	tion of the following:			
PR	OPOSED SUBSTITUTION:					
			as indicated in required Specification Section and any n as requested by the Architect.)			
	e undersigned General Con odified on attachments, are c		chitect and Owner that the following paragraphs, unless			
1.	The Proposed Substitution	does not affect dimension	shown on Drawings.			
2.	The cost reduction/increase indicated in item 5 below includes costs for changes to the building design, including engineering, design, detailing and construction costs caused by the requested substitution. Any additional cost resulting from this substitution will be reimbursed from the cost savings in item 5 or, in its absence, funded as a project cost.					
3.	The Proposed Substitutio specified warranty requirer		affect on other trades, the construction schedule, or			
4.	Maintenance and service p	earts will be locally available	e for the Proposed Substitution.			
Pro		ivalent or superior to the Sp	tect and Owner that the function and quality of the specified Item. The General Contractor further warrants			
5.	Total Cost Savings/Increas	se to the Owner: \$				
Ma	nufacturer's Certification of E	Equal Quality:				
I, _ hei are	reby certify and warrant to the equivalent or superior to the	ne Architect and Owner tha	ne manufacturer of the Proposed Substitution item and at the function and quality of the Proposed Substitution			
Ma	anufacturer's Representative		Company:			
AC	CEPTANCES:					
1.	General Contractor					
			Date:			
2.	Architect/Engineer	r	Data			
		L	Date:			

## REQUEST FOR INFORMATION

### CITY OF FORT LAUDERDALE

CITY PROJECT NO: # <b>P10914</b>	REQUEST NO:
PROJECT: Fire Station No. 54 OWNER: City of Fort Lauderdale TO: SUBJECT:	DATE: CONTRACTOR: CONTRACT DATED:
REQUEST:	
ATTACHMENTS:	
Signed:	
Title: REPLY:	
KEPLI:	
ATTACHMENTS:	
Signed: Title:	
Date:	
FAXED TO: ( ) Contractor	
<ul><li>( ) Site Office</li><li>( ) Eng. Insp. (954) 828-5074</li></ul>	
( ) Eng. Insp. (954) 828-5074 ( ) Architect	
CC: Project Inspector	
Project Architect Main File	

### SUPPLEMENTAL INSTRUCTIONS FOR MINOR CHANGES

### CITY OF FORT LAUDERDALE

CITY PROJECT NO: #P10914	INSTRUCTION NO:
PROJECT: Fire Station No. 54	DATE:
OWNER: City of Fort Lauderdale	CONTRACTOR:
TO:	CONTRACT DATED:
accordance with the Contract Documents without proceeding in accordance with these instructions	h the following supplemental instructions issued in at change in Contract Sum or Contract Time. Prior to s, indicate your acceptance of these instructions for a Contract Documents and return a copy to the City.
DESCRIPTION:	
ATTACHMENTS:	
A DOLLITECT.	
ARCHITECT:	CC Inspection

(954) 828-5074

Project Architect

Main File

FAXED TO: (x) Contractor

(x) Site Office

(x) Eng. Insp.

(x) Architect

# SECTION 012900 PAYMENT PROCEDURES

### **PART 1 - GENERAL**

#### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

### 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
  - 1. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
  - 2. Division 01 Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.
  - 3. Division 01 sustainable design requirements Section for administrative requirements governing submittal of cost breakdown information required for Florida Green Building Coalition documentation.

### 1.3 **DEFINITIONS**

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

### 1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
  - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
    - a. City's Form Periodic Estimate for Partial Payment.
    - b. Submittals Schedule.
    - c. Contractor's Construction Schedule.
  - 2. Submit the Schedule of Values to City Representative at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification

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### Section.

1. Identification: Include the following Project identification on the Schedule of Values:

- a. Project name and location.
- b. Project Number
- c. Contractor's name and address.
- d. Date of submittal.
- 2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
  - a. Related Specification Section or Division.
  - b. Description of the Work.
  - c. Name of subcontractor.
  - d. Name of manufacturer or fabricator.
  - e. Name of supplier.
  - f. Change Orders (numbers) that affect value.
  - g. Dollar value.
    - 1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
- 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate. Include separate line items under required principal subcontracts for operation and maintenance manuals, punch list activities, Project Record Documents, and demonstration and training in the amount of 5 percent of the Contract Sum.
  - Include separate line items under Contractor and principal subcontracts for LEED documentation and other Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
- 4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
- 5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
  - a. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
- 6. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
  - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as General Conditions expense, at Contractor's option.
- 7. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

### 1.5 APPLICATIONS FOR PAYMENT

A. The General Contractor must meet with the City Representative on or about the 25th of each month. The City Representative will go over the pay items and agree on the quantities and the dollar amounts of the work completed during the month. A copy of the agreed amounts will be signed by the parties and a copy will be left with each representative.

- B. The General Contractor will make up a partial pay request using the City-supplied forms and submit the request to the City Representative before the first of the upcoming month.
- C. Each pay request must be accompanied by a partial release of lien by the General Contractor and by all Subcontractors, suppliers, and for all labor, as outlined below.
  - 1. Starting with the second (2nd) pay request and for each and every pay request thereafter, the General Contractor shall submit partial release of liens from all Subcontractors, suppliers, and laborers covering the preceding month's request (SEE FOLLOWING EXAMPLE).
  - 2. EXAMPLE: In the first (1st) pay request, payment is requested by General Contractor for the asbestos contractor and the electrician. The General Contractor must attach his partial release of lien.
  - 3. For the second (2nd) pay request, the General Contractor must attach his partial release of lien from the asbestos contractor and the electrician for the amounts billed in the 1st pay request; i.e., the General Contractor will be running one (1) month behind with the releases from the Subcontractors, suppliers, etc., until the final pay request.
- D. For the final pay request, the General Contractor will be required to submit FINAL release of liens for ALL Subcontractors, suppliers, etc., and for ALL labor BEFORE FINAL PAYMENT WILL BE MADE.
- E. No partial payments, after the first payment, will be made until all partial release of liens are submitted for the preceding month's billing, as described
- F. Each Application for Payment shall be consistent with previous applications and payments as certified by and paid for by City.
- G. Payment Application Forms: Use City Form "PERIODIC ESTIMATE FOR PARTIAL PAYMENT" as form for Applications for Payment.
  - 1. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. City will return incomplete applications without action.
  - 2. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
  - 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- H. Release of Lien: With each Application for Payment, submit release of lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
  - 1. Submit partial release of lien on each item for amount requested in previous application, after deduction for retainage, on each item.

- 2. When an application shows completion of an item, submit final release of lien.
- 3. City reserves the right to designate which entities involved in the Work must submit release of lien forms.
- I. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
  - 1. List of subcontractors.
  - 2. Schedule of values.
  - 3. Contractor's construction schedule (preliminary if not final).
  - 4. Products list (preliminary if not final).
  - 5. Sustainable design action plans, including preliminary project materials cost data.
  - 6. Schedule of unit prices.
  - 7. Submittal schedule (preliminary if not final).
  - 8. List of Contractor's staff assignments.
  - 9. List of Contractor's principal consultants.
  - 10. Copies of building permits.
  - 11. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  - 12. Initial progress report.
  - 13. Report of preconstruction conference.
  - 14. Certificates of insurance and insurance policies.
  - 15. Performance and payment bonds.
  - 16. Data needed to acquire City's insurance.
  - 17. Initial settlement survey and damage report if required.
- J. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
  - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  - 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- K. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
  - 1. Evidence of completion of Project closeout requirements.
  - 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  - 3. Updated final statement, accounting for final changes to the Contract Sum.
  - Evidence that claims have been settled.
  - 5. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when City took possession of and assumed responsibility for corresponding elements of the Work.
  - 6. Final, liquidated damages settlement statement.

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PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 012900** 

# SECTION 013100 PROJECT MANAGEMENT AND COORDINATION

### **PART 1 - GENERAL**

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

### 1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General coordination procedures.
  - 2. Coordination drawings.
  - 3. RFIs.
  - 4. Digital project management procedures.
  - 5. Project meetings.

### B. Related Requirements:

- 1. Division 01 Section "Special Conditions" for a description of the special conditions for coordination activities not in this Section.
- 2. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
- 3. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.
- 4. Division 01 Section "General Commissioning Requirements" for coordinating the Work with Owner's Commissioning Authority.

### 1.3 **DEFINITIONS**

- A. BIM: Building Information Modeling.
- B. RFI: Request for Information. Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

### 1.4 INFORMATIONAL SUBMITTALS

A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

- 1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
- 2. Number and title of related Specification Section(s) covered by subcontract.
- 3. Drawing number and detail references, as appropriate, covered by subcontract.
- B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.
  - 1. Post copies of list in project meeting room, in temporary field office, in web-based Project software directory, and in prominent location in built facility. Keep list current at all times.

#### 1.5 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
  - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of Contractor's construction schedule.
  - 2. Preparation of the schedule of values.
  - 3. Installation and removal of temporary facilities and controls.
  - 4. Delivery and processing of submittals.
  - 5. Progress meetings.
  - 6. Preinstallation conferences.
  - 7. Project closeout activities.
  - 8. Startup and adjustment of systems.

### 1.6 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely indicated on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
  - 1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
    - a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
    - b. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
    - c. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
    - d. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
    - e. Indicate required installation sequences.
    - f. Indicate dimensions shown on Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternative sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
- B. Coordination Drawing Organization: Organize coordination drawings as follows:
  - 1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
  - Plenum Space: Indicate subframing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within plenums to accommodate layout of light fixtures and other components indicated on Drawings. Indicate areas of conflict between light fixtures and other components.
  - Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
  - 4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
  - 5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
  - 6. Mechanical and Plumbing Work: Show the following:

- a. Sizes and bottom elevations of ductwork, piping, and conduit runs, including insulation, bracing, flanges, and support systems.
- b. Dimensions of major components, such as dampers, valves, diffusers, access doors, cleanouts and electrical distribution equipment.
- Fire-rated enclosures around ductwork.
- 7. Electrical Work: Show the following:
  - a. Runs of vertical and horizontal conduit 1-1/4 inches in diameter and larger.
  - b. Light fixture, exit light, emergency battery pack, smoke detector, and other fire-alarm locations.
  - c. Panel board, switch board, switchgear, transformer, busway, generator, and motor-control center locations.
  - d. Location of pull boxes and junction boxes, dimensioned from column center lines.
- 8. Fire-Protection System: Show the following:
  - a. Locations of standpipes, mains piping, branch lines, pipe drops, and sprinkler heads.
- 9. Review: Architect will review coordination drawings to confirm that in general the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect will so inform Contractor, who shall make suitable modifications and resubmit.
- 10. Coordination Drawing Prints: Prepare coordination drawing prints according to requirements in Section 013300 "Submittal Procedures."
- C. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:
  - 1. File Preparation Format: Same digital data software program, version, and operating system as original Drawings.
  - 2. File Preparation Format: DWG, Version 2016, operating in Microsoft Windows operating system.
  - 3. File Submittal Format: Submit or post coordination drawing files using PDF format.
  - 4. Architect will furnish Contractor one set of digital data files of Drawings for use in preparing coordination digital data files.
    - a. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Drawings.
    - b. Digital Data Software Program: Drawings are available in AutoCAD 2016.
    - c. Contractor shall execute a data licensing agreement in the form of AIA Document C106 Agreement included in this Project Manual or Agreement form acceptable to Owner and Architect.

### 1.7 REQUEST FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
  - 1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.
  - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
  - 1. Project name.
  - 2. City Project number.
  - Date.
  - 4. Name of Contractor.
  - 5. Name of Architect.
  - 6. RFI number, numbered sequentially.
  - 7. RFI subject.
  - 8. Specification Section number and title and related paragraphs, as appropriate.
  - 9. Drawing number and detail references, as appropriate.
  - 10. Field dimensions and conditions, as appropriate.
  - 11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  - 12. Contractor's signature.
  - 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
    - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: Form with substantially the same content as indicated above, acceptable to Architect.
  - 1. Attachments shall be electronic files in PDF format.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
  - 1. The following Contractor-generated RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for approval of Contractor's means and methods.
    - d. Requests for coordination information already indicated in the Contract Documents.

- Requests for adjustments in the Contract Time or the Contract Sum. e.
- Requests for interpretation of Architect's actions on submittals. f.
- Incomplete RFIs or inaccurately prepared RFIs. g.
- Architect's action may include a request for additional information, in which case 2. Architect's time for response will date from time of receipt by Architect of additional information.
- 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
  - If Contractor believes the RFI response warrants change in the Contract a. Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log bi-weekly.
  - 1. Project name.
  - Name and address of Contractor. 2.
  - 3. Name and address of Architect.
  - 4. RFI number including RFIs that were returned without action or withdrawn.
  - RFI description. 5.
  - Date the RFI was submitted. 6.
  - 7. Date Architect's response was received.
  - Identification of related Minor Change in the Work, Construction Change 8. Directive, and Proposal Request, as appropriate.
- On receipt of Architect's action, update the RFI log and immediately distribute the RFI F. response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.

#### 1.8 DIGITAL PROJECT MANAGEMENT PROCEDURES

- Use of Architect's Digital Data Files: Digital data files of Architect's CAD drawings will Α. be provided by Architect for Contractor's use during construction.
  - 1. Digital data files may be used by Contractor in preparing coordination drawings, Shop Drawings, and Project record Drawings.
  - Architect makes no representations as to the accuracy or completeness of digital 2. data files as they relate to Contract Drawings.
  - 3. Digital Drawing Software Program: Contract Drawings are available in AutoCAD 2016.
  - 4. Contractor shall execute a data licensing agreement in the form of Agreement form acceptable to Owner and Architect.
    - Subcontractors, and other parties granted access by Contractor to a. Architect's digital data files shall execute a data licensing agreement in the form of Agreement form acceptable to Owner and Architect.

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- B. PDF Document Preparation: Where PDFs are required to be submitted to Architect, prepare as follows:
  - 1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
  - 2. Name file with submittal number or other unique identifier, including revision identifier.
  - 3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.

### 1.9 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
  - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times a minimum of 10 working days prior to meeting.
  - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  - 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within 2 days of the meeting.
- B. Initialization Meeting: Approximately one week prior to the Preconstruction Conference, the Contractor, the Architect and the City's Representative shall meet. The purpose of the meeting will be to quantify and clarify all items that must be presented by the Contractor at the Pre-construction Conference. The Contractor shall submit a schedule of values for the Project at this meeting for review by the City. The City's comments will be presented to the Contractor at the Pre-construction Conference.
- C. Preconstruction Conference: After the contract has been awarded, executed and a tentative work schedule has been composed, and prior to the start of the work, the Contractor, the Architect, the City's Representative, and other persons and/or governmental agencies that are involved shall meet. The minimum agenda is to include but is not limited to the following:
  - 1. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Distribute and discuss list of major Subcontractors
    - b. Tentative construction schedule
    - c. Phasing
    - d. Critical work sequencing and long-lead items
    - e. Designation of key personnel and their duties
    - f. Procedures for processing field decisions and Change Orders
    - g. Procedures for RFIs
    - h. Procedures for testing and inspecting

- Adequacy of distribution of contract documents
- Submittal of Shop drawings, project data and samples j.
- Florida Green Building Coalition requirements k.
- Procedures for maintaining Record documents I.
- Use of premises m.
- Protection of existing construction including landscape materials n.
- Work restrictions Ο.
- Responsibility for temporary facilities and controls p.
- Procedures for disruptions and shutdowns q.
- Major equipment deliveries and priorities r.
- Construction waste management and recycling s.
- t. Parking availability
- Office, work and storage areas u.
- Working hours ٧.
- Safety and first-aid procedures W.
- Security procedures Χ.
- Housekeeping procedures including progress cleaning у.
- Schedule of values Z.
- Processing for payments or contract.
- 2. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- D. Sustainable Design Requirements Coordination Conference: City will schedule and conduct a sustainable design coordination conference before starting construction, at a time convenient to City, Architect, Consultants and Contractor.
  - Attendees: Authorized representatives of the City, City's Commissioning 1. Authority, Architect, and their consultants; Contractor and its superintendent and sustainable design coordinator; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 2. Agenda: Discuss items of significance that could affect meeting sustainable design requirements, including the following:
    - Sustainable design Project checklist. a.
    - General requirements for sustainable design-related procurement and b. documentation.
    - Project closeout requirements and sustainable design certification C. procedures.
    - Role of sustainable design coordinator. d.
    - Construction waste management. e.
    - Construction operations and sustainable design requirements and f. restrictions.
  - Minutes: Entity responsible for conducting meeting will record and distribute 3. meeting minutes.
- E. Progress Meetings: Conduct progress meetings at biweekly intervals. Coordinate dates of meetings with preparation of payment requests.

 Attendees: In addition to representatives of City and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at the meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

- 2. Agenda: Review and correct or approve minutes of previous progress meetings. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
  - a. Review and approve minutes of previous Progress Meeting.
  - b. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited'\; secure commitments form parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    - 1) Review schedule for next period.
  - c. Review present and future needs of each entity present, including the following:
    - 1) Interface requirements.
    - 2) Sequence of operations.
    - 3) Status of submittals.
    - 4) Deliveries.
    - 5) Off-site fabrication.
    - 6) Access.
    - 7) Site utilization.
    - 8) Temporary facilities and controls.
    - 9) Work hours.
    - 10) Hazards and risks.
    - 11) Progress cleaning.
    - 12) Quality and work standards.
    - 13) Status of correction of deficient items.
    - 14) Field observations.
    - 15) RFIs.
    - 16) Status of proposal requests.
    - 17) Pending changes.
    - 18) Status of Change Orders.
    - 19) Pending claims and disputes.
    - 20) Documentation of information for payment requests.
- 3. Minutes: General contractor shall record the meeting minutes. Theses minutes shall indicate all items discussed as well as agreed upon or suggested solutions. They shall be a true reflection of what occurred at the meeting.
- 4. Reporting: Within 24 hours, distribute minutes of the meeting by email transmittal to each party present and to parties who should have been present.
  - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

- F. Project Closeout Conference: City shall schedule and conduct a project closeout conference, at a time convenient to the City and Architect, but no later than 90 days prior to the scheduled date of Substantial Completion.
  - 1. Conduct the conference to review requirements and responsibilities related to Project closeout.
  - 2. Attendees: Authorized representatives of the City, City's Commissioning Authority, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
    - a. Preparation of Record Documents.
    - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
    - c. Procedures for completing and archiving web-based Project software site data files.
    - d. Submittal of written warranties.
    - e. Requirements for completing sustainable design documentation.
    - f. Requirements for preparing operations and maintenance data.
    - g. Requirements for delivery of material samples, attic stock, and spare parts.
    - h. Requirements for demonstration and training.
    - i. Preparation of Contractor's punch list.
    - j. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
    - k. Submittal procedures.
    - I. Owner's partial occupancy requirements.
    - m. Installation of Owner's furniture, fixtures, and equipment.
    - n. Responsibility for removing temporary facilities and controls.
  - 4. Minutes: Entity conducting meeting will record and distribute meeting minutes.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 013100** 

# SECTION 013200 CONSTRUCTION PROGRESS DOCUMENTATION

### **PART 1 - GENERAL**

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Startup construction schedule.
  - 2. Contractor's Construction Schedule.
  - 3. Construction schedule updating reports.
  - 4. Daily construction reports.
  - 5. Material location reports.
  - 6. Site condition reports.

### 1.3 **DEFINITIONS**

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction Project. Activities included in a construction schedule consume time and resources.
  - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
  - 2. Predecessor Activity: An activity that precedes another activity in the network.
  - 3. Successor Activity: An activity that follows another activity in the network.
- B. Cost Loading: The allocation of the schedule of values for completing an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum.
- C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- E. Event: The starting or ending point of an activity.

- F. Float: The measure of leeway in starting and completing an activity.
  - 1. Float time is not for the exclusive use or benefit of either City or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
  - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
  - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- G. Resource Loading: The allocation of manpower and equipment necessary for completing an activity as scheduled.

### 1.4 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
  - 1. Working electronic copy of schedule file, where indicated.
  - PDF file.
- B. Startup construction schedule.
  - 1. Submittal of cost-loaded, startup construction schedule will not constitute approval of schedule of values for cost-loaded activities.
- C. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.
- D. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
- E. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
  - 1. Activity Report: List of activities sorted by activity number and then early start date, or actual start date if known.
  - 2. Logic Report: List of preceding and succeeding activities for each activity, sorted in ascending order by activity number and then by early start date, or actual start date if known.
  - 3. Total Float Report: List of activities sorted in ascending order of total float.
  - 4. Earnings Report: Compilation of Contractor's total earnings from the Notice to Proceed until most recent Application for Payment.
- F. Construction Schedule Updating Reports: Submit with Applications for Payment.
- G. Daily Construction Reports: Submit at weekly intervals.
- H. Material Location Reports: Submit at weekly intervals.

- I. Site Condition Reports: Submit at time of discovery of differing conditions.
- Unusual Event Reports: Submit at time of unusual event. J.

#### 1.5 **QUALITY ASSURANCE**

A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within 24 hours of Architect's request.

#### 1.6 **COORDINATION**

- Coordinate Contractor's Construction Schedule with the schedule of values, list of Α. subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.
  - 1. Secure time commitments for performing critical elements of the Work from entities involved.
  - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

#### 1.7 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- Computer Scheduling Software: Prepare schedules using current version of a program Α. that has been developed specifically to manage construction schedules.
- Scheduling Consultant: Engage a consultant to provide planning, evaluation, and B. reporting using CPM scheduling.
  - 1. In-House Option: Owner may waive requirement to retain a consultant if Contractor employs skilled personnel with experience in CPM scheduling and reporting techniques. Submit qualifications.
  - 2. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.
- C. Time Frame: Extend schedule from date established for the Notice to Proceed to date of final completion.
  - Contract completion date shall not be changed by submission of a schedule that 1. shows an early completion date, unless specifically authorized by Change Order.
- D. Activities: Treat each floor or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
  - Activity Duration: Define activities so no activity is longer than 20 days, unless 1. specifically allowed by Architect.
  - 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as

separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.

- a. Emergency Generator
- b. Elevator
- c. Sustainable design activities, coordination and compliances
- d. City training and operations of building
- e. City move-in and occupancy coordination
- 3. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with submittal schedule.
- 4. Startup and Testing Time: Include no fewer than 15 days for startup and testing.
- 5. Commissioning Time: Include no fewer than 15 days for commissioning.
- 6. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
- 7. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.
- E. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
  - 1. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Section 011000 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
  - 2. City-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Section 011000 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
  - 3. Work Restrictions: Show the effect of the following items on the schedule:
    - a. Coordination with existing construction.
    - b. Uninterruptible services.
    - c. Use-of-premises restrictions.
    - d. Seasonal variations.
    - e. Environmental control.
    - f. Sustainable design compliances.
  - 4. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
    - Subcontract awards.
    - b. Submittals.
    - c. Purchases.
    - d. Fabrication.
    - e. Sample testing.
    - f. Deliveries.

- g. Installation.
- h. Tests and inspections.
- i. Adjusting.
- j. Curing.
- k. Building flush-out.
- I. Startup and placement into final use and operation.
- m. Commissioning.
- 5. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
  - a. Structural completion.
  - b. Temporary enclosure and space conditioning.
  - c. Permanent space enclosure.
  - d. Completion of mechanical installation.
  - e. Completion of electrical installation.
  - f. Substantial Completion.
- F. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.
- G. Cost Correlation: Superimpose a cost correlation timeline, indicating planned and actual costs. On the line, show planned and actual dollar volume of the Work performed as of planned and actual dates used for preparation of payment requests.
  - 1. See Section 012900 "Payment Procedures" for cost reporting and payment procedures.
- H. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
  - 1. Unresolved issues.
  - 2. Unanswered Requests for Information.
  - 3. Rejected or unreturned submittals.
  - 4. Notations on returned submittals.
  - 5. Pending modifications affecting the Work and the Contract Time.
- I. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, equipment required to achieve compliance, and date by which recovery will be accomplished.
- J. Distribution: Distribute copies of approved schedule to Architect, City, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

- 1. Post copies in Project meeting rooms and temporary field offices.
- 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

## 1.8 CPM SCHEDULE REQUIREMENTS

- A. General: Prepare network diagrams using AON (activity-on-node) format.
- B. Startup Network Diagram: Submit diagram within 14 days of date established for the Notice to Proceed. Outline significant construction activities for the first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.
- C. CPM Schedule: Prepare Contractor's Construction Schedule using a cost- and resource-loaded, time-scaled CPM network analysis diagram for the Work.
  - Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 60 days after date established for the Notice to Proceed.
    - Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates.
  - 2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.
  - 3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
  - 4. Use "one workday" as the unit of time for individual activities. Indicate nonworking days and holidays incorporated into the schedule to coordinate with the Contract Time.
- D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the startup network diagram, prepare a skeleton network to identify probable critical paths.
  - 1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
    - a. Preparation and processing of submittals.
    - b. Mobilization and demobilization.
    - c. Purchase of materials.
    - d. Delivery.
    - e. Fabrication.
    - f. Utility interruptions.

- g. Installation.
- h. Work by Owner that may affect or be affected by Contractor's activities.
- i. Testing and inspection.
- j. Commissioning.
- k. Punch list and final completion.
- I. Activities occurring following final completion.
- 2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
- 3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
- 4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
  - Subnetworks on separate sheets are permissible for activities clearly off the critical path.
- 5. Cost- and Resource-Loading of CPM Schedule: Assign cost to construction activities on the CPM schedule. Do not assign costs to submittal activities. Obtain Architect's approval prior to assigning costs to fabrication and delivery activities. Assign costs under main subcontracts for testing and commissioning activities, operation and maintenance manuals, punch list activities, Project record documents, sustainable design documentation, and demonstration and training (if applicable), in the amount of 5percent of the Contract Sum.
  - a. Each activity cost shall reflect an appropriate value subject to approval by Architect.
  - b. Total cost assigned to activities shall equal the total Contract Sum.
- E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall Project schedule.
- F. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list indicating straight "early start-total float." Identify critical activities. Prepare tabulated reports showing the following:
  - 1. Contractor or subcontractor and the Work or activity.
  - 2. Description of activity.
  - 3. Main events of activity.
  - 4. Immediate preceding and succeeding activities.
  - 5. Early and late start dates.
  - 6. Early and late finish dates.
  - 7. Activity duration in workdays.
  - 8. Total float or slack time.
  - 9. Average size of workforce.
  - 10. Dollar value of activity (coordinated with the schedule of values).

- G. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:
  - 1. Identification of activities that have changed.
  - 2. Changes in early and late start dates.
  - 3. Changes in early and late finish dates.
  - 4. Changes in activity durations in workdays.
  - 5. Changes in the critical path.
  - 6. Changes in total float or slack time.
  - 7. Changes in the Contract Time.
- H. Value Summaries: Prepare two cumulative value lists, sorted by finish dates.
  - 1. In first list, tabulate activity number, early finish date, dollar value, and cumulative dollar value.
  - 2. In second list, tabulate activity number, late finish date, dollar value, and cumulative dollar value.
  - 3. In subsequent issues of both lists, substitute actual finish dates for activities completed as of list date.
  - 4. Prepare list for ease of comparison with payment requests; coordinate timing with progress meetings.
    - a. In both value summary lists, tabulate "actual percent complete" and "cumulative value completed" with total at bottom.
    - b. Submit value summary printouts one week before each regularly scheduled progress meeting.

## 1.9 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
  - 1. List of subcontractors at Project site.
  - 2. Approximate count of personnel at Project site.
  - 3. Equipment at Project site.
  - 4. Material deliveries.
  - 5. High and low temperatures and general weather conditions, including presence of rain.
  - 6. Accidents.
  - 7. Meetings and significant decisions.
  - 8. Unusual events.
  - 9. Stoppages, delays, shortages, and losses.
  - 10. Meter readings and similar recordings.
  - 11. Emergency procedures.
  - 12. Orders and requests of authorities having jurisdiction.
  - 13. Change Orders received and implemented.
  - 14. Construction Change Directives received and implemented.
  - 15. Services connected and disconnected.
  - 16. Equipment or system tests and startups.
  - 17. Partial completions and occupancies.

- 18. Substantial Completions authorized.
- B. Material Location Reports: At weekly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site. Indicate the following categories for stored materials:
  - 1. Material stored prior to previous report and remaining in storage.
  - 2. Material stored prior to previous report and since removed from storage and installed.
  - 3. Material stored following previous report and remaining in storage.
- C. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 013200** 

## SECTION 013233 PHOTOGRAPHIC DOCUMENTATION

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

#### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
  - 1. Preconstruction photographs.
  - 2. Periodic construction photographs.
  - 3. Owner's photographic documentation contractor.
  - 4. Final completion construction photographs.

## B. Related Requirements:

- 1. Division 01 Section "Closeout Procedures" for submitting photographic documentation as Project Record Documents at Project closeout.
- 2. Division 01 Section "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.
- B. Digital Photographs: Submit image files within seven days of taking photographs.
  - 1. Format: Minimum 3200 by 2400 pixels, in unaltered original files, with same aspect ratio as the sensor, uncropped, date and time stamped, in folder named by date of photograph. File names shall be in the following format: City project number date taken (YYMMDD) -= picture number (example: 10914-2016-0408-011 would indicate project number 10914 taken on April 8, 2016 photograph number 11). Submit on CD with folders for separate dates.
  - 2. Identification: On Jewel case and CD, provide an applied label with eh following information:
    - a. Name of Project.
    - b. Name of Contractor.
    - c. Date photograph was taken.
    - d. Elevation or story of construction.

## 1.4 FORMATS AND MEDIA

A. Digital Images: Submit digital media as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.

### 1.5 CONSTRUCTION PHOTOGRAPHS

- A. Aerial Photographer: Engage a qualified commercial aerial photographer to take construction photographs.
- B. General: Take photographs with maximum depth of field and in focus, to clearly show the work. Photographs with blurry or out-of-focus areas will not be accepted.
  - 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- C. Preconstruction Photographs: Before commencement of demolition, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points.
  - 1. Flag construction limits before taking construction photographs.
  - 2. Take 20 photographs to show existing conditions adjacent to property before starting the Work.
  - 3. Take 20 photographs of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.
  - 4. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.
- D. Periodic Construction Photographs: Take 20 photographs weekly, with timing each month coinciding with the cutoff date associated with each Application for Payment. Select vantage points including aerial photographs to show status of construction and progress since last photographs were taken.
- E. Monthly Aerial Photographs: Take monthly aerial photographs to document progress. Take photographs from various viewpoints to document all areas of work. Such photographs shall document actual installed conditions.
- F. Daily Progress Photographs: Take daily photographs to document progress. Take photographs of all work that will be concealed by subsequent construction activity (such as rough electrical, rough plumbing and rough ductwork). Such photographs shall document actual installed conditions.
- G. Final Completion Construction Photographs: Take 20 color photographs after date of Substantial Completion for submission as Project Record Documents. Architect will inform photographer of desired vantage points.
  - 1. Do not include a date stamp.
- H. Owner Photographic Documentation Contractor: Coordinate with owner's Photographic Documentation Contractor to facilitate that Contractor's provision of interior photographic documentation of the work.

1. Provide access to Photographic Documentation Contractor at owner-designated periods and/or milestones for interior photographic documentation of work in place.

- 2. Provide notification to Photographic Documentation Contractor 2 business days prior to reaching owner-designated milestones.
- 3. Schedule, with Photographic Documentation Contractor, a time window of one business day to photograph each owner-designated milestone prior to covering up the work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 013233** 

## SECTION 013300 SUBMITTAL PROCEDURES

## **PART 1 - GENERAL**

## 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

### 1.2 SUMMARY

#### A. Section Includes:

- 1. Submittal schedule requirements.
- 2. Administrative and procedural requirements for submittals.

## B. Related Requirements:

- 1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the schedule of values.
- 2. Division 01 Section "Project Management and Coordination" for submitting coordination drawings and subcontract list and for requirements for web-based Project software.
- 3. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
- 4. Division 01 Section
- 5. Division 01 Section "Quality Requirements" for submitting test and inspection reports, and schedule of tests and inspections.
- 6. Division 01 Section "Closeout Procedures" for submitting closeout submittals and maintenance material submittals.
- 7. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
- 8. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
- 9. Division 01 Section "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of City's personnel.
- 10. Division 01 Section "Sustainable Design Requirements" Florida Green Building Coalition Certification.

#### 1.3 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."

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B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

- File Transfer Protocol (FTP): Communications protocol that enables transfer of files to C. and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution independent fixed-layout document format.

#### SUBMITTAL SCHEDULE 1.4

- Α. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.
  - 1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
  - 2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
  - 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
    - Submit revised submittal schedule to reflect changes in current status and a. timing for submittals.
  - 4. Format: Arrange the following information in a tabular format:
    - Scheduled date for first submittal. a.
    - b. Specification Section number and title.
    - Submittal Category: Action; informational. C.
    - Name of subcontractor. d.
    - e. Description of the Work covered.
    - f. Scheduled date for Architect's final release or approval.
    - Scheduled dates for purchasing. g.
    - Scheduled date of fabrication. h.
    - Scheduled dates for installation. i.
    - Activity or event number. į.

## 1.5 SUBMITTAL FORMATS

- A. Submittal Information: Include the following information in each submittal:
  - 1. Project name.
  - 2. Date.
  - 3. Destination (To: )
  - 4. Source (From: )
  - 5. Name of Architect.
  - 6. Name of Contractor.
  - 7. Name of firm or entity that prepared submittal.
  - 8. Names of subcontractor, manufacturer, and supplier.
  - 9. Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g. 061000.01A)
  - 10. Category and type of submittal.
  - 11. Submittal purpose and description.
  - 12. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
  - 13. Drawing number and detail references, as appropriate.
  - 14. Indication of full or partial submittal.
  - 15. Location(s) where product is to be installed, as appropriate.
  - 16. Other necessary identification.
- B. Options: Identify options requiring selection by Architect.
- C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
- D. Submittals for Web-Based Project Software: Prepare submittals as PDF files, or other format indicated by Project software website.

## 1.6 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
  - Web-Based Project Software: Prepare submittals in PDF form, and upload to web-based Project software website. Enter required data in web-based software site to fully identify submittal.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.

- 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
- 4. Coordinate transmittal of submittals for related parts of the Work specified in different Sections so processing will not be delayed because of need to review submittals concurrently for coordination.
  - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  - 1. Initial Review: Allow 10 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
  - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  - 3. Resubmittal Review: Allow 10 days for review of each resubmittal.
  - Sequential Review: Where sequential review of submittals by Architect's consultants, City, or other parties is indicated, allow 21 days for initial review of each submittal.
  - 5. Insert list of submittals requiring sequential review in first subparagraph below, or delete and identify submittals in Sections where they are specified. Structural, HVAC, plumbing, and electrical components are examples of the Work that often require sequential review.
  - 6. Allowing procedure in "Concurrent Consultant Review" Subparagraph below may cause tracking problems for Architect and Construction Manager, if any. Delete below if not allowed. See the Evaluations.
  - 7. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 15 days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.
    - a. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.
- D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
  - 1. Note date and content of previous submittal.
  - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  - 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.

E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

### 1.7 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  - 1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
  - 2. Mark each copy of each submittal to show which products and options are applicable.
  - 3. Include the following information, as applicable:
    - Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
    - h. Availability and delivery time information.
  - 4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams that show factory-installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.
    - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  - 5. Submit Product Data before Shop Drawings, and before or concurrent with Samples.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data unless submittal based on Architect's digital data drawing files is otherwise permitted.
  - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.

- c. Compliance with specified standards.
- d. Notation of coordination requirements.
- e. Notation of dimensions established by field measurement.
- f. Relationship and attachment to adjoining construction clearly indicated.
- g. Seal and signature of professional engineer if specified.
- C. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other materials.
  - 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  - 2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
    - a. Project name and submittal number.
    - b. Generic description of Sample.
    - c. Product name and name of manufacturer.
    - d. Sample source.
    - e. Number and title of applicable Specification Section.
    - f. Specification paragraph number and generic name of each item.
  - 3. Web-Based Project Software: Prepare submittals in PDF form, and upload to web-based Project software website. Enter required data in web-based software site to fully identify submittal.
  - 4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    - b. Samples not incorporated into the Work, or otherwise designated as City's property, are the property of Contractor.
  - 5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
    - a. Number of Samples: Submit two full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
  - 6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

- a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record Sample.
  - Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
  - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
  - 1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
  - 2. Manufacturer and product name, and model number if applicable.
  - 3. Number and name of room or space.
  - 4. Location within room or space.
- E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.

## G. Certificates:

- Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
- 2. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- 3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- 4. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- 5. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

## H. Test and Research Reports:

- 1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- 2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- 3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- 4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- 5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- 6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
  - a. Name of evaluation organization.
  - b. Date of evaluation.
  - c. Time period when report is in effect.
  - d. Product and manufacturers' names.
  - e. Description of product.
  - f. Test procedures and results.
  - g. Limitations of use.

## 1.8 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 1. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF file and three paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

## 1.9 CONTRACTOR'S REVIEW

- A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp or indication in web-based Project software. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
  - 1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval.

### 1.10 ARCHITECT'S REVIEW

- A. Action Submittals: Architect will review each submittal, indicate corrections or revisions required, and return it.
  - 1. Submittals by Web-Based Project Software: Architect will indicate, on Project software website, the appropriate action.
    - a. Actions taken by indication on Project software website have the following meanings:
      - 1) No Action Taken: Submittal is returned with no action.
      - 2) No Exceptions: Review has yielded nothing in submittal that was non-compliant with requirements Contractor may proceed with submitted item as submitted.
      - 3) Exceptions Noted: Review has yielded exceptions in submittal that are non-compliant with requirements Contractor may proceed with submitted items making the changes noted by the reviewer.
      - 4) Exceptions Noted (Resubmit Corrections): Review has yielded exceptions in submittal that are non-compliant with requirements – Contractor may proceed with submitted items making changes noted by the reviewer, but must resubmit corrections to specific items noted by the reviewer.

5) Revise and Resubmit: Review has yielded exceptions in submittal that are non-compliant with requirements – contractor shall revise and resubmit the corrected submittal for review. Contractor shall not proceed with submitted item until subsequent review indicates that the submittal is compliant with requirements.

- 6) Rejected: Submittal is unacceptable.
- B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Architect will return without review or discard submittals received from sources other than Contractor.
- F. Submittals not required by the Contract Documents will be returned by Architect without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 013300** 

# SECTION 014000 QUALITY REQUIREMENTS

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

## 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, City, Commissioning Authority, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections include the following:
  - 1. Division 01 Section "Allowances" for testing and inspecting allowances.
  - 2. Divisions 02 through 33 Sections for specific test and inspection requirements.

## 1.3 **DEFINITIONS**

- A. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- B. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).

- A. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
  - 1. Laboratory Mockups: Full-size physical assemblies constructed at testing facility to verify performance characteristics.
  - 2. Integrated Exterior Mockups: Mockups of the exterior envelope erected separately from the building but on Project site, consisting of multiple products, assemblies, and subassemblies.
  - 3. Room Mockups: Mockups of typical interior spaces complete with wall, floor, and ceiling finishes, doors, windows, millwork, casework, specialties, furnishings and equipment, and lighting.
- B. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- C. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- D. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- E. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- F. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- G. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.

## 1.4 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

#### 1.5 CONFLICTING REQUIREMENTS

A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements are specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for direction before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

## 1.6 ACTION SUBMITTALS

- A. Shop Drawings: For integrated exterior, laboratory mockups, provide plans, sections, and elevations, indicating materials and size of mockup construction.
  - Include plans, sections, and elevations, indicating materials and size of mockup construction.
  - 2. Indicate manufacturer and model number of individual components.
  - 3. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

## 1.7 INFORMATIONAL SUBMITTALS

- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.
- B. Qualification Data: For Contractor's quality-control personnel.
- C. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems:
  - 1. Seismic-force-resisting system, designated seismic system, or component listed in the designated seismic system quality-assurance plan prepared by Architect.
  - 2. Main wind-force-resisting system or a wind-resisting component listed in the wind-force-resisting system quality-assurance plan prepared by Architect.
- D. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- E. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
  - 1. Specification Section number and title.
  - 2. Entity responsible for performing tests and inspections.
  - 3. Description of test and inspection.
  - 4. Identification of applicable standards.
  - 5. Identification of test and inspection methods.
  - 6. Number of tests and inspections required.

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- 7. Time schedule or time span for tests and inspections.
- 8. Requirements for obtaining samples.
- 9. Unique characteristics of each quality-control service.

#### 1.8 CONTRACTOR'S QUALITY-CONTROL PLAN

- A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice of Award, and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.
- B. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.
  - 1. Project quality-control manager may also serve as Project superintendent.
- C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.
- D. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:
  - 1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections.
  - 2. Special inspections required by authorities having jurisdiction and indicated on the "Statement of Special Inspections."
  - 3. City-performed tests and inspections indicated in the Contract Documents, including tests and inspections indicated to be performed by the Commissioning Authority.
- E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.
- F. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

## 1.9 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
  - 1. Date of issue.
  - 2. Project title and number.
  - 3. Name, address, and telephone number of testing agency.
  - 4. Dates and locations of samples and tests or inspections.

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- 5. Names of individuals making tests and inspections.
- 6. Description of the Work and test and inspection method.
- 7. Identification of product and Specification Section.
- 8. Complete test or inspection data.
- 9. Test and inspection results and an interpretation of test results.
- 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
- 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
- 12. Name and signature of laboratory inspector.
- 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
  - 1. Name, address, and telephone number of technical representative making report.
  - 2. Statement on condition of substrates and their acceptability for installation of product.
  - 3. Statement that products at Project site comply with requirements.
  - 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  - 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  - 6. Statement whether conditions, products, and installation will affect warranty.
  - 7. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
  - 1. Name, address, and telephone number of factory-authorized service representative making report.
  - 2. Statement that equipment complies with requirements.
  - 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  - 4. Statement whether conditions, products, and installation will affect warranty.
  - 5. Other required items indicated in individual Specification Sections.
- D. Permits, Licenses, and Certificates: For City's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

## 1.10 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
  - 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
  - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
  - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
  - 1. Contractor responsibilities include the following:
    - a. Provide test specimens representative of proposed products and construction.
    - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
    - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
    - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
    - e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.

- f. When testing is complete, remove test specimens, assemblies, and mockups, and laboratory mockups; do not reuse products on Project.
- 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect and Commissioning Authority, through, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- K. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
  - 1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
  - 2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
  - 3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at Project.
  - 4. Demonstrate the proposed range of aesthetic effects and workmanship.
  - 5. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
    - a. Allow seven days for initial review and each re-review of each mockup.
  - 6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
  - 7. Demolish and remove mockups when directed unless otherwise indicated.
- L. Integrated Exterior Mockups: Construct integrated exterior mockup according to approved Shop Drawings and as indicated on Drawings. Coordinate installation of exterior envelope materials and products for which mockups are required in individual Specification Sections, along with supporting materials.
- M. Room Mockups: Construct room mockups incorporating required materials and assemblies, finished according to requirements. Provide required lighting and additional lighting where required to enable Architect to evaluate quality of the Work. Provide room mockups of the following rooms:
  - 1. Bunk room
  - 2. Kitchen

#### 1.11 QUALITY CONTROL

- A. City Responsibilities: Where quality-control services are indicated as City's responsibility, City will engage a qualified testing agency to perform these services.
  - City will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
  - 2. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.
  - 3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.

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B. Contractor Responsibilities: Tests and inspections not explicitly assigned to City are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.

- 1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
- 2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
  - Contractor shall not employ same entity engaged by City, unless agreed to in writing by City.
- 3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
- 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
- 5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
- 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."
- D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- E. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- F. Testing Agency Responsibilities: Cooperate with Architect, Commissioning Authority and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
  - 1. Notify Architect, Commissioning Authority, and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  - 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
  - 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  - 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  - 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  - 6. Do not perform any duties of Contractor.
- G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested.

Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

- 1. Access to the Work.
- 2. Incidental labor and facilities necessary to facilitate tests and inspections.
- 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
- 4. Facilities for storage and field curing of test samples.
- 5. Delivery of samples to testing agencies.
- 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
- 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
  - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of Contractor's quality-control plan. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.
  - 1. Distribution: Distribute schedule to City, Architect, Commissioning Authority, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

## 1.12 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: The City will engage a qualified testing agency and special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of City, as indicated in Statement of Special Inspections referred to in this Section, and as follows:
- B. Special Tests and Inspections: Conducted by a qualified testing agency and special inspector as required by authorities having jurisdiction, as indicated in individual Specification Sections and in Statement of Special Inspections referred to this Section, and as follows:
  - Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
  - 2. Notifying Architect, Commissioning Authority, and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
  - Submitting a certified written report of each test, inspection, and similar quality-control service to Architect and Commissioning Authority with copy to Contractor and to authorities having jurisdiction.
  - 4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
  - 5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
  - 6. Retesting and reinspecting corrected work.

## PART 2 - PRODUCTS (Not Used)

### **PART 3 - EXECUTION**

#### 3.1 ACCEPTABLE TESTING AGENCIES

A. All City of Fort Lauderdale approved AGENCIES.

## 3.2 TEST AND INSPECTION LOG

- A. Prepare a record of tests and inspections. Include the following:
  - 1. Date test or inspection was conducted.
  - 2. Description of the Work tested or inspected.
  - 3. Date test or inspection results were transmitted to Architect.
  - 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's and Commissioning Authority's, reference during normal working hours.

#### 3.3 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
  - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 01 Section "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

**END OF SECTION 014000** 

## SECTION 014200 REFERENCES

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

## 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

### 1.2 **DEFINITIONS**

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

## 1.3 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
  - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

## 1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
  - 1. AABC Associated Air Balance Council; <a href="www.aabc.com">www.aabc.com</a>.
  - 2. AAMA American Architectural Manufacturers Association; <a href="https://www.aamanet.org">www.aamanet.org</a>.
  - 3. AAPFCO Association of American Plant Food Control Officials; <a href="www.aapfco.org">www.aapfco.org</a>.
  - 4. AASHTO American Association of State Highway and Transportation Officials; www.transportation.org.
  - 5. AATCC American Association of Textile Chemists and Colorists; www.aatcc.org.
  - 6. ABMA American Bearing Manufacturers Association; www.americanbearings.org.
  - 7. ABMA American Boiler Manufacturers Association; www.abma.com.
  - 8. ACI American Concrete Institute; (Formerly: ACI International); <a href="www.abma.com">www.abma.com</a>.
  - 9. ACPA American Concrete Pipe Association; <a href="www.concrete-pipe.org">www.concrete-pipe.org</a>.
  - 10. AEIC Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
  - 11. AF&PA American Forest & Paper Association; www.afandpa.org.
  - 12. AGA American Gas Association; www.aga.org.
  - 13. AHAM Association of Home Appliance Manufacturers; www.aham.org.
  - 14. AHRI Air-Conditioning, Heating, and Refrigeration Institute (The); www.ahrinet.org.
  - 15. AI Asphalt Institute; www.asphaltinstitute.org.
  - 16. AIA American Institute of Architects (The); www.aia.org.
  - 17. AISC American Institute of Steel Construction; www.aisc.org.
  - 18. AISI American Iron and Steel Institute; <a href="www.steel.org">www.steel.org</a>.
  - 19. AITC American Institute of Timber Construction; www.aitc-glulam.org.
  - 20. AMCA Air Movement and Control Association International, Inc.; www.amca.org.
  - 21. ANSI American National Standards Institute; www.ansi.org.
  - 22. AOSA Association of Official Seed Analysts, Inc.; <a href="https://www.aosaseed.com">www.aosaseed.com</a>.
  - 23. APA APA The Engineered Wood Association; www.apawood.org.
  - 24. APA Architectural Precast Association; www.archprecast.org.
  - 25. API American Petroleum Institute; www.api.org.
  - 26. ARI Air-Conditioning & Refrigeration Institute; (See AHRI).
  - 27. ARI American Refrigeration Institute; (See AHRI).
  - 28. ARMA Asphalt Roofing Manufacturers Association; www.asphaltroofing.org.
  - 29. ASCE American Society of Civil Engineers; www.asce.org.

- ASCE/SEI American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
- 31. ASHRAE American Society of Heating, Refrigerating and Air-Conditioning Engineers; <a href="https://www.ashrae.org">www.ashrae.org</a>.
- 32. ASME ASME International; (American Society of Mechanical Engineers); www.asme.org.
- 33. ASSE American Society of Safety Engineers (The); <a href="www.asse.org">www.asse.org</a>.
- 34. ASSE American Society of Sanitary Engineering; <a href="www.asse-plumbing.org">www.asse-plumbing.org</a>.
- 35. ASTM ASTM International; <a href="www.astm.org">www.astm.org</a>.
- 36. ATIS Alliance for Telecommunications Industry Solutions; <a href="www.atis.org">www.atis.org</a>.
- 37. AWEA American Wind Energy Association; <a href="www.awea.org">www.awea.org</a>.
- 38. AWI Architectural Woodwork Institute; <a href="www.awinet.org">www.awinet.org</a>.
- AWMAC Architectural Woodwork Manufacturers Association of Canada; www.awmac.com.
- 40. AWPA American Wood Protection Association; www.awpa.com.
- 41. AWS American Welding Society; www.aws.org.
- 42. AWWA American Water Works Association; <a href="www.awwa.org">www.awwa.org</a>.
- 43. BHMA Builders Hardware Manufacturers Association; <a href="www.buildershardware.com">www.buildershardware.com</a>.
- 44. BIA Brick Industry Association (The); <a href="https://www.gobrick.com">www.gobrick.com</a>.
- 45. BICSI BICSI, Inc.; <u>www.bicsi.org</u>.
- 46. BIFMA BIFMA International; (Business and Institutional Furniture Manufacturer's Association); <a href="https://www.bifma.org">www.bifma.org</a>.
- 47. BISSC Baking Industry Sanitation Standards Committee; www.bissc.org.
- 48. BWF Badminton World Federation; (Formerly: International Badminton Federation); <a href="https://www.bissc.org">www.bissc.org</a>.
- 49. CDA Copper Development Association; <u>www.copper.org</u>.
- 50. CEA Canadian Electricity Association; www.electricity.ca.
- 51. CEA Consumer Electronics Association; www.ce.org.
- 52. CFFA Chemical Fabrics and Film Association, Inc.; www.chemicalfabricsandfilm.com.
- 53. CFSEI Cold-Formed Steel Engineers Institute; <a href="www.cfsei.org">www.cfsei.org</a>.
- 54. CGA Compressed Gas Association; <a href="www.cganet.com">www.cganet.com</a>.
- 55. CIMA Cellulose Insulation Manufacturers Association; www.cellulose.org.
- 56. CISCA Ceilings & Interior Systems Construction Association; www.cisca.org.
- 57. CISPI Cast Iron Soil Pipe Institute; www.cispi.org.
- 58. CLFMI Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
- 59. CPA Composite Panel Association; www.pbmdf.com.
- 60. CRI Carpet and Rug Institute (The); www.carpet-rug.org.
- 61. CRRC Cool Roof Rating Council; <a href="www.coolroofs.org">www.coolroofs.org</a>.
- 62. CRSI Concrete Reinforcing Steel Institute; <a href="www.crsi.org">www.crsi.org</a>.
- 63. CSA Canadian Standards Association; www.csa.ca.
- CSA CSA International; (Formerly: IAS International Approval Services); <a href="https://www.csa-international.org"><u>www.csa-international.org</u></a>.
- 65. CSI Construction Specifications Institute (The); www.csinet.org.
- 66. CSSB Cedar Shake & Shingle Bureau; www.cedarbureau.org.
- 67. CTI Cooling Technology Institute; (Formerly: Cooling Tower Institute); www.cti.org.
- 68. CWC Composite Wood Council; (See CPA).
- 69. DASMA Door and Access Systems Manufacturers Association; www.dasma.com.
- 70. DHI Door and Hardware Institute; www.dhi.org.
- 71. ECA Electronic Components Association; (See ECIA).
- 72. ECAMA Electronic Components Assemblies & Materials Association; (See ECIA).
- 73. ECIA Electronic Components Industry Association; <a href="www.eciaonline.org">www.eciaonline.org</a>.

- 74. EIA Electronic Industries Alliance; (See TIA).
- 75. EIMA EIFS Industry Members Association; www.eima.com.
- 76. EJMA Expansion Joint Manufacturers Association, Inc.; <a href="www.ejma.org">www.ejma.org</a>.
- 77. ESD ESD Association; (Electrostatic Discharge Association); <a href="https://www.esda.org">www.esda.org</a>.
- 78. ESTA Entertainment Services and Technology Association; (See PLASA).
- 79. EVO Efficiency Valuation Organization; <a href="www.evo-world.org">www.evo-world.org</a>.
- 80. FCI Fluid Controls Institute; www.fluidcontrolsinstitute.org.
- 81. FIBA Federation Internationale de Basketball; (The International Basketball Federation); <u>www.fiba.com</u>.
- 82. FIVB Federation Internationale de Volleyball; (The International Volleyball Federation); <a href="https://www.fivb.org">www.fivb.org</a>.
- 83. FM Approvals FM Approvals LLC; www.fmglobal.com.
- 84. FM Global FM Global; (Formerly: FMG FM Global); www.fmglobal.com.
- 85. FRSA Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.; <a href="https://www.floridaroof.com">www.floridaroof.com</a>.
- 86. FSA Fluid Sealing Association; <u>www.fluidsealing.com</u>.
- 87. FSC Forest Stewardship Council U.S.; <a href="www.fscus.org">www.fscus.org</a>.
- 88. GA Gypsum Association; <a href="https://www.gypsum.org">www.gypsum.org</a>.
- 89. GANA Glass Association of North America; www.glasswebsite.com.
- 90. GS Green Seal; www.greenseal.org.
- 91. HI Hydraulic Institute; <a href="www.pumps.org">www.pumps.org</a>.
- 92. HI/GAMA Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
- 93. HMMA Hollow Metal Manufacturers Association; (See NAAMM).
- 94. HPVA Hardwood Plywood & Veneer Association; <a href="www.hpva.org">www.hpva.org</a>.
- 95. HPW H. P. White Laboratory, Inc.; <a href="www.hpwhite.com">www.hpwhite.com</a>.
- 96. IAPSC International Association of Professional Security Consultants; www.iapsc.org.
- 97. IAS International Accreditation Service; www.iasonline.org.
- 98. IAS International Approval Services; (See CSA).
- 99. ICBO International Conference of Building Officials; (See ICC).
- 100. ICC International Code Council; <a href="www.iccsafe.org">www.iccsafe.org</a>.
- 101. ICEA Insulated Cable Engineers Association, Inc.; www.icea.net.
- 102. ICPA International Cast Polymer Alliance; www.icpa-hq.org.
- 103. ICRI International Concrete Repair Institute, Inc.; www.icri.org.
- 104. IEC International Electrotechnical Commission; http://www.iec.ch.
- 105. IEEE Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.
- 106. IES Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); www.ies.org.
- 107. IESNA Illuminating Engineering Society of North America; (See IES).
- 108. IEST Institute of Environmental Sciences and Technology; www.iest.org.
- 109. IGMA Insulating Glass Manufacturers Alliance; <a href="www.igmaonline.org">www.igmaonline.org</a>.
- 110. IGSHPA International Ground Source Heat Pump Association; <a href="https://www.igshpa.okstate.edu">www.igshpa.okstate.edu</a>.
- 111. ILI Indiana Limestone Institute of America, Inc.; www.iliai.com.
- 112. Intertek Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); www.intertek.com.
- 113. ISA International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); www.isa.org.
- 114. ISAS Instrumentation, Systems, and Automation Society (The); (See ISA).
- 115. ISFA International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); www.isfanow.org.
- 116. ISO International Organization for Standardization; <a href="www.iso.org">www.iso.org</a>.

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- 117. ISSFA International Solid Surface Fabricators Association; (See ISFA).
- 118. ITU International Telecommunication Union; www.itu.int/home.
- 119. KCMA Kitchen Cabinet Manufacturers Association; www.kcma.org.
- 120. LMA Laminating Materials Association; (See CPA).
- 121. LPI Lightning Protection Institute; <a href="www.lightning.org">www.lightning.org</a>.
- 122. MBMA Metal Building Manufacturers Association; www.mbma.com.
- 123. MCA Metal Construction Association; www.metalconstruction.org.
- 124. MFMA Maple Flooring Manufacturers Association, Inc.; www.maplefloor.org.
- 125. MFMA Metal Framing Manufacturers Association, Inc.; <a href="www.metalframingmfg.org">www.metalframingmfg.org</a>.
- 126. MHIA Material Handling Industry of America; <a href="www.mhia.org">www.mhia.org</a>.
- 127. MIA Marble Institute of America; <u>www.marble-institute.com</u>.
- 128. MMPA Moulding & Millwork Producers Association; www.wmmpa.com.
- 129. MPI Master Painters Institute; <a href="www.paintinfo.com">www.paintinfo.com</a>.
- 130. MSS Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; <a href="https://www.mss-hq.org">www.mss-hq.org</a>.
- 131. NAAMM National Association of Architectural Metal Manufacturers; www.naamm.org.
- 132. NACE NACE International; (National Association of Corrosion Engineers International); <a href="https://www.nace.org">www.nace.org</a>.
- 133. NADCA National Air Duct Cleaners Association; www.nadca.com.
- 134. NAIMA North American Insulation Manufacturers Association; www.naima.org.
- 135. NBGQA National Building Granite Quarries Association, Inc.; <a href="www.nbgqa.com">www.nbgqa.com</a>.
- 136. NBI New Buildings Institute; <a href="www.newbuildings.org">www.newbuildings.org</a>.
- 137. NCAA National Collegiate Athletic Association (The); www.ncaa.org.
- 138. NCMA National Concrete Masonry Association; www.ncma.org.
- 139. NEBB National Environmental Balancing Bureau; www.nebb.org.
- 140. NECA National Electrical Contractors Association; www.necanet.org.
- 141. NeLMA Northeastern Lumber Manufacturers Association; www.nelma.org.
- 142. NEMA National Electrical Manufacturers Association; www.nema.org.
- 143. NETA InterNational Electrical Testing Association; <a href="www.netaworld.org">www.netaworld.org</a>.
- 144. NFHS National Federation of State High School Associations; www.nfhs.org.
- 145. NFPA National Fire Protection Association; <a href="www.nfpa.org">www.nfpa.org</a>.
- 146. NFPA NFPA International; (See NFPA).
- 147. NFRC National Fenestration Rating Council; www.nfrc.org.
- 148. NHLA National Hardwood Lumber Association; www.nhla.com.
- 149. NLGA National Lumber Grades Authority; www.nlga.org.
- 150. NOFMA National Oak Flooring Manufacturers Association; (See NWFA).
- 151. NOMMA National Ornamental & Miscellaneous Metals Association; www.nomma.org.
- 152. NRCA National Roofing Contractors Association; www.nrca.net.
- 153. NRMCA National Ready Mixed Concrete Association; www.nrmca.org.
- 154. NSF NSF International; www.nsf.org.
- 155. NSPE National Society of Professional Engineers; www.nspe.org.
- 156. NSSGA National Stone, Sand & Gravel Association; www.nssga.org.
- 157. NTMA National Terrazzo & Mosaic Association, Inc. (The); www.ntma.com.
- 158. NWFA National Wood Flooring Association; www.nwfa.org.
- 159. PCI Precast/Prestressed Concrete Institute; <a href="www.pci.org">www.pci.org</a>.
- 160. PDI Plumbing & Drainage Institute; www.pdionline.org.
- 161. PLASA PLASA; (Formerly: ESTA Entertainment Services and Technology Association); www.plasa.org.
- 162. RCSC Research Council on Structural Connections; www.boltcouncil.org.
- 163. RFCI Resilient Floor Covering Institute; <a href="www.rfci.com">www.rfci.com</a>.
- 164. RIS Redwood Inspection Service; <u>www.redwoodinspection.com</u>.

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- 165. SAE SAE International; <a href="www.sae.org">www.sae.org</a>.
- 166. SCTE Society of Cable Telecommunications Engineers; www.scte.org.
- 167. SDI Steel Deck Institute; www.sdi.org.
- 168. SDI Steel Door Institute; <a href="www.steeldoor.org">www.steeldoor.org</a>.
- 169. SEFA Scientific Equipment and Furniture Association (The); <a href="www.sefalabs.com">www.sefalabs.com</a>.
- 170. SEI/ASCE Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
- 171. SIA Security Industry Association; www.siaonline.org.
- 172. SJI Steel Joist Institute; www.steeljoist.org.
- 173. SMA Screen Manufacturers Association; www.smainfo.org.
- 174. SMACNA Sheet Metal and Air Conditioning Contractors' National Association; www.smacna.org.
- 175. SMPTE Society of Motion Picture and Television Engineers; <a href="www.smpte.org">www.smpte.org</a>.
- 176. SPFA Spray Polyurethane Foam Alliance; www.sprayfoam.org.
- 177. SPIB Southern Pine Inspection Bureau; www.spib.org.
- 178. SPRI Single Ply Roofing Industry; www.spri.org.
- 179. SRCC Solar Rating & Certification Corporation; www.solar-rating.org.
- 180. SSINA Specialty Steel Industry of North America; www.ssina.com.
- 181. SSPC SSPC: The Society for Protective Coatings; www.sspc.org.
- 182. STI Steel Tank Institute; www.steeltank.com.
- 183. SWI Steel Window Institute; <u>www.steelwindows.com</u>.
- 184. SWPA Submersible Wastewater Pump Association; www.swpa.org.
- 185. TCA Tilt-Up Concrete Association; www.tilt-up.org.
- 186. TCNA Tile Council of North America, Inc.; www.tileusa.com.
- 187. TEMA Tubular Exchanger Manufacturers Association, Inc.; www.tema.org.
- 188. TIA Telecommunications Industry Association (The); (Formerly: TIA/EIA Telecommunications Industry Association/Electronic Industries Alliance); www.tiaonline.org.
- 189. TIA/EIA Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
- 190. TMS The Masonry Society; www.masonrysociety.org.
- 191. TPI Truss Plate Institute; www.tpinst.org.
- 192. TPI Turfgrass Producers International; www.turfgrasssod.org.
- 193. TRI Tile Roofing Institute; www.tileroofing.org.
- 194. UL Underwriters Laboratories Inc.; www.ul.com.
- 195. UNI Uni-Bell PVC Pipe Association; www.uni-bell.org.
- 196. USAV USA Volleyball; www.usavolleyball.org.
- 197. USGBC U.S. Green Building Council; www.usgbc.org.
- 198. USITT United States Institute for Theatre Technology, Inc.; www.usitt.org.
- 199. WASTEC Waste Equipment Technology Association; www.wastec.org.
- 200. WCLIB West Coast Lumber Inspection Bureau; www.wclib.org.
- 201. WCMA Window Covering Manufacturers Association; www.wcmanet.org.
- 202. WDMA Window & Door Manufacturers Association; www.wdma.com.
- 203. WI Woodwork Institute; www.wicnet.org.
- 204. WSRCA Western States Roofing Contractors Association; www.wsrca.com.
- 205. WWPA Western Wood Products Association; www.wwpa.org.
- C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

- 1. BOCA International, Inc. (See ICC)
- 2. IAPMO International Association of Plumbing and Mechanical Officials; <a href="https://www.iapmo.org">www.iapmo.org</a>.
- ICC International Code Council; <u>www.iccsafe.org</u>.
- 4. ICC-ES ICC Evaluation Service, LLC; <u>www.icc-es.org</u>.
- 5. FBC Florida Building Code; <u>www.floridabuilding.org</u>.
- 6. FFPC Florida Fire Prevention Code; <a href="http://www.myfloridacfo.com/division/sfm/BFP/FloridaFirePreventionCodePage.htm">http://www.myfloridacfo.com/division/sfm/BFP/FloridaFirePreventionCodePage.htm</a>.
- 7. SBCCI Southern Building Code Congress International, Inc. (See ICC)
- D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.
  - 1. COE Army Corps of Engineers; <a href="www.usace.army.mil">www.usace.army.mil</a>.
  - 2. CPSC Consumer Product Safety Commission; <a href="www.cpsc.gov">www.cpsc.gov</a>.
  - 3. DOC Department of Commerce; National Institute of Standards and Technology; <a href="https://www.nist.gov">www.nist.gov</a>.
  - DOD Department of Defense; <u>www.quicksearch.dla.mil</u>.
  - 5. DOE Department of Energy; <a href="www.energy.gov">www.energy.gov</a>.
  - 6. EPA Environmental Protection Agency; <a href="www.epa.gov">www.epa.gov</a>.
  - 7. FAA Federal Aviation Administration; <a href="www.faa.gov">www.faa.gov</a>.
  - 8. FCC Federal Communications Commission; <a href="www.fcc.gov">www.fcc.gov</a>.
  - 9. FDA Food and Drug Administration; <u>www.fda.gov</u>.
  - 10. FG Federal Government Publications; www.gpo.gov/fdsys.
  - 11. GSA General Services Administration: www.gsa.gov.
  - 12. HUD Department of Housing and Urban Development; www.hud.gov.
  - 13. LBL Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; www.eetd.lbl.gov.
  - 14. NCHRP National Cooperative Highway Research Program; (See TRB).
  - 15. NIST National Institute of Standards and Technology; <a href="www.nist.gov">www.nist.gov</a>.
  - 16. OSHA Occupational Safety & Health Administration; <a href="www.osha.gov">www.osha.gov</a>.
  - 17. SD Department of State; www.state.gov.
  - 18. TRB Transportation Research Board; National Cooperative Highway Research Program; The National Academies; <a href="https://www.trb.org">www.trb.org</a>.
  - 19. USDA Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
  - 20. USDA Department of Agriculture; Rural Utilities Service; www.usda.gov.
  - 21. USDOJ Department of Justice; Office of Justice Programs; National Institute of Justice; www.oip.usdoi.gov.
  - 22. USP U.S. Pharmacopeial Convention; www.usp.org.
  - 23. USPS United States Postal Service; www.usps.com.
- E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.
  - 1. ADAAG Americans with Disabilities Act (ADA); Architectural Barriers Act (ABA); Accessibility Guidelines for Buildings and Facilities; <a href="www.access-board.gov">www.access-board.gov</a>.

2. CFR - Code of Federal Regulations; Available from Government Printing Office; <a href="https://www.gpo.gov/fdsys">www.gpo.gov/fdsys</a>.

- 3. DOD Department of Defense; Military Specifications and Standards; Available from DLA Document Services; <a href="https://www.quicksearch.dla.mil">www.quicksearch.dla.mil</a>.
- 4. DSCC Defense Supply Center Columbus; (See FS).
- 5. FED-STD Federal Standard; (See FS).
- 6. FS Federal Specification; Available from DLA Document Services; www.quicksearch.dla.mil.
  - a. Available from Defense Standardization Program; www.dsp.dla.mil.
  - b. Available from General Services Administration; <a href="www.gsa.gov">www.gsa.gov</a>.
  - c. Available from National Institute of Building Sciences/Whole Building Design Guide; <a href="www.wbdg.org/ccb">www.wbdg.org/ccb</a>.
- 7. FTMS Federal Test Method Standard; (See FS).
- 8. MILSPEC Military Specification and Standards; (See DOD).
- 9. UFAS Uniform Federal Accessibility Standards; <a href="www.access-board.gov">www.access-board.gov</a>.
- 10. USAB United States Access Board; www.access-board.gov.
- 11. USATBCB U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).
- F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.
  - 1. DCA Florida Department of Community Affairs; Florida Emergency Management; www.dca.state.fl.us.
  - 2. FDEP Florida Department of Environmental Protection; www.dep.state.fl.us.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 014200** 

# SECTION 015000 TEMPORARY FACILITIES AND CONTROLS

### **PART 1 - GENERAL**

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

### 1.2 SUMMARY

- A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Sections include the following:
  - 1. Division 01 Section "Summary" for limitations on utility interruptions and other work restrictions.
  - 2. Division 31 Section "Dewatering" for disposal of ground water at Project site.
  - 3. Division 32 Section "Asphalt Paving" for construction and maintenance of asphalt paving for temporary roads and paved areas.
  - 4. Division 32 Section "Concrete Paving" for construction and maintenance of cement concrete pavement for temporary roads and paved areas.

### 1.3 **DEFINITIONS**

A. Permanent Enclosure: As determined by Architect, permanent or temporary roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

### 1.4 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, City's representatives, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Sewer Service: Pay sewer-service use charges for sewer usage by all entities for construction operations.
- C. Water Service: Pay water-service use charges for water used by all entities for construction operations.
- D. Electric Power Service: Pay electric-power-service use charges for electricity used by all entities for construction operations.
- E. Water and Sewer Service from Existing System: Water from City's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

F. Electric Power Service from Existing System: Electric power from City's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

G. Sewer, Water, and Electric Power Service: Use charges are specified in Division 01 Section "Multiple Contract Summary."

### 1.5 INFORMATIONAL SUBMITTALS

- A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.
- B. Implementation and Termination Schedule: Within 15 days of date established for commencement of the Work, submit schedule indicating implementation and termination dates of each temporary utility.
- C. Project Identification and Temporary Signs: Show fabrication and installation details, including plans, elevations, details, layouts, typestyles, graphic elements, and message content.
- D. Erosion- and Sedimentation-Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
- E. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.
- F. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage.
  - 1. Describe delivery, handling, and storage provisions for materials subject to water absorption or water damage.
  - 2. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.
  - 3. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
- G. Dust- and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust- and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Identify further options if proposed measures are later determined to be inadequate. Include the following:
  - 1. Locations of dust-control partitions at each phase of work.
  - 2. HVAC system isolation schematic drawing.
  - 3. Location of proposed air-filtration system discharge.
  - 4. Waste handling procedures.
  - 5. Other dust-control measures.

# 1.6 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and Florida Accessibility Code.

# 1.7 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before City's acceptance, regardless of previously assigned responsibilities.

# **PART 2 - PRODUCTS**

### 2.1 MATERIALS

- A. Chain-Link Fencing: Minimum 2-inch, 0.148-inch-thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts; minimum 2-3/8-inch-OD line posts and 2-7/8-inch-OD corner and pull posts, with 1-5/8-inch-OD top rails.
- B. Portable Chain-Link Fencing: Minimum 2-inch, 0.148-inch-thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts; minimum 2-3/8-inch-OD line posts and 2-7/8-inch-OD corner and pull posts, with 1-5/8-inch-OD top and bottom rails. Provide concrete bases for supporting posts.
- C. Fencing Windscreen Privacy Screen: Polyester fabric scrim with grommets for attachment to chain link fence, sized to height of fence, in color selected by Architect from manufacturer's standard colors.
- D. Wood Enclosure Fence: Plywood, 6 feet high, framed with four 2-by-4-inch rails, with preservative-treated wood posts spaced not more than 8 feet apart.
- E. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10-mil minimum thickness, with flame-spread rating of 15 or less per ASTM E 84 and passing NFPA 701 Test Method 2.
- F. Dust-Control Adhesive-Surface Walk-off Mats: Provide mats minimum 36 by 60 inches.
- G. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.

### 2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: Of sufficient size to accommodate needs of construction

personnel, including City's Representative. Keep office clean and orderly. Furnish and equip offices as follows:

- 1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
- Conference room of sufficient size to accommodate meetings of 10 to 12 individuals.
   Provide electrical power service and 120-V ac duplex receptacles, with not less than 1 receptacle on each wall. Furnish room with conference table, chairs, and 4-foot-square tack board.
- 3. Drinking water and private toilet.
- 4. Coffee machine and supplies.
- 5. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 76 deg F.
- 6. Lighting fixtures capable of maintaining average illumination of 20 fc at desk height.
- 7. Dedicated telephone line for facsimile machine.
- 8. Facsimile machine and all supplies, including maintenance and electrical service.
- 9. Copy machine and all supplies, including maintenance and electrical service.
- C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
  - 1. Store combustible materials apart from building.
- D. The following additional facilities as required for completion of the work.
  - 1. Construction signs.
  - 2. Contractor's and subcontractor's equipment.
  - 3. Temporary containers for construction waste materials.
  - 4. Temporary barricades, railings and fences.

### 2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless City authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
  - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
  - 2. Heating Units: Listed and labeled for type of fuel being consumed, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
  - 3. Permanent HVAC System: If City authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return air grille in system and remove at end of construction and clean HVAC system as required in Division 01 Section "Closeout Procedures".
- C. Air-Filtration Units: Primary and secondary HEPA-filter-equipped portable units with four-stage filtration. Provide single switch for emergency shutoff. Configure to run continuously.

### **PART 3 - EXECUTION**

# 3.1 TEMPORARY FACILITIES, GENERAL

- A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
  - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

### 3.2 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
  - Locate facilities to limit site disturbance as specified in Division 01 Section "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

### 3.3 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
  - 1. Arrange with utility company, City, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
  - 1. Connect temporary sewers to city system as directed by authorities having jurisdiction.
- C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.
- D. Water Service: Connect to City's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to City. At Substantial Completion, restore these facilities to condition existing before initial use.
- E. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
  - 1. Toilets: Use of City's existing toilet facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to City. At Substantial Completion, restore these facilities to condition existing before initial use.
- F. Temporary Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment

that will not have a harmful effect on completed installations or elements being installed.

- Provide temporary dehumidification systems when required to reduce ambient and substrate moisture levels to level required to allow installation or application of finishes and their proper curing or drying.
- G. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
  - 1. Prior to commencing work, isolate the HVAC system in area where work is to be performed according to coordination drawings.
    - a. Disconnect supply and return ductwork in work area from HVAC systems servicing occupied areas.
    - b. Maintain negative air pressure within work area using HEPA-equipped airfiltration units, starting with commencement of temporary partition construction, and continuing until removal of temporary partitions is complete.
  - 2. Maintain dust partitions during the Work. Use vacuum collection attachments on dustproducing equipment. Isolate limited work within occupied areas using portable dustcontainment devices.
  - 3. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.
- H. Electric Power Service: Connect to City's existing electric power service. Maintain equipment in a condition acceptable to City.
- I. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
  - 1. Install electric power service overhead unless otherwise indicated.
  - 2. Connect temporary service to City's existing power source, as directed by City.
- J. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
  - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
  - 2. Install lighting for Project identification sign.
- K. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel. Install at least one telephone line(s) for each field office.
  - 1. Provide additional telephone lines for the following:
    - a. Provide a dedicated telephone line for each facsimile machine in each field office
    - b. Provide one telephone line(s) for City's use.
  - 2. At each telephone, post a list of important telephone numbers.
    - a. Police and fire departments.
    - b. Ambulance service.

- c. Contractor's home office.
- d. Contractor's emergency after-hours telephone number.
- e. Architect's office.
- f. Engineers' offices.
- g. City's office.
- h. Principal subcontractors' field and home offices.
- 3. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.
- L. Electronic Communication Service: Provide temporary electronic communication service, including electronic mail, in common-use facilities.
  - 1. Provide DSL in primary field office.

### 3.4 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
  - 1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
  - 2. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to City.
- B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas as indicated within construction limits indicated on Drawings.
  - 1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.
- C. Temporary Use of Permanent Roads and Paved Areas: Locate temporary roads and paved areas in same location as permanent roads and paved areas. Construct and maintain temporary roads and paved areas adequate for construction operations. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.
  - 1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
  - 2. Prepare subgrade and install subbase and base for temporary roads and paved areas according to Division 31 Section "Earth Moving."
  - 3. Recondition base after temporary use, including removing contaminated material, regrading, proofrolling, compacting, and testing.
  - Delay installation of final course of permanent hot-mix asphalt pavement until immediately before Substantial Completion. Repair hot-mix asphalt base-course pavement before installation of final course according to Division 32 Section "Asphalt Paving."
- D. Traffic Controls: Comply with requirements of authorities having jurisdiction.

- 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
- 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- E. Parking: Provide temporary parking within City authorized designated areas for construction personnel.
- F. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
  - 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.
- G. Project Identification and Temporary Signs: Provide Project identification and other signs as indicated in contract documents. Install signs where indicated to inform public and individuals seeking entrance to Project. Unauthorized signs are not permitted.
  - 1. Provide temporary, directional signs for construction personnel and visitors.
  - 2. Maintain and touchup signs so they are legible at all times.
- H. Waste Disposal Facilities: Comply with requirements specified in Division 01 Section "Construction Waste Management and Disposal."
- I. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Division 01 Section "Execution."
- J. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
  - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- K. Temporary Elevator Use: See Division 14 Sections for temporary use of new elevators.
- L. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate.
- M. Temporary Use of Permanent Stairs: Cover finished, permanent stairs with protective covering of plywood or similar material so finishes will be undamaged at time of acceptance.

# 3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
  - 1. Where access to adjacent properties is required in order to affect protection of existing facilities, obtain written permission from adjacent property owner to access property for that purpose.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

- 1. Comply with work restrictions specified in Division 01 Section "Summary."
- C. Temporary Erosion and Sedimentation Control: Comply with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent and requirements specified in Division 31 Section "Site Clearing."
- D. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
  - 1. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant- protection zones.
  - 2. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
  - 3. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
  - 4. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.
- E. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- F. Tree and Plant Protection: Comply with requirements specified in Division 01 Section "Temporary Tree and Plant Protection."
- G. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- A. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials approved by authorities having jurisdiction.
- B. Site Enclosure Fence: Before construction operations begin and prior to commencing earthwork, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
  - 1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
  - 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Furnish one set of keys to City.
- C. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.
- D. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having

- jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- E. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- F. Covered Walkway: Erect protective, covered walkway for passage of individuals through or adjacent to Project site. Coordinate with entrance gates, other facilities, and obstructions. Comply with regulations of authorities having jurisdiction and requirements indicated on Drawings.
  - 1. Construct covered walkways using scaffold or shoring framing.
  - Provide overhead decking, protective enclosure walls, handrails, barricades, warning 2. signs, exit signs, lights, safe and well-drained walkways, and similar provisions for protection and safe passage.
  - 3. Paint and maintain appearance of walkway for duration of the Work.
- G. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
  - 1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.
- Η. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate occupied areas from fumes and noise.
  - 1. Construct dustproof partitions with gypsum wallboard with joints taped on occupied side, and fire-retardant-treated plywood on construction operations side.
  - Construct dustproof partitions with two layers of 6-mil polyethylene sheet on each side. Cover floor with two layers of 6-mil polyethylene sheet, extending sheets 18 inches up the sidewalls. Overlap and tape full length of joints. Cover floor with fire-retardanttreated plywood.
    - Construct vestibule and airlock at each entrance through temporary partition with a. not less than 48 inches between doors. Maintain water-dampened foot mats in vestibule.
  - 3. Where fire-resistance-rated temporary partitions are indicated or are required by authorities having jurisdiction, construct partitions according to the rated assemblies.
  - Insulate partitions to control noise transmission to occupied areas. 4.
  - Seal joints and perimeter. Equip partitions with gasketed dustproof doors and security 5. locks where openings are required.
  - Protect air-handling equipment. 6.
  - Provide walk-off mats at each entrance through temporary partition. 7.
- Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types I. needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
  - Prohibit smoking in construction areas. Comply with additional limits on smoking specified in other Sections.

2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.

- 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
- 4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

### 3.6 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture-Protection Plan: Describe delivery, handling, storage, installation, and protection provisions for materials subject to water absorption or water damage.
  - 1. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.
  - 2. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
  - 3. Indicate methods to be used to avoid trapping water in finished work.
- B. Exposed Construction Period: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
  - 1. Protect porous materials from water damage.
  - 2. Protect stored and installed material from flowing or standing water.
  - 3. Keep porous and organic materials from coming into prolonged contact with concrete.
  - 4. Remove standing water from decks.
  - 5. Keep deck openings covered or dammed.
- C. Partially Enclosed Construction Period: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
  - 1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
  - 2. Keep interior spaces reasonably clean and protected from water damage.
  - 3. Periodically collect and remove waste containing cellulose or other organic matter.
  - 4. Discard or replace water-damaged material.
  - 5. Do not install material that is wet.
  - 6. Discard and replace stored or installed material that begins to grow mold.
  - 7. Perform work in a sequence that allows wet materials adequate time to dry before enclosing the material in gypsum board or other interior finishes.
- D. Controlled Construction Period: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
  - 1. Control moisture and humidity inside building by maintaining effective dry-in conditions.

2. Use temporary or permanent HVAC system to control humidity within ranges specified for installed and stored materials.

- 3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.
  - a. Hygroscopic materials that may support mold growth, including wood and gypsum-based products, that become wet during the course of construction and remain wet for 48 hours are considered defective and require replacing.
  - b. Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record readings beginning at time of exposure and continuing daily for 48 hours. Identify materials containing moisture levels higher than allowed. Report findings in writing to Architect.
  - c. Remove and replace materials that cannot be completely restored to their manufactured moisture level within 48 hours.

# 3.7 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
  - Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Operate Project-identification-sign lighting daily from dusk until 12:00 midnight.
- D. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- E. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  - 1. Materials and facilities that constitute temporary facilities are property of Contractor. City reserves right to take possession of Project identification signs.
  - 2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
  - 3. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

# **END OF SECTION 015000**

# SECTION 015639 TEMPORARY TREE AND PLANT PROTECTION

### **PART 1 - GENERAL**

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

### 1.2 SUMMARY

- A. Section includes general protection and pruning of existing trees and plants that are affected by execution of the Work, whether temporary or permanent construction.
- B. Related Sections:
  - 1. Division 01 Section "Temporary Facilities and Controls" for temporary site fencing.
  - 2. Division 31 Section "Site Clearing" for removing existing trees and shrubs.

### 1.3 **DEFINITIONS**

- A. Caliper: Diameter of a trunk measured by a diameter tape or the average of the smallest and largest diameters at 6 inches above the ground for trees up to, and including, 4-inch size; and 12 inches above the ground for trees larger than 4-inch size.
- B. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction, and indicated on Drawings.
- C. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction, and indicated on Drawings defined by a circle concentric with each tree with a radius 1.5 times the diameter of the drip line unless otherwise indicated.
- D. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

# 1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Verification: For each type of the following:
  - 1. Organic Mulch: 1-pint volume of organic mulch; in sealed plastic bags labeled with composition of materials by percentage of weight and source of mulch.
  - 2. Protection-Zone Fencing: Assembled Samples of manufacturer's standard size made from full-size components.
  - 3. Protection-Zone Signage: Full-size Samples of each size and text, ready for installation.

C. Tree Pruning Schedule: Written schedule detailing scope and extent of pruning of trees to remain that interfere with or are affected by construction.

- 1. Species and size of tree.
- 2. Location on site plan. Include unique identifier for each.
- 3. Reason for pruning.
- 4. Description of pruning to be performed.
- 5. Description of maintenance following pruning.
- D. Qualification Data: For qualified arborist and tree service firm.
- E. Certification: From arborist, certifying that trees indicated to remain have been protected during construction according to recognized standards and that trees were promptly and properly treated and repaired when damaged.
- F. Maintenance Recommendations: From arborist, for care and protection of trees affected by construction during and after completing the Work.
- G. Existing Conditions: Documentation of existing trees and plantings indicated to remain, which establishes preconstruction conditions that might be misconstrued as damage caused by construction activities.
  - 1. Use sufficiently detailed photographs or videotape.
  - 2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plants designated to remain.

# 1.5 QUALITY ASSURANCE

- A. Arborist Qualifications: Certified Arborist as certified by ISA.
- B. Tree Service Firm Qualifications: An experienced tree service firm that has successfully completed temporary tree and plant protection work similar to that required for this Project and that will assign an experienced, qualified arborist to Project site during execution of the Work.
- C. Preinstallation Conference: Conduct conference at Project site.
  - 1. Review methods and procedures related to temporary tree and plant protection including, but not limited to, the following:
    - a. Construction schedule. Verify availability of materials, personnel, and equipment needed to make progress and avoid delays.
    - b. Enforcing requirements for protection zones.
    - c. Arborist's responsibilities.
    - d. Field quality control.

### 1.6 PROJECT CONDITIONS

- A. The following practices are prohibited within protection zones:
  - 1. Storage of construction materials, debris, or excavated material.
  - 2. Parking vehicles or equipment.
  - 3. Foot traffic.
  - 4. Erection of sheds or structures.

- 5. Impoundment of water.
- 6. Excavation or other digging unless otherwise indicated.
- 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- B. Do not direct vehicle or equipment exhaust toward protection zones.
- C. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones and organic mulch.

### **PART 2 - PRODUCTS**

### 2.1 MATERIALS

- A. Topsoil: Natural or cultivated top layer of the soil profile or manufactured topsoil; containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 1 inch in diameter; and free of weeds, roots, and toxic and other nonsoil materials.
  - 1. Obtain topsoil only from well-drained sites where topsoil is 4 inches deep or more; do not obtain from bogs or marshes.
- B. Topsoil: Imported or manufactured topsoil complying with ASTM D 5268.
- C. Organic Mulch: Free from deleterious materials and suitable as a top dressing for trees and shrubs, consisting of one of the following:
  - 1. Type: Wood and bark chips.
  - 2. Size Range: 3 inches maximum, 1/2 inch minimum.
  - 3. Color: Natural.
- D. Protection-Zone Fencing: Fencing fixed in position and meeting the following requirements. Previously used materials may be used when approved by Architect.
  - Chain-Link Protection-Zone Fencing: Galvanized-steel fencing fabricated from minimum 2-inch opening, 0.148-inch-diameter wire chain-link fabric; with pipe posts, minimum 2-3/8-inch-OD line posts, and 2-7/8-inch-OD corner and pull posts; with 1-5/8-inch-OD top rails; with 0.177-inch-diameter top tension wire and 0.177-inchdiameter bottom tension wire; with tie wires, hog ring ties, and other accessories for a complete fence system.
    - a. Height: 6 feet.

b.

- 2. Gates: Single or Double swing access gates matching material and appearance of fencing, to allow for maintenance activities within protection zones; leaf width 36 inches min. and or as indicated.
- E. Protection-Zone Signage: Shop-fabricated, rigid plastic or metal sheet with attachment holes prepunched and reinforced; legibly printed with nonfading lettering and as follows:
  - 1. Size and Text: information to be provided by City of Fort Lauderdale.
  - 2. Lettering: 3-inch-high minimum, characters on white background information to be provided by City of Fort Lauderdale.

### **PART 3 - EXECUTION**

### 3.1 EXAMINATION

- A. Erosion and Sedimentation Control: Examine the site to verify that temporary erosion- and sedimentation-control measures are in place. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
- B. For the record, prepare written report, endorsed by arborist, listing conditions detrimental to tree and plant protection.

### 3.2 PREPARATION

- A. Locate and clearly identify trees, shrubs, and other vegetation to remain or to be relocated. Tie a 1-inch blue-vinyl tape around each tree trunk at 54 inches above the ground.
- B. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.
- C. Tree-Protection Zones: Mulch areas inside tree-protection zones and other areas indicated.
  - Apply 4-inch average thickness of organic mulch. Do not place mulch within 6 inches
    of tree trunks.

# 3.3 TREE- AND PLANT-PROTECTION ZONES

- A. Protection-Zone Fencing: Install protection-zone fencing along edges of protection zones before materials or equipment are brought on the site and construction operations begin in a manner that will prevent people and animals from easily entering protected area except by entrance gates. Construct fencing so as not to obstruct safe passage or visibility at vehicle intersections where fencing is located adjacent to pedestrian walkways or in close proximity to street intersections, drives, or other vehicular circulation.
  - Chain-Link Fencing: Install to comply with ASTM F 567 and with manufacturer's written instructions.
  - 2. Posts: Set or drive posts into ground one-third the total height of the fence without concrete footings. Where a post is located on existing paving or concrete to remain, provide appropriate means of post support acceptable to Architect.
  - Access Gates: Install where indicated; adjust to operate smoothly, easily, and quietly, free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.
- B. Protection-Zone Signage: Install protection-zone signage in visibly prominent locations in a manner approved by Architect. Install one sign spaced approximately every 20 feet on protection-zone fencing, but no fewer than four signs with each facing a different direction.
- C. Maintain protection zones free of weeds and trash.

D. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Architect.

- E. Maintain protection-zone fencing and signage in good condition as acceptable to Architect and remove when construction operations are complete and equipment has been removed from the site.
  - 1. Do not remove protection-zone fencing, even temporarily, to allow deliveries or equipment access through the protection zone.
  - 2. Temporary access is permitted subject to preapproval in writing by arborist if a root buffer effective against soil compaction is constructed as directed by arborist. Maintain root buffer so long as access is permitted.

# 3.4 EXCAVATION

- A. General: Excavate at edge of protection zones and for trenches indicated within protection zones according to requirements in Division 31 Section "Earth Moving."
- B. Trenching near Trees: Where utility trenches are required within protection zones, hand excavate under or around tree roots or tunnel under the roots by drilling, auger boring, or pipe jacking. Do not cut main lateral tree roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots as required for root pruning.
- C. Redirect roots in backfill areas where possible. If encountering large, main lateral roots, expose roots beyond excavation limits as required to bend and redirect them without breaking. If encountered immediately adjacent to location of new construction and redirection is not practical, cut roots approximately 3 inches back from new construction and as required for root pruning.
- D. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in a moist condition. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.

### 3.5 ROOT PRUNING

- A. Prune roots that are affected by temporary and permanent construction. Prune roots as shown on Drawings and as follows:
  - 1. Cut roots manually by digging a trench and cutting exposed roots with sharp pruning instruments; do not break, tear, chop, or slant the cuts. Do not use a backhoe or other equipment that rips, tears, or pulls roots.
  - 2. Cut Ends: Do not paint cut root ends.
  - 3. Temporarily support and protect roots from damage until they are permanently redirected and covered with soil.
  - 4. Cover exposed roots with burlap and water regularly.
  - 5. Backfill as soon as possible according to requirements in Division 31 Section "Earth Moving."
- B. Root Pruning at Edge of Protection Zone: Prune roots flush with the edge of the protection zone, by cleanly cutting all roots to the depth of the required excavation.

C. Root Pruning within Protection Zone: Clear and excavate by hand to the depth of the required excavation to minimize damage to root systems. Use narrow-tine spading forks, comb soil to expose roots, and cleanly cut roots as close to excavation as possible.

### 3.6 CROWN PRUNING

- A. Prune branches that are affected by temporary and permanent construction. Prune branches as follows:
  - Prune trees to remain to compensate for root loss caused by damaging or cutting root system. Provide subsequent maintenance during Contract period as recommended by arborist.
  - 2. Pruning Standards: Prune trees according to ANSI A300 (Part 1) and the following:
    - a. Type of Pruning: Cleaning.
    - b. Specialty Pruning: Palm and Utility.
  - 3. Cut branches with sharp pruning instruments; do not break or chop.
  - 4. Do not apply pruning paint to wounds.
- B. Chip removed branches and dispose of off-site.

# 3.7 REGRADING

- A. Lowering Grade: Where new finish grade is indicated below existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.
- B. Lowering Grade within Protection Zone: Where new finish grade is indicated below existing grade around trees, slope grade away from trees as recommended by arborist unless otherwise indicated.
  - 1. Root Pruning: Prune tree roots exposed by lowering the grade. Do not cut main lateral roots or taproots; cut only smaller roots. Cut roots as required for root pruning.
- C. Raising Grade: Where new finish grade is indicated above existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.
- D. Minor Fill within Protection Zone: Where existing grade is 2 inches or less below elevation of finish grade, fill with topsoil. Place topsoil in a single uncompacted layer and hand grade to required finish elevations.

# 3.8 FIELD QUALITY CONTROL

A. Inspections: Engage a qualified arborist to direct plant-protection measures in the vicinity of trees, shrubs, and other vegetation indicated to remain and to prepare inspection reports.

### 3.9 REPAIR AND REPLACEMENT

- A. General: Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Architect.
  - 1. Submit details of proposed root cutting and tree and shrub repairs.

2. Have arborist perform the root cutting, branch pruning, and damage repair of trees and shrubs.

- 3. Treat damaged trunks, limbs, and roots according to arborist's written instructions.
- 4. Perform repairs within 24 hours.
- 5. Replace vegetation that cannot be repaired and restored to full-growth status, as determined by Architect.
- B. Trees: Remove and replace trees indicated to remain that are more than 66 percent dead or in an unhealthy condition before the end of the corrections period or are damaged during construction operations that Architect determines are incapable of restoring to normal growth pattern.
  - 1. Provide new trees of same size and species as those being replaced for each tree that measures 4 inches or smaller in caliper size.
  - 2. Provide one new tree(s) of 4-inch caliper size for each tree being replaced that measures more than 4 inches in caliper size.
    - a. Species: Species selected by Architect.
  - 3. Plant and maintain new trees as specified in Division 32 Section "Plants."
- C. Soil Aeration: Where directed by Architect, aerate surface soil compacted during construction. Aerate 10 feet beyond drip line and no closer than 36 inches to tree trunk. Drill 2-inch-diameter holes a minimum of 12 inches deep at 24 inches o.c. Backfill holes with an equal mix of augered soil and sand.

### 3.10 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Remove excess excavated material, displaced trees, trash and debris, and legally dispose of them off City's property.

**END OF SECTION 015639** 

# **SECTION 015900 - CONSTRUCTION PROJECT SIGN**

### **PART 1 - GENERAL**

Contractor shall furnish a 4' x 8' sign, below is a sample, not specific to the project. Sign shall be made to be weather resistant and on display for entire length of contract. Shop drawings must be submitted prior to sign construction. The exact style and design of the sign will be provided during the preconstruction meeting.



See Page 2, "Construction Sign Request Form", for information on the sign for this Project.

### **END OF SECTION**

# **Construction Sign Request Form**

Title (Bold):	
Title (Not Bold):	
What's Happening?	
Benefits:	•
Number of Neighbors Benefitted:	Cost.
Month and Year of Expected Completion:	Contractor:
Phone: 954-828-8000 We're Working On:	
Project Manager Signature	Date
Senior Project Manager Signature	Date

# SECTION 016000 PRODUCT REQUIREMENTS

### **PART 1 - GENERAL**

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. Related Sections include the following:
  - 1. Division 01 Section "Allowances" for products selected under an allowance.
  - 2. Division 01 Section "Alternates" for products selected under an alternate.
  - 3. Division 01 Section "Substitution Procedures" for requests for substitutions.
  - 4. Division 01 Section "References" for applicable industry standards for products specified.

### 1.3 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
  - 2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
  - Comparable Product: Product that is demonstrated and approved through submittal
    process, or where indicated as a product substitution, to have the indicated qualities
    related to type, function, dimension, in-service performance, physical properties,
    appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

### 1.4 ACTION SUBMITTALS

A. Comparable Product Requests: Submit request for consideration of each comparable

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product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

- 1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
- Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 10 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
  - a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."
  - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

### 1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
  - 1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
  - 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

# 1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
  - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
  - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  - 4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

### C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.

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- 2. Store materials in a manner that will not endanger Project structure.
- 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
- 4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
- 5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
- 6. Protect stored products from damage and liquids from freezing.
- 7. Provide a secure location and enclosure at Project site for storage of materials and equipment by City's construction forces. Coordinate location with City.

### 1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
  - 1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to City.
  - 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for City.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
  - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  - 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
  - 3. See Divisions 02 through 33 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

### **PART 2 - PRODUCTS**

# 2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
  - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  - 3. City reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
  - 4. Where products are accompanied by the term "as selected," Architect will make selection.

5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.

- 6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.
  - a. Submit additional documentation required by Architect in order to establish equivalency of proposed products. Evaluation of "or equal" product status is by the Architect, whose determination is final.

### B. Product Selection Procedures:

- 1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
- 2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
- Products:
  - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
  - b. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.

### 4. Manufacturers:

- a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
- b. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.
- 5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
- C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample.

Architect's decision will be final on whether a proposed product matches.

- If no product available within specified category matches and complies with other specified requirements, comply with requirements in Division 01 Section "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

# 2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
  - 1. Evidence that the proposed product does not require revisions to the Contract Documents that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
  - 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
  - 3. Evidence that proposed product provides specified warranty.
  - 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
  - 5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

**END OF SECTION 016000** 

# SECTION 017300 EXECUTION

### **PART 1 - GENERAL**

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

### 1.2 SUMMARY

- A. This Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Construction layout.
  - 2. Field engineering and surveying.
  - 3. Installation of the Work.
  - 4. Cutting and patching.
  - 5. Coordination of City-installed products.
  - 6. Progress cleaning.
  - 7. Starting and adjusting.
  - 8. Protection of installed construction.
  - 9. Correction of the Work.

# B. Related Sections include the following:

- 1. Division 01 Section "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
- 2. Division 01 Section "Submittal Procedures" for submitting surveys.
- 3. Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of City-accepted deviations from indicated lines and levels, and final cleaning.
- 4. Division 02 Section "Selective Structure Demolition" for demolition and removal of selected portions of the building.
- 5. Division 07 Section "Penetration Firestopping" for patching penetrations in fire-rated construction.

### 1.3 **DEFINITIONS**

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

### 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For land surveyor.
- B. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.

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- C. Cutting and Patching Plan: Submit plan describing procedures at least 10 days prior to the time cutting and patching will be performed. Include the following information:
  - 1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
  - 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
  - 3. Products: List products to be used for patching and firms or entities that will perform patching work.
  - 4. Dates: Indicate when cutting and patching will be performed.
  - 5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.
    - a. Include description of provisions for temporary services and systems during interruption of permanent services and systems.
- D. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.
- E. Certified Surveys: Submit two copies signed by land surveyor.
- F. Final Property Survey: Submit 10 copies showing the Work performed and record survey data.

### 1.5 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is licensed by the State of Florida and who is experienced in providing land-surveying services of the kind indicated.
- B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
  - Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection
  - 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operational elements include the following:
    - a. Primary operational systems and equipment.
    - b. Fire separation assemblies.
    - c. Air or smoke barriers.
    - d. Fire-suppression systems.
    - e. Plumbing piping systems.
    - f. Mechanical systems piping and ducts.
    - g. Control systems.

- h. Communication systems.
- i. Fire-detection and -alarm systems.
- j. Conveying systems.
- k. Electrical wiring systems.
- I. Operating systems of special construction.
- 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:
  - a. Water, moisture, or vapor barriers.
  - b. Membranes and flashings.
  - c. Exterior curtain-wall construction.
  - d. Sprayed fire-resistive material.
  - e. Equipment supports.
  - f. Piping, ductwork, vessels, and equipment.
  - g. Noise- and vibration-control elements and systems.
- 4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- C. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.
- D. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

### PART 2 - PRODUCTS

# 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
  - 1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with requirements in Division 01 sustainable design requirements Section.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
  - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

### **PART 3 - EXECUTION**

#### 3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
  - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
  - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
  - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
  - 1. Description of the Work.
  - 2. List of detrimental conditions, including substrates.
  - 3. List of unacceptable installation tolerances.
  - 4. Recommended corrections.
- D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

# 3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown

- diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Division 01 Section "Project Management and Coordination."

### 3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
  - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
  - 2. Establish limits on use of Project site.
  - 3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
  - 4. Inform installers of lines and levels to which they must comply.
  - 5. Check the location, level and plumb, of every major element as the Work progresses.
  - 6. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
  - 7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

# 3.4 FIELD ENGINEERING

- A. Identification: City will identify existing benchmarks, control points, and property corners.
- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
  - Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.

2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.

- C. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
  - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
  - 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
  - 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.
- D. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.
- E. Final Property Survey: Engage a land surveyor to prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.
  - 1. Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.
  - 2. Recording: At Substantial Completion, have the final property survey recorded by or with authorities having jurisdiction as the official "property survey."

### 3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  - 1. Make vertical work plumb and make horizontal work level.
  - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
  - 4. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90 inches in unoccupied spaces.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
  - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
  - 2. Allow for building movement, including thermal expansion and contraction.
  - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

### 3.6 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Division 01 Section "Summary."
- F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such

services/systems before cutting to prevent interruption to occupied areas.

- G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  - In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  - 4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
  - 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
  - 6. Proceed with patching after construction operations requiring cutting are complete.
- H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
  - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
  - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
    - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    - b. Restore damaged pipe covering to its original condition.
  - 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
    - a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
  - 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an evenplane surface of uniform appearance.
  - 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building

enclosure.

I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

### 3.7 CITY-INSTALLED PRODUCTS

- A. Site Access: Provide access to Project site for City's construction forces.
- B. Coordination: Coordinate construction and operations of the Work with work performed by City's construction forces.
  - Construction Schedule: Inform City of Contractor's preferred construction schedule for City's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify City if changes to schedule are required due to differences in actual construction progress.
  - 2. Preinstallation Conferences: Include City's construction forces at preinstallation conferences covering portions of the Work that are to receive City's work. Attend preinstallation conferences conducted by City's construction forces if portions of the Work depend on City's construction.

# 3.8 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
  - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.
  - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
  - 1. Remove liquid spills promptly.
  - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Division 01 Section "Temporary Facilities and Controls." Division 01 Section "Construction Waste Management and Disposal."

- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

### 3.9 STARTING AND ADJUSTING

- A. Coordinate startup and adjusting of equipment and operating components with requirements in Division 01 Section "General Commissioning Requirements."
- B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- E. Manufacturer's Field Service: Comply with qualification requirements in Division 01 Section "Quality Requirements."

### 3.10 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

### 3.11 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 01 Section "Cutting and Patching."
  - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

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D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

# **END OF SECTION 017300**

# SECTION 017419 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

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

#### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for the following:
  - 1. Salvaging nonhazardous demolition and construction waste.
  - 2. Recycling nonhazardous construction waste.
  - 3. Disposing of nonhazardous demolition and construction waste.
- B. Related Sections include the following:
  - 1. Division 01 Section "Sustainable Design Requirements" for additional Sustainable Design Requirements.
  - 2. Division 01 Section "Temporary Facilities and Controls" for environmental-protection measures during construction, and location of waste containers at Project site.
  - Division 04 Section "Unit Masonry Assemblies" for disposal requirements for masonry waste.
  - 4. Division 31 Section "Site Clearing" for disposition of waste resulting from site clearing and removal of above- and below-grade improvements.

# 1.3 **DEFINITIONS**

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

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#### PERFORMANCE REQUIREMENTS 1.4

Α. General: Achieve end-of-Project rates for salvage/recycling of 75 percent by weight of total non-hazardous solid waste generated by the Work. Practice efficient waste management in the use of materials in the course of the Work. Use all reasonable means to divert construction and demolition waste from landfills and incinerators. Facilitate recycling and salvage of materials, including the following:

#### **Demolition Waste:** 1.

- a. Asphalt paving.
- b. Concrete.
- Concrete reinforcing steel. C.
- d.
- Concrete masonry units.
- Structural and miscellaneous steel. f.
- Equipment. g.
- Piping. h.
- Valves. i.
- Sprinklers. į.
- Electrical conduit. k.
- Ι. Copper wiring.
- Lighting fixtures. m.
- Electrical devices. n.

#### 2. **Construction Waste:**

- Masonry and CMU. a.
- Lumber. b.
- Wood sheet materials. C.
- Wood trim.
- Metals. e.
- f. Roofing.
- Insulation. g.
- Carpet and pad. h.
- Gypsum board. i.
- Pipina. į.
- k. Electrical conduit.
- I. Packaging: Regardless of salvage/recycle goal indicated in "General" Paragraph above, salvage or recycle 100 percent of the following uncontaminated packaging materials:
  - 1) Paper.
  - 2) Cardboard.
  - 3) Boxes.
  - 4) Plastic sheet and film.
  - Polystyrene packaging. 5)
  - Wood crates. 6)
  - 7) Plastic pails.

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## 1.5 ACTION SUBMITTALS

A. Waste Management Plan: Submit 3 copies of plan within 7 days of date established for the Notice to Proceed.

#### 1.6 INFORMATIONAL SUBMITTALS

- A. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit report. Use Form CWM-7 for construction waste. Include the following information:
  - 1. Material category.
  - 2. Generation point of waste.
  - 3. Total quantity of waste in tons.
  - 4. Quantity of waste salvaged, both estimated and actual in tons.
  - 5. Quantity of waste recycled, both estimated and actual in tons.
  - 6. Total quantity of waste recovered (salvaged plus recycled) in tons.
  - 7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.
- B. Waste Reduction Calculations: Before request for Substantial Completion, submit calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.
- C. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
- D. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
- E. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- F. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- A. Sustainable Design Submittal: Submit documentation to Florida Green Building Coalition, signed by Contractor, tabulating total waste material, quantities diverted and means by which it is diverted, and statement that requirements for the credit have been met. Respond to questions and requests from Florida Green Building Coalition regarding construction waste management and disposal until Florida Green Building Coalition has made its determination on the Project's certification application. Document correspondence with Florida Green Building Coalition as informational submittals.
- B. Qualification Data: For waste management coordinator and refrigerant recovery technician.
- C. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

# 1.7 QUALITY ASSURANCE

A. Waste Management Coordinator Qualifications: Experienced firm, with a record of successful waste management coordination of projects with similar requirements, that employs a LEED-Accredited Professional, certified by the USGBC, as waste management coordinator. Waste management coordinator may also serve as sustainable design coordinator.

- B. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.
- C. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.
- D. Waste Management Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to waste management including, but not limited to, the following:
  - 1. Review and discuss waste management plan including responsibilities of waste management coordinator.
  - 2. Review requirements for documenting quantities of each type of waste and its disposition.
  - 3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
  - 4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
  - 5. Review waste management requirements for each trade.

## 1.8 WASTE MANAGEMENT PLAN

- A. General: Develop a waste management plan according to ASTM E 1609 and requirements in this Section. Plan shall consist of waste identification, waste reduction work plan, and cost/revenue analysis. Distinguish between demolition and construction waste. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.
- B. Waste Identification: Indicate anticipated types and quantities of site-clearing and construction waste generated by the Work. Use Form CWM-1 for construction waste and. Include estimated quantities and assumptions for estimates.
- C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Use Form CWM-3 for construction waste. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
  - 1. Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.
  - 2. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.
  - 3. Salvaged Materials for Donation: For materials that will be donated to individuals and

- organizations, include list of their names, addresses, and telephone numbers.
- Recycled Materials: Include list of local receivers and processors and type of recycled 4. materials each will accept. Include names, addresses, and telephone numbers.
- Disposed Materials: Indicate how and where materials will be disposed of. Include 5. name, address, and telephone number of each landfill and incinerator facility.
- Handling and Transportation Procedures: Include method that will be used for 6. separating recyclable waste including sizes of containers, container labeling, and designated location where materials separation will be performed.
- D. Cost/Revenue Analysis: Indicate total cost of waste disposal as if there was no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Use Form CWM-5 for construction waste. Include the following:
  - 1. Total quantity of waste.
  - Estimated cost of disposal (cost per unit). Include hauling and tipping fees and cost of 2. collection containers for each type of waste.
  - Total cost of disposal (with no waste management). 3.
  - Revenue from salvaged materials. 4.
  - Revenue from recycled materials. 5.
  - Savings in hauling and tipping fees by donating materials. 6.
  - Savings in hauling and tipping fees that are avoided. 7.
  - Handling and transportation costs. Include cost of collection containers for each type 8. of waste.
  - 9. Net additional cost or net savings from waste management plan.

# PART 2 - PRODUCTS (Not Used)

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

#### 3.1 PLAN IMPLEMENTATION

- Α. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
  - 1. Comply with operation, termination, and removal requirements in Division 01 Section "Temporary Facilities and Controls."
- B. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan. Coordinator shall be present at Project site for duration of Project and at site meeting to be coordinated between City/owner rep and contractor.
- Training: Train workers, subcontractors, and suppliers on proper waste management C. procedures, as appropriate for the Work.
  - 1. Distribute waste management plan to everyone concerned within three days of submittal return.
  - Distribute waste management plan to entities when they first begin work on-site. 2. Review plan procedures and locations established for salvage, recycling, and disposal.

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D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

- 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
- 2. Comply with Division 01 Section "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.
- E. Waste Management in Historic Zones or Areas: Hauling equipment and other materials shall be of sizes that clear surfaces within historic spaces, areas, rooms, and openings, by 12 inches or more.

# 3.2 RECYCLING CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Recycling Receivers and Processors: List below is provided for information only; available recycling receivers and processors include, but are not limited to, the following:
  - 1. TBD by contractor.
- C. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to City.
- D. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.
- E. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.
  - 1. Provide appropriately marked containers or bins for controlling recyclable waste until removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
    - a. Inspect containers and bins for contamination and remove contaminated materials if found.
  - 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  - 3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
  - 4. Store components off the ground and protect from the weather.
  - 5. Remove recyclable waste from City's property and transport to recycling receiver or processor.

#### 3.3 RECYCLING CONSTRUCTION WASTE

- A. Packaging:
  - 1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a

- dry location.
- 2. Polystyrene Packaging: Separate and bag materials.
- 3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
- 4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

## B. Wood Materials:

- 1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
- 2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.
  - a. Comply with requirements in Division 32 Section "Plants." for use of clean sawdust as organic mulch.
- C. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location.
  - 1. Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.
    - a. Comply with requirements in Division 32 Section "Plants." for use of clean ground gypsum board as inorganic soil amendment.

#### 3.4 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
  - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Remove waste materials from City's property and legally dispose of them.

#### 3.5 ATTACHMENTS

- A. Form CWM-1 for construction waste identification.
- B. Form CWM-3 for construction waste reduction work plan.
- C. Form CWM-5 cost/revenue analysis of construction waste reduction work plan.
- D. Form CWM-7 for construction waste

# **END OF SECTION 017419**

02/08

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		FORM CWM-	1: CONSTRUCTIO	N WASTE IDENTIF	ICATION		
MATERIAL CATEGORY	GENERATION POINT	EST. QUANTITY OF MATERIALS RECEIVED* (A)	EST. WASTE - % (B)	TOTAL EST. QUANTITY OF WASTE* (C = A x B)	EST. VOLUME CY (CM)	EST. WEIGHT TONS (TONNES)	REMARKS AND ASSUMPTIONS
Packaging: Cardboard							
Packaging: Boxes							
Packaging: Plastic Sheet or Film							
Packaging: Polystyrene							
Packaging: Pallets or Skids							
Packaging: Crates							
Packaging: Paint Cans							
Packaging: Plastic Pails							
Site-Clearing Waste							
Masonry or CMU							
Lumber: Cut-Offs							
Lumber: Warped Pieces							
Plywood or OSB (scraps)							
Wood Forms							
Wood Waste Chutes							
Wood Trim (cut-offs)							
Metals							
Insulation							
Roofing							
Joint Sealant Tubes							
Gypsum Board (scraps)							
Carpet and Pad (scraps)							
Piping							
Electrical Conduit							
Other:							

<sup>\*</sup> Insert units of measure.

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

# **EVALUATIONS APPENDIX A**

02/08

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FORM CWM-3: CONSTRUCTION WASTE REDUCTION WORK PLAN								
		TOTAL EST.	DISF	OSAL METHOD AND C				
MATERIAL CATEGORY	GENERATION POINT	QUANTITY OF WASTE TONS (TONNES)	EST. AMOUNT SALVAGED TONS (TONNES)	EST. AMOUNT RECYCLED TONS (TONNES)	EST. AMOUNT DISPOSED TO LANDFILL TONS (TONNES)	HANDLING AND TRANSPORTION PROCEDURES		
Packaging: Cardboard								
Packaging: Boxes								
Packaging: Plastic Sheet or Film								
Packaging: Polystyrene								
Packaging: Pallets or Skids								
Packaging: Crates								
Packaging: Paint Cans								
Packaging: Plastic Pails								
Site-Clearing Waste								
Masonry or CMU								
Lumber: Cut-Offs								
Lumber: Warped Pieces								
Plywood or OSB (scraps)								
Wood Forms								
Wood Waste Chutes								
Wood Trim (cut-offs)								
Metals								
Insulation								
Roofing								
Joint Sealant Tubes								
Gypsum Board (scraps)								
Carpet and Pad (scraps)								
Piping								
Electrical Conduit								
Other:								

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

# **EVALUATIONS APPENDIX A**

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FORM CWM-5: COST/REVENUE ANALYSIS OF CONSTRUCTION WASTE REDUCTION WORK PLAN									
MATERIALS	TOTAL QUANTITY OF MATERIALS (VOL. OR WEIGHT) (A)	EST. COST OF DISPOSAL (B)	TOTAL EST. COST OF DISPOSAL (C = A x B)	REVENUE FROM SALVAGED MATERIALS (D)	REVENUE FROM RECYCLED MATERIALS (E)	LANDFILL TIPPING FEES AVOIDED (F)	HANDLING AND TRANSPORTATION COSTS AVOIDED (G)	NET COST SAVINGS OF WORK PLAN (H = D+E+F+G)	
Packaging: Cardboard									
Packaging: Boxes									
Packaging: Plastic Sheet or Film									
Packaging: Polystyrene									
Packaging: Pallets or Skids									
Packaging: Crates									
Packaging: Paint Cans									
Packaging: Plastic Pails									
Site-Clearing Waste									
Masonry or CMU									
Lumber: Cut-Offs									
Lumber: Warped Pieces									
Plywood or OSB (scraps)									
Wood Forms									
Wood Waste Chutes									
Wood Trim (cut-offs)									
Metals									
Insulation									
Roofing									
Joint Sealant Tubes									
Gypsum Board (scraps)									
Carpet and Pad (scraps)									
Piping									
Electrical Conduit									
Other:									

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

# **EVALUATIONS APPENDIX A**

02/08

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FORM CWM-7: CONSTRUCTION WASTE REDUCTION PROGRESS REPORT									
	GENERATIO QU N OI	TOTAL	QUANTITY OF WASTE SALVAGED		QUANTITY OF WASTE RECYCLED		TOTAL	TOTAL	
MATERIAL CATEGORY		QUANTITY OF WASTE TONS (TONNES) (A)	ESTIMATED TONS (TONNES)	ACTUAL TONS (TONNES) (B)	ESTIMATED TONS (TONNES)	ACTUAL TONS (TONNES) (C)	QUANTITY OF WASTE RECOVERED TONS (TONNES) (D = B + C)	QUANTITY OF WASTE RECOVERED % (D / A x 100)	
Packaging: Cardboard									
Packaging: Boxes									
Packaging: Plastic Sheet or Film									
Packaging: Polystyrene									
Packaging: Pallets or Skids									
Packaging: Crates									
Packaging: Paint Cans									
Packaging: Plastic Pails									
Site-Clearing Waste									
Masonry or CMU									
Lumber: Cut-Offs									
Lumber: Warped Pieces									
Plywood or OSB (scraps)									
Wood Forms									
Wood Waste Chutes									
Wood Trim (cut-offs)									
Metals									
Insulation									
Roofing									
Joint Sealant Tubes									
Gypsum Board (scraps)									
Carpet and Pad (scraps)									
Piping									
Electrical Conduit									
Other:									

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

# SECTION 017700 CLOSEOUT PROCEDURES

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

#### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final completion procedures.
  - 3. Warranties.
  - 4. Final cleaning.
  - 5. Repair of the Work.
- B. Related Sections include the following:
  - 1. Division 01 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
  - 2. Division 01 Section "Photographic Documentation" for submitting Final Completion construction photographs and negatives.
  - 3. Division 01 Section "Execution Requirements" for progress cleaning of Project site.
  - 4. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
  - 5. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
  - 6. Division 01 Section "Demonstration and Training" for requirements for instructing City's personnel.
  - 7. Divisions 02 through 33 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of cleaning agent.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest control inspection.

## 1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

# 1.6 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting City unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
  - 3. Submit closeout submittals specified in individual Divisions 02 through 33 Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 4. Submit maintenance material submittals specified in individual Divisions 02 through 33 Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number where applicable.
    - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's signature for receipt of submittals.
  - Submit test/adjust/balance records.
  - 6. Submit sustainable design submittals required in Division 01 sustainable design requirements Section and in individual Division 02 through 33 Sections.
  - 7. Submit changeover information related to City's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Advise City of pending insurance changeover requirements.
  - 2. Make final changeover of permanent locks and deliver keys to City. Advise City's personnel of changeover in security provisions.
  - 3. Complete startup and testing of systems and equipment.
  - 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
  - 5. Instruct City's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings

- specified in Division 01 Section "Demonstration and Training."
- 6. Advise City of changeover in heat and other utilities.
- 7. Participate with City in conducting inspection and walkthrough with local emergency responders.
- 8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
- 9. Complete final cleaning requirements, including touchup painting.
- 10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
  - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  - 2. Results of completed inspection will form the basis of requirements for final completion.

#### 1.7 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
  - 1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
  - Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  - 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  - 4. Submit pest-control final inspection report.
  - 5. Submit final completion photographic documentation.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
  - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

## 1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if

necessary, areas disturbed by Contractor that are outside the limits of construction.

- 1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
- 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
- 3. Include the following information at the top of each page:
  - a. Project number and name.
  - b. Date.
  - c. Name of Architect
  - d. Name of Contractor.
  - e. Page number.
- 4. Submit list of incomplete items in the following format:
  - a. MS Excel electronic file. Architect will return annotated file.
  - b. PDF electronic file. Architect will return annotated file.
  - c. Web-based project software upload. Utilize software feature for creating and updating list of incomplete items (punch list).
  - d. Three paper copies. Architect will return two copies.

## 1.9 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit City's rights under warranty.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by City during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- D. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
  - 1. Submit on digital media acceptable to Architect.
- E. Warranties in Paper Form:
  - Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11inch paper.
  - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

F. Provide additional copies of each warranty to include in operation and maintenance manuals.

#### **PART 2 - PRODUCTS**

## 2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
  - 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

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

## 3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    - f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    - g. Sweep concrete floors broom clean in unoccupied spaces.
    - h. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
    - Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.

- j. Remove labels that are not permanent.
- k. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- I. Replace parts subject to unusual operating conditions.
- m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
- o. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
  - 1) Clean HVAC system in compliance with NADCA ACR. Provide written report on completion of cleaning.
- p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
- q. Leave Project clean and ready for occupancy.
- C. Pest Control: Comply with pest control requirements in Division 01 Section "Temporary Facilities and Controls." Prepare a report.
- D. Construction Waste Disposal: Comply with waste disposal requirements in Division 01 Section "Temporary Facilities and Controls." Division 01 Section "Construction Waste Management and Disposal."

## 3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
  - 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
  - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.
    - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
  - 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
  - 4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

# **END OF SECTION 017700**

# SECTION 017823 OPERATION AND MAINTENANCE DATA

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

#### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
  - 1. Operation and maintenance documentation directory manuals.
  - 2. Emergency manuals.
  - 3. Systems and equipment operation manuals.
  - 4. Systems and equipment maintenance manuals.
  - 5. Product maintenance manuals.

# B. Related Requirements:

- 1. Division 01 Section "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
- 2. Division 01 Section "General Commissioning Requirements" for verification and compilation of data into operation and maintenance manuals.
- 3. Divisions 02 through 33 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

## 1.3 **DEFINITIONS**

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
  - 1. Architect and Commissioning Authority will comment on whether content of operation and maintenance submittals is acceptable.
  - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operation and maintenance manuals in the following format:

1. Submit on digital media acceptable to Architect. Enable reviewer comments on draft submittals.

- 2. Submit 3 paper copies. Architect will return two copies.
- C. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. Architect and Commissioning Authority will comment on whether general scope and content of manual are acceptable.
- D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect and Commissioning Authority will return copy with comments.
  - Correct or revise each manual to comply with Architect's and Commissioning Authority's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's and Commissioning Authority's comments and prior to commencing demonstration and training.
- E. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

#### 1.5 FORMAT OF OPERATION AND MAINTENANCE MANUALS

- A. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
  - 1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
  - 2. File Names and Bookmarks: Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.
- B. Manuals, Paper Copy: Submit manuals in the form of hard-copy, bound and labeled volumes.
  - 1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
    - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Crossreference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
    - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.

- 3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment. Enclose title pages and directories in clear plastic sleeves.
- 4. Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.
- 5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
  - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
  - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

# 1.6 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Organization of Manuals: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
  - 1. Title page.
  - 2. Table of contents.
  - 3. Manual contents.
- B. Title Page: Include the following information:
  - 1. Subject matter included in manual.
  - 2. Name and address of Project.
  - 3. Name and address of Owner.
  - 4. Date of submittal.
  - 5. Name and contact information for Contractor.
  - Name and contact information for Architect.
  - 7. Name and contact information for Commissioning Authority.
  - 8. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
  - 9. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
  - 1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

#### 1.7 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY MANUAL

- A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals. List items and their location to facilitate ready access to desired information. Include the following:
  - 1. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
  - 2. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
  - 3. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

# 1.8 EMERGENCY MANUALS

- A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by City's operating personnel for types of emergencies indicated.
- B. Content: Organize manual into a separate section for each of the following:
  - 1. Type of emergency.
  - 2. Emergency instructions.
  - 3. Emergency procedures.
- C. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
  - 1. Fire.
  - 2. Flood.
  - 3. Gas leak.
  - 4. Water leak.
  - Power failure.
  - 6. Water outage.
  - 7. System, subsystem, or equipment failure.
  - 8. Chemical release or spill.
- D. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of City's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- E. Emergency Procedures: Include the following, as applicable:
  - 1. Instructions on stopping.

- Shutdown instructions for each type of emergency. 2.
- Operating instructions for conditions outside normal operating limits. 3.
- Required sequences for electric or electronic systems. 4.
- Special operating instructions and procedures. 5.

#### 1.9 SYSTEMS AND EQUIPMENT OPERATION MANUALS

- Α. Systems and Equipment Operation Manual: Assemble a complete set of data indicating operation of each system, subsystem, and piece of equipment not part of a system. Include information required for daily operation and management, operating standards, and routine and special operating procedures.
  - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
  - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by City's operating personnel.
- B. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
  - System, subsystem, and equipment descriptions. Use designations for systems and 1. equipment indicated on Contract Documents.
  - Performance and design criteria if Contractor has delegated design responsibility. 2.
  - Operating standards. 3.
  - Operating procedures. 4.
  - Operating logs. 5.
  - 6. Wiring diagrams.
  - Control diagrams. 7.
  - Piped system diagrams. 8.
  - 9. Precautions against improper use.
  - License requirements including inspection and renewal dates.
- C. Descriptions: Include the following:
  - 1. Product name and model number. Use designations for products indicated on Contract Documents.
  - 2. Manufacturer's name.
  - Equipment identification with serial number of each component. 3.
  - Equipment function. 4.
  - Operating characteristics. 5.
  - Limiting conditions. 6.
  - Performance curves. 7.
  - Engineering data and tests. 8.
  - 9. Complete nomenclature and number of replacement parts.
- D. Operating Procedures: Include the following, as applicable:
  - 1. Startup procedures.
  - Equipment or system break-in procedures. 2.
  - 3. Routine and normal operating instructions.
  - Regulation and control procedures. 4.
  - Instructions on stopping.

- 6. Normal shutdown instructions.
- 7. Seasonal and weekend operating instructions.
- 8. Required sequences for electric or electronic systems.
- 9. Special operating instructions and procedures.
- E. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- F. Piped Systems: Diagram piping as installed, and identify color coding where required for identification.

# 1.10 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Systems and Equipment Maintenance Manuals: Assemble a complete set of data indicating maintenance of each system, subsystem, and piece of equipment not part of a system. Include manufacturers' maintenance documentation, preventive maintenance procedures and frequency, repair procedures, wiring and systems diagrams, lists of spare parts, and warranty information.
  - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
  - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by City's operating personnel.
- B. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranties and bonds as described below.
- C. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- D. Manufacturers' Maintenance Documentation: Include the following information for each component part or piece of equipment:
  - Standard maintenance instructions and bulletins; include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
    - a. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
  - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
  - 3. Identification and nomenclature of parts and components.
  - 4. List of items recommended to be stocked as spare parts.

- E. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
  - 1. Test and inspection instructions.
  - 2. Troubleshooting guide.
  - 3. Precautions against improper maintenance.
  - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  - 5. Aligning, adjusting, and checking instructions.
  - 6. Demonstration and training video recording, if available.
- F. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
  - 1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
  - 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- G. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- H. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- I. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
  - 1. Include procedures to follow and required notifications for warranty claims.
- J. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
  - 1. Do not use original project record documents as part of maintenance manuals.

# 1.11 PRODUCT MAINTENANCE MANUALS

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- B. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- C. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

- D. Product Information: Include the following, as applicable:
  - 1. Product name and model number.
  - 2. Manufacturer's name.
  - 3. Color, pattern, and texture.
  - 4. Material and chemical composition.
  - 5. Reordering information for specially manufactured products.
- E. Maintenance Procedures: Include manufacturer's written recommendations and the following:
  - 1. Inspection procedures.
  - 2. Types of cleaning agents to be used and methods of cleaning.
  - 3. List of cleaning agents and methods of cleaning detrimental to product.
  - 4. Schedule for routine cleaning and maintenance.
  - 5. Repair instructions.
- F. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
  - 1. Include procedures to follow and required notifications for warranty claims.

PART 2 - PRODUCTS (Not Used)

**EXECUTION (Not Used)** 

**END OF SECTION 017823** 

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# SECTION 017839 PROJECT RECORD DOCUMENTS

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

#### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
  - 1. Record Drawings.
  - 2. Record Specifications.
  - 3. Record Product Data.
  - 4. Miscellaneous record submittals
- B. Related Sections include the following:
  - Division 01 Section "Execution" for final property survey.
  - 2. Division 01 Section "Closeout Procedures" for general closeout procedures.
  - 3. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
  - 4. Divisions 02 through 33 Sections for specific requirements for project record documents of the Work in those Sections.

# 1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
  - 1. Number of Copies: Submit one set(s) of marked-up record prints.
- B. Record Specifications: Submit one paper copy and annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one paper copy and annotated PDF electronic files and directories of each submittal.
  - 1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.
- D. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit one paper copy annotated PDF electronic files and directories of each submittal.

## PART 2 - PRODUCTS

#### 2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.

- 1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
  - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
  - b. Accurately record information in an acceptable drawing technique.
  - c. Record data as soon as possible after obtaining it.
  - d. Record and check the markup before enclosing concealed installations.
  - e. Cross-reference record prints to corresponding archive photographic documentation.
- 2. Content: Types of items requiring marking include, but are not limited to, the following:
  - a. Dimensional changes to Drawings.
  - b. Revisions to details shown on Drawings.
  - c. Depths of foundations below first floor.
  - d. Locations and depths of underground utilities.
  - e. Revisions to routing of piping and conduits.
  - f. Revisions to electrical circuitry.
  - g. Actual equipment locations.
  - h. Duct size and routing.
  - i. Locations of concealed internal utilities.
  - j. Changes made by Change Order or Construction Change Directive.
  - k. Changes made following Architect's written orders.
  - I. Details not on the original Contract Drawings.
  - m. Field records for variable and concealed conditions.
  - n. Record information on the Work that is shown only schematically.
- Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
- 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
- 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
- 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
  - 1. Format: Annotated PDF electronic file with comment function enabled.
  - 2. Incorporate changes and additional information previously marked on record prints.

- Delete, redraw, and add details and notations where applicable.
- 3. Refer instances of uncertainty to Architect for resolution.
- 4. Architect will furnish Contractor one set of digital data files of the Contract Drawings for use in recording information.
  - a. See Division 01 Section "Submittal Procedures" for requirements related to use of Architect's digital data files.
  - b. Architect will provide data file layer information. Record markups in separate layers.
- C. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
  - 1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
  - 2. Format: Annotated PDF electronic file with comment function enabled.
  - 3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
  - 4. Identification: As follows:
    - a. Project name.
    - b. Date.
    - c. Designation "PROJECT RECORD DRAWINGS."
    - d. Name of Architect.
    - e. Name of Contractor.

#### 2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  - 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
  - 4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
  - 5. Note related Change Orders, record Product Data, and record Drawings where applicable.
- B. Format: Submit record Specifications as annotated PDF electronic file scanned PDF electronic file(s) of marked-up paper copy of Specifications.

## 2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

- 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
- 3. Note related Change Orders, record Specifications, and record Drawings where applicable.
- B. Format: Submit record Product Data as annotated PDF electronic file paper copy scanned PDF electronic file(s) of marked-up paper copy of Product Data.
  - 1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

#### 2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as PDF electronic file paper copy scanned PDF electronic file(s) of marked-up miscellaneous record submittals.
  - 1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

## **PART 3 - EXECUTION**

# 3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.
- C. Record Documents of water, sewer and drainage must be provided for the General Contractor by a Professional Land Surveyor and must be satisfactory for approval by the Broward County Health Department and the Broward County Department of Planning and Environmental Protection.
- D. Final pay request will not be processed until Record Documents have been completed and submitted to the City.

## **END OF SECTION 017839**

# SECTION 017900 DEMONSTRATION AND TRAINING

# **PART 1 - GENERAL**

## 1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

# 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for instructing City's personnel, including the following:
  - 1. Demonstration of operation of systems, subsystems, and equipment.
  - 2. Training in operation and maintenance of systems, subsystems, and equipment.
  - 3. Demonstration and training video recordings.

# B. Related Requirements:

- 1. Divisions 02 through 33 Sections for specific requirements for demonstration and training for products in those Sections.
- C. Allowances: Furnish demonstration and training instruction time under the Demonstration and Training Allowance as specified in Division 01 Section "Allowances."
- D. Unit Price for Instruction Time: Length of instruction time will be measured by actual time spent performing demonstration and training in required location. No payment will be made for time spent assembling educational materials, setting up, or cleaning up. See requirements in Division 01 Section "Unit Prices."

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
  - 1. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.
- B. Qualification Data: For facilitator, instructor, and videographer.
- C. Attendance Record: For each training module, submit list of participants and length of instruction time.

D. Evaluations: For each participant and for each training module, submit results and documentation of performance-based test.

#### 1.4 **CLOSEOUT SUBMITTALS**

- Demonstration and Training Video Recordings: Submit three copies within seven days Α. of end of each training module.
  - 1. Identification: On each copy, provide an applied label with the following information:
    - Name of Project. a.
    - Name and address of videographer.
    - Name of Architect. C.
    - Name of Contractor. d.
    - Date of video recording. e.
  - 2. Transcript: Prepared and bound in format matching operation and maintenance manuals. Mark appropriate identification on front and spine of each binder. Include a cover sheet with same label information as the corresponding video recording. Include name of Project and date of video recording on each page.
  - Transcript: Prepared in PDF electronic format. Include a cover sheet with same 3. label information as the corresponding video recording and a table of contents with links to corresponding training components. Include name of Project and date of video recording on each page.
  - At completion of training, submit complete training manual(s) for City's use 4. prepared and bound in format matching operation and maintenance manuals in PDF electronic file format on compact disc.

#### 1.5 **QUALITY ASSURANCE**

- Facilitator Qualifications: A firm or individual experienced in training or educating A. maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.
- B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Division 01 Section "Quality Requirements," experienced in operation and maintenance procedures and training.
- C. Videographer Qualifications: A professional videographer who is experienced photographing demonstration and training events similar to those required.
- D. Preinstruction Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to demonstration and training including, but not limited to, the following:
  - 1. Inspect and discuss locations and other facilities required for instruction.

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- 2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
- 3. Review required content of instruction.
- For instruction that must occur outside, review weather and forecasted weather 4. conditions and procedures to follow if conditions are unfavorable.

#### 1.6 COORDINATION

- A. Coordinate instruction schedule with City's operations. Adjust schedule as required to minimize disrupting City's operations and to ensure availability of City's personnel.
- Coordinate instructors, including providing notification of dates, times, length of B. instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

#### **PART 2 - PRODUCTS**

#### 2.1 **INSTRUCTION PROGRAM**

- Program Structure: Develop an instruction program that includes individual training A. modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
  - Basis of System Design, Operational Requirements, and Criteria: Include the 1. following:
    - System, subsystem, and equipment descriptions. a.
    - Performance and design criteria if Contractor is delegated design b. responsibility.
    - Operating standards.
    - Regulatory requirements. d.
    - Equipment function. e.
    - f. Operating characteristics.
    - Limiting conditions. g.
    - Performance curves. h.
  - 2. Documentation: Review the following items in detail:
    - a. Emergency manuals.

- b. Operations manuals.
- c. Maintenance manuals.
- d. Project record documents.
- e. Identification systems.
- f. Warranties and bonds.
- g. Maintenance service agreements and similar continuing commitments.
- 3. Emergencies: Include the following, as applicable:
  - a. Instructions on meaning of warnings, trouble indications, and error messages.
  - b. Instructions on stopping.
  - c. Shutdown instructions for each type of emergency.
  - d. Operating instructions for conditions outside of normal operating limits.
  - e. Sequences for electric or electronic systems.
  - f. Special operating instructions and procedures.
- 4. Operations: Include the following, as applicable:
  - a. Startup procedures.
  - b. Equipment or system break-in procedures.
  - c. Routine and normal operating instructions.
  - d. Regulation and control procedures.
  - e. Control sequences.
  - f. Safety procedures.
  - g. Instructions on stopping.
  - h. Normal shutdown instructions.
  - i. Operating procedures for emergencies.
  - j. Operating procedures for system, subsystem, or equipment failure.
  - k. Seasonal and weekend operating instructions.
  - I. Required sequences for electric or electronic systems.
  - m. Special operating instructions and procedures.
- 5. Adjustments: Include the following:
  - a. Alignments.
  - b. Checking adjustments.
  - c. Noise and vibration adjustments.
  - d. Economy and efficiency adjustments.
- 6. Troubleshooting: Include the following:
  - a. Diagnostic instructions.
  - b. Test and inspection procedures.
- 7. Maintenance: Include the following:
  - a. Inspection procedures.
  - b. Types of cleaning agents to be used and methods of cleaning.
  - c. List of cleaning agents and methods of cleaning detrimental to product.
  - d. Procedures for routine cleaning

- e. Procedures for preventive maintenance.
- f. Procedures for routine maintenance.
- g. Instruction on use of special tools.
- 8. Repairs: Include the following:
  - a. Diagnosis instructions.
  - b. Repair instructions.
  - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  - d. Instructions for identifying parts and components.
  - e. Review of spare parts needed for operation and maintenance.

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

#### 3.1 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Division 01 Section "Operations and Maintenance Data."
- B. Set up instructional equipment at instruction location.

#### 3.2 INSTRUCTION

- A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and City for number of participants, instruction times, and location.
- B. Engage qualified instructors to instruct City's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
  - 1. City will furnish an instructor to describe City's operational philosophy.
  - 2. City will furnish Contractor with names and positions of participants.
- C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
  - 1. Schedule training with City, with at least seven days' advance notice.
- D. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.
- E. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of a demonstration performance-based test.

F. Cleanup: Collect used and leftover educational materials and give to City. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

### 3.3 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

- A. General: Engage a qualified commercial videographer to record demonstration and training video recordings. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
  - 1. At beginning of each training module, record each chart containing learning objective and lesson outline.
- B. Video: Provide minimum 640 x 480 video resolution converted to.mp4 format file type acceptable to City, on electronic media.
  - 1. Electronic Media: Read-only format compact disc acceptable to City, with commercial-grade graphic label.
  - 2. File Hierarchy: Organize folder structure and file locations according to project manual table of contents. Provide complete screen-based menu.
  - 3. File Names: Utilize file names based upon name of equipment generally described in video segment, as identified in Project specifications.
  - 4. Contractor and Installer Contact File: Using appropriate software, create a file for inclusion on the Equipment Demonstration and Training DVD that describes the following for each Contractor involved on the Project, arranged according to Project table of contents:
    - a. Name of Contractor/Installer.
    - b. Business address.
    - c. Business phone number.
    - d. Point of contact.
    - e. E-mail address.
- C. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to adequately cover area of demonstration and training. Display continuous running time.
  - 1. Film training session(s) in segments not to exceed 15 minutes.
    - a. Produce segments to present a single significant piece of equipment per segment.
    - b. Organize segments with multiple pieces of equipment to follow order of Project Manual table of contents.
    - c. Where a training session on a particular piece of equipment exceeds 15 minutes, stop filming and pause training session. Begin training session again upon commencement of new filming segment.
- D. Light Levels: Verify light levels are adequate to properly light equipment. Verify equipment markings are clearly visible prior to recording.

- 1. Furnish additional portable lighting as required.
- E. Narration: Describe scenes on video recording by dubbing audio narration off-site after video recording is recorded. Include description of items being viewed.
- F. Transcript: Provide a transcript of the narration. Display images and running time captured from videotape opposite the corresponding narration segment.
- G. Preproduced Video Recordings: Provide video recordings used as a component of training modules in same format as recordings of live training.

### **END OF SECTION 017900**

FINAL PROJECT POINTS				City of Fort Lauderdale Bid 273-		
FIF	Points Below		Points Below			
Current Project Score O Categor		Category	Project Summary			
-			Minimum	Froject Summary		
Total Points A	vailable	Final Points Achieved	95			
Category 1	9	O O	0	Category 1: Project Management Points (Minimum Required Points: 0)		
Prereg 1.1	R	O O		Green Project Meeting		
PM1	3	0		Building Information Modeling		
PM2	5	0		Cost Benefit Analysis		
PM3	1	0		Green Education		
Category 2	144	0	30	Category 2: Energy Points (Minimum Required Points: 30)		
Prereg 2.1	R	U	30	Dwner Project Requirements (OPR)		
Prereq 2.2	R			Basis of Design		
Prereq 2.3	R			Testing and balancing of installed equipment		
Prereq 2.4	R			Minimum Energy Performance		
Prereq 2.5	R			Ozone Depletion Potential Management		
E1	2	0		EPA Target Finder		
E2	2	0		Portfolio Manager		
E3	10	0		Commissioning		
E4	70	0		Energy Performance Improvement		
E5	2	0		Envelope Testing		
E6	28	0		Renewable Energy Production		
E7	4	0		Green Power		
E8	4	0		Daylight Sensors		
E9	4	0		Occupancy Sensors		
E10	1	0		Interior Lighting		
E11	5	0		Lighting Power Density		
E12	2	0		Solar Study of Building		
E13	10	0		Energy Monitoring Interface		
Category 3	77	0	30	Category 3: Water Points (Minimum Required Points: 30)		
Prereq 3.1	R	U	30	Water Use Reduction, acquire at least 3 points from Section W1 (i.e. any combination of W1.1 - W1.6)		
Prereq 3.2	R			No Invasive (native or exotic) Plants		
Prereq 3.3	R			Irrigation zones for turf and landscape beds are separate		
Prereq 3.4	R			Rain shut off device installed CORRECTLY and operable		
Prereq 3.5	R			Drought Tolerant Landscape, 25%		
W1	15	0		Interior Water Use		
W2	4	0		Greywater Reuse		
W3	10	0		Rainwater Harvesting		
W4	26	0		Installed Landscape		
W5	7	0		Water Conservation Certifications		
W6	15	0		Installed Irrigation		
Category 4	75	0	10	Category 4: Site Points (Minimum Required Points: 10)		
Prereq 4.1	R	U	10	Copy of Stormwater Pollution Prevention Plan (SWPPP) and Florida Department of Environmental Protection		
S1	3	0		FDEP Professional		
S2	22	0		Site Selection		
\$3	7	0		Site Enhancement		
\$4	9	0		Reduce Heat Islands - Hardscape		
S5	4	0		Reduce Heat Islands - Hardscape  Reduce Heat Islands - Roof		
S6	4	0		Reduce Heat Islands - Building		
S7	18	0		Stormwater		
S8	4	0		Vehicular Transportation Alternatives		
S9	4	0		Exterior Lighting (not attached to building)		
Category 5	42	0	10	Category 5: Health (Minimum Required Points: 10)		
Prereq 5.1	42 R	0	10	Environmental Tobacco Smoke (ETS) Control		
Prereq 5.1 Prereq 5.2	R			Indoor Air Quality (IAQ) Management Plan, During Construction		
H1	14	0		Protect, Monitor, and Remediate Poor IAQ		
H2	7	0		Low Emitting Materials		
H3	8	0		System Controls		
H4	13	0		Productive Work Environment		
		0	5	Category 6: Materials (Minimum Required Points: 5)		
Category 6 Prereq 6.1	39	U	5	Storage & Collection of Recyclables		
	R 21	0		Material Efficiency and Global Responsibility		
M1 M2	9	0		Waste Management		
	9	0				
M3			10	Local/Regional Materials  Category 7: Disactor Mitigation (Minimum Required Boints: 10)		
Category 7	33	0	10	Category 7: Disaster Mitigation (Minimum Required Points: 10)		
DM1	16	0		Hurricane Resistance		
DM2	9	0		Pest Management Electrical Control of the Control o		
DM3	6	0		Flood Fire Recistance		
DM4	2	0		Fire Resistance		



# SECTION 018113 SUSTAINABLE DESIGN REQUIREMENTS

### **PART 1 - GENERAL**

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

### 1.2 SUMMARY

- A. Section includes general requirements and procedures for compliance with certain Florida Green Building Coalition prerequisites and credits needed for Project to obtain certification based on Florida Green Building Coalition requirements.
  - Other Florida Green Building Coalition prerequisites and credits needed to obtain Florida Green Building Coalition certification depend on material selections and may not be specifically identified as Florida Green Building Coalition requirements. Compliance with requirements needed to obtain Florida Green Building Coalition prerequisites and credits may be used as one criterion to evaluate substitution requests and comparable product requests.
  - 2. Additional Florida Green Building Coalition prerequisites and credits needed to obtain the indicated Florida Green Building Coalition certification depend on Architect's design and other aspects of Project that are not part of the Work of the Contract.
  - 3. A copy of the Florida Green Building Coalition Project checklist is attached at the end of this Section for information only.

### B. Related Sections:

 Divisions 01 through 33 Sections for Florida Green Building Coalition requirements specific to the work of each of these Sections. Requirements may or may not include reference to Florida Green Building Coalition, Sustainable Design or LEED.

### 1.3 DEFINITIONS

- A. Chain-of-Custody Certificates: Certificates signed by manufacturers certifying that wood used to make products was obtained from forests certified by an FSC-accredited certification body to comply with FSC STD-01-001, "FSC Principles and Criteria for Forest Stewardship." Certificates shall include evidence that manufacturer is certified for chain of custody by an FSC-FSC-accredited certification body.
- B. LEED: Leadership in Energy & Environmental Design.
- C. Rapidly Renewable Materials: Materials made from plants that are typically harvested within a 10-year or shorter cycle. Rapidly renewable materials include products made from bamboo, cotton, flax, jute, straw, sunflower seed hulls, vegetable oils, or wool.
- D. Regional Materials: Materials that have been extracted, harvested, or recovered, as well as manufactured, within 700 miles of Project site. If only a fraction of a product or material is

- extracted/harvested/recovered and manufactured locally, then only that percentage (by weight) shall contribute to the regional value.
- E. Recycled Content: The recycled content value of a material assembly shall be determined by weight. The recycled fraction of the assembly is then multiplied by the cost of assembly to determine the recycled content value.
  - 1. "Post-consumer" material is defined as waste material generated by households or by commercial, industrial, and institutional facilities in their role as end users of the product, which can no longer be used for its intended purpose.
  - 2. "Pre-consumer" material is defined as material diverted from the waste stream during the manufacturing process. Excluded is reutilization of materials such as rework, regrind, or scrap generated in a process and capable of being reclaimed within the same process that generated it.
- F. Recycled Content: The percentage by weight of constituents that have been recovered or otherwise diverted from the solid waste stream, either during the manufacturing process (preconsumer), or after consumer use (post-consumer).
  - 1. Spills and scraps from the original manufacturing process that are combined with other constituents after a minimal amount of reprocessing for use in further production of the same product are not recycled materials.
  - 2. Discarded materials from one manufacturing process that are used as constituents in another manufacturing process are pre-consumer recycled materials.

### 1.4 ACTION SUBMITTALS

- A. General: Submit additional Sustainable Design submittals required by other Specification Sections.
- B. Sustainable Design submittals are in addition to other submittals. If submitted item is identical to that submitted to comply with other requirements, submit duplicate copies as a separate submittal to verify compliance with indicated Florida Green Building Coalition requirements.

### 1.5 INFORMATIONAL SUBMITTALS

- A. Project Materials Cost Data: Provide statement indicating total cost for building materials used for Project, excluding mechanical, electrical, and plumbing components, and specialty items such as elevators and equipment. Include statement indicating total cost for woodbased materials used for Project.
- B. Sustainable Design Action Plans: Provide preliminary submittals within 14 days of date established for the Notice of Award indicating how the requirements will be met.
- C. Sustainable Design Progress Reports: Concurrent with each Application for Payment, submit reports comparing actual construction and purchasing activities with action plans for meeting the Florida Green Building Coalition requirements.

### 1.6 QUALITY ASSURANCE

A. Sustainable Design Coordinator: Engage an experienced LEED-Accredited Professional to coordinate Sustainable Design requirements. Sustainable Design coordinator may also serve as waste management coordinator.

#### **PART 2 - PRODUCTS**

### 2.1 RECYCLED CONTENT OF MATERIALS

- A. Provide building materials with recycled content such that post-consumer and/or post-industrial recycled content constitutes a minimum of 5 percent of cost of materials used for Project.
  - 1. Cost of post-consumer and/or post-industrial recycled content of an item shall be determined by dividing weight of recycled content in the item by total weight of the item and multiplying by cost of the item.
  - 2. Do not include mechanical and electrical components in the calculation.

### 2.2 REGIONAL MATERIALS

A. Provide a minimum of 25 percent of building materials (by cost) that are regional materials.

### 2.3 CERTIFIED WOOD

- A. Provide a minimum of 50 percent (by cost) of wood-based materials that are produced from wood obtained from forests certified by FSC, SFI or CSA
  - 1. Wood-based materials include, but are not limited to, the following materials when made from wood, engineered wood products, or wood-based panel products:
    - a. Structural framing
    - b. General dimensional framing,
    - c. Flooring,
    - d. Finishes.
    - e. Furnishings
    - f. Non-rented temporary construction applications such as bracking, concrete formwork and pedestrian barriers.

### 2.4 LOW-EMITTING MATERIALS

- A. All Adhesives and Sealants shall be low Volatile Organic Compound (VOC) and meet the VOC limits below which were established by the South Coast Air Quality Management District (SCAQMD) Rule #1168 AND all sealants used as fillers must meet or exceed the requirements of the Bay Area Air Quality Management District Regulation 8, Rule 51.
  - 1. Indoor Carpet Adhesives): 50 g/L.
  - 2. Carped Pad Adhesives): 50 g/L.
  - 3. Outdoor Carpet Adhesives: 150 g/L.
  - 4. Wood Flooring Adhesive: 100 g/L.
  - Rubber Floor Adhesives: 60 g/L.

- 6. Subfloor Adhesives): 50 g/L.
- 7. Ceramic Tile Adhesives: 65 g/L.
- 8. VCT and Asphalt Tile Adhesives): 50 g/L.
- 9. Drywall and Panel Adhesives): 50 g/L.
- 10. Cove Base Adhesives): 50 g/L.
- 11. Multipurpose Construction Adhesives: 70 g/L.
- 12. Structural Glazing Adhesives: 100 g/L.
- 13. Single Ply Roof Membrane Adhesives: 250 g/L.

### **PART 3 - EXECUTION**

### 3.1 CONSTRUCTION WASTE MANAGEMENT

A. Comply with Division 01 Section "Construction Waste Management and Disposal."

### 3.2 CONSTRUCTION INDOOR-AIR-QUALITY MANAGEMENT

- A. Comply with SMACNA's "SMACNA IAQ Guideline for Occupied Buildings under Construction."
  - 1. Replace all air filters immediately prior to occupancy.
  - 2. Filtration media shall have a Minimum Efficiency Reporting Value (MERV) of 13 as determined by ASRAE 52.2-1999 for media installed at the end of construction and a MERV of 8 for media used to protect HVAC at each return air grill during construction.

**END OF SECTION 018113** 

# SECTION 019113 GENERAL COMMISSIONING REQUIREMENTS

### **PART 1 - GENERAL**

### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. CPR and BoD documentation are included by reference for information only.

### 1.2 SUMMARY

A. Section includes general requirements that apply to implementation of commissioning without regard to specific systems, assemblies, or components.

### B. Related Sections:

- 1. Division 01 Section "Facilities Exterior Enclosure Commissioning" for commissioning process activities for building exterior enclosure, roof, and foundation systems, assemblies, equipment, and components.
- 2. Division 01 Section "Interiors Commissioning" for commissioning process activities for building interiors construction, stairways, and finish systems and assemblies.
- 3. Division 14 Section "Commissioning of Conveying Equipment" for commissioning process activities for conveying systems, assemblies, equipment, and components.
- 4. Division 21 Section "Commissioning of Fire Suppression" for commissioning process activities for fire-suppression systems, assemblies, equipment, and components.
- 5. Division 22 Section "Commissioning of Plumbing" for commissioning process activities for plumbing systems, assemblies, equipment, and components.
- 6. Division 23 Section "Commissioning of HVAC" for commissioning process activities for HVAC&R systems, assemblies, equipment, and components.
- 7. Division 25 Section "Commissioning of Integrated Automation" for commissioning process activities for integrated automation systems, assemblies, equipment, and components.
- 8. Division 26 Section "Commissioning of Electrical Systems" for commissioning process activities for electrical systems, assemblies, equipment, and components.
- 9. Division 27 Section "Commissioning of Communications" for commissioning process activities for communications systems, assemblies, equipment, and components.

 Division 28 Section "Commissioning of Electronic Safety and Security" for commissioning process activities for electronic safety and security systems, assemblies, equipment, and components.

### 1.3 DEFINITIONS

- A. BoD: Basis of Design. A document that records concepts, calculations, decisions, and product selections used to meet the CPR and to satisfy applicable regulatory requirements, standards, and guidelines. The document includes both narrative descriptions and lists of individual items that support the design process.
- B. Commissioning Plan: A document that outlines the organization, schedule, allocation of resources, and documentation requirements of the commissioning process.
- C. CxA: Commissioning Authority.
- D. CPR: City's Project Requirements. A document that details the functional requirements of a project and the expectations of how it will be used and operated. These include Project goals, measurable performance criteria, cost considerations, benchmarks, success criteria, and supporting information.
- E. Systems, Subsystems, Equipment, and Components: Where these terms are used together or separately, they shall mean "as-built" systems, subsystems, equipment, and components.

### 1.4 COMMISSIONING TEAM

- A. Members Appointed by Contractor(s): Individuals, each having the authority to act on behalf of the entity he or she represents, explicitly organized to implement the commissioning process through coordinated action. The commissioning team shall consist of, but not be limited to, representatives of each Contractor, including Project superintendent and subcontractors, installers, suppliers, and specialists deemed appropriate by the CxA.
- B. Members Appointed by City:
  - 1. CxA: The designated person, company, or entity that plans, schedules, and coordinates the commissioning team to implement the commissioning process. City will engage the CxA under a separate contract.
  - 2. Representatives of the facility user and operation and maintenance personnel.
  - 3. Architect and engineering design professionals.

### 1.5 CITY'S RESPONSIBILITIES

- A. Provide the CPR documentation to the CxA and Contractor for information and use.
- B. Assign operation and maintenance personnel and schedule them to participate in commissioning team activities.

C. Provide the BoD documentation, prepared by Architect and approved by City, to the CxA and Contractor for use in developing the commissioning plan, systems manual, and operation and maintenance training plan.

### 1.6 CONTRACTOR'S RESPONSIBILITIES

- A. Contractor shall assign representatives with expertise and authority to act on its behalf and shall schedule them to participate in and perform commissioning process activities including, but not limited to, the following:
  - 1. Evaluate performance deficiencies identified in test reports and, in collaboration with entity responsible for system and equipment installation, recommend corrective action.
  - 2. Cooperate with the CxA for resolution of issues recorded in the Issues Log.
  - 3. Attend commissioning team meetings held on a biweekly basis.
  - 4. Integrate and coordinate commissioning process activities with construction schedule.
  - 5. Review and accept construction checklists provided by the CxA.
  - 6. Complete paper and electronic construction checklists as Work is completed and provide to the Commissioning Authority on a weekly basis.
  - 7. Review and accept commissioning process test procedures provided by the Commissioning Authority.
  - 8. Complete commissioning process test procedures.

### 1.7 CxA'S RESPONSIBILITIES

- A. Organize and lead the commissioning team.
- B. Provide commissioning plan.
- C. Convene commissioning team meetings.
- D. Provide Project-specific construction checklists and commissioning process test procedures.
- E. Verify the execution of commissioning process activities using random sampling. The sampling rate may vary from 1 to 100 percent. Verification will include, but is not limited to, equipment submittals, construction checklists, training, operating and maintenance data, tests, and test reports to verify compliance with the CPR. When a random sample does not meet the requirement, the CxA will report the failure in the Issues Log.
- F. Prepare and maintain the Issues Log.
- G. Prepare and maintain completed construction checklist log.
- H. Witness systems, assemblies, equipment, and component startup.

I. Compile test data, inspection reports, and certificates; include them in the systems manual and commissioning process report.

PART 2 - PRODUCTS (Not Used)

**PART 3 - EXECUTION (Not Used)** 

**END OF SECTION 019113** 

### SECTION 023000 SUBSURFACE INVESTIGATION

### **PART 1 - GENERAL**

### 1.1 RELATED DOCUMENTS

- A. All applicable provisions of the bidding and Contract Requirements, and Division 1 General Requirements shall govern the work under this Section.
- B. Soil report prepared by Nodarse & Associates, Inc. is included as part of this specification. The City or City's Representative makes no warranties or guarantees concerning the nature of materials to be encountered on the site.
- C. Any additional sub-surface information the Contractor requires shall be the responsibility of the Contractor.
- D. Contractor to obtain a registered Land surveyor to provide a survey and subsurface survey (locating utilities etc.) prior to the start of construction.

### 1.2 WORK INCLUDED

- A. Provide all labor, materials, necessary equipment and services to complete the subsurface investigation work, as indicated on the drawings.
- B. The CONTRACTOR shall make all subsurface or surface investigations necessary to provide proper background and knowledge to determine the nature and extent of work required.
- C. The City makes no warranties or guarantees concerning the nature of materials to be encountered on the site.

### 1.3 RELATED WORK

- A. Division 31 Section– Clearing and Grubbing.
- B. Division 31 Section Earthwork.
- C. All applicable sections under Divisions 1, 2, 3, and 4.

### 1.4 MEASUREMENT AND PAYMENT

A. Work under this section shall be included in the lump sum price bid for mobilization.

### PART 2 - PRODUCTS (Not Applicable)

### PART 3 - EXECUTION (Not Applicable)

### **END OF SECTION 023000**

### SECTION 023001 GEOTECH REPORT

PLEASE SEE THE FOLLOWING REPORT BEHIND THIS SHEET

Fire Station # 54
City of Fort Lauderdale, Florida
January 9, 2013
Project No. H5125039

### Prepared for:

City of Fort Lauderdale 100 N. Andrews Avenue, Fort Lauderdale, FL

### Prepared by:

Nodarse, A Terracon Company West Palm Beach, Florida

Offices Nationwide Employee-Owned nodarse.com terracon.com



Geotechnical |

Environmental

Construction Materials

**Facilities** 

January 9, 2013



100 N. Andrews Avenue Fort Lauderdale, FL



Mr. Norman I. Schwartz, AIA

Architect

Tel: 954 828-4355

Email: NSchwartz@fortlauderdale.gov

Re:

Geotechnical Engineering Report

Fire Station #54

NE 32<sup>nd</sup> Street, City of Fort Lauderdale, Florida

City Project No. P10914 Project No: H51250039

Dear Mr. Schwartz:

Nodarse, A Terracon Company (Nodarse), has completed the geotechnical engineering services for the proposed fire station #54 at northeast corner of NE 32<sup>nd</sup> Street and NE 32<sup>nd</sup> Avenue in City of Fort Lauderdale, Florida. This study was performed in general accordance with Task order number one (1) dated November 20, 2012. This report presents the findings of the subsurface exploration and provides geotechnical recommendations concerning earthwork and the design of foundations for the fire station #54.

We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report, or if we may be of further service, please contact \u00e4s!!!!!

Sincerely,

Nodarse, A Terracon Company

(Certificate of Authorization No: 8830)

Project Engineer

**Enclosures** cc: 1-PDF

> Nodarse, A Terracon Company 2448 Metrocentre Boulevard West Palm Beach, Florida 33407 P [561] 616 0870 F [561] 616 0871 Nodarse.com Terracon.com

Geotechnical

Environmental

Construction Materials

**Facilities** 

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Exhibit C-3 Unified Soil Classification System

Fire Station #54■ Fort Lauderdale, Florida January 9, 2012 ■ Project No. H5125039



### **EXECUTIVE SUMMARY**

A geotechnical exploration has been performed for the proposed fire station #54 located at north east corner of NE 32<sup>nd</sup> Street and NE 32<sup>nd</sup> Avenue in City of Fort Lauderdale, Florida. Nodarse's geotechnical scope of work included the advancement of seven (7) soil test borings to approximate depths of 60 to 65 feet below existing site grades.

A thick layer of Peat was observed at depth ranging from 5 to 9.5 ft below existing grade. Due to the presence of this peat layer it is recommended to support the building and other structures on a deep foundations system. The peat layer can be left in place for parking and pavement areas, however we recommend using geosynthetics below the subgrade to limit future differential settlement. The following geotechnical considerations were identified:

- The proposed structure should be supported on a deep foundation system. The deep foundation system should consist of 14-inch diameter augercast piles socketed 5 feet into lower natural limestone. The lower limestone formation was encountered at depths ranging from 43.5 to 53.5 feet below the existing ground surface.
- Ground floor slabs should be structural supported on the deep foundation system.
- The site appears suitable for support of asphalt and concrete pavements with the use of geosyntheics, for the anticipated traffic volumes of 30,000 E<sub>18</sub>SALs (standard duty) and 50,000 E<sub>18</sub>SALs (heavy duty) and a design period of 20 years.

Close monitoring of the construction operations discussed herein will be critical in implementation of our recommendation. We recommend that Nodarse be retained for monitoring pile installation and placement of geosyntheics.

This summary should be used in conjunction with the entire report for design purposes. It should be recognized that details were not included or fully developed in this section, and the report must be read in its entirety for a comprehensive understanding of the items contained herein. The section titled **GENERAL COMMENTS** should be read for an understanding of the report limitations.

## GEOTECHNICAL ENGINEERING REPORT FIRE STATION #54 FORT LAUDERDALE, FLORIDA

Project No. H5125039 January 9, 2012

### 1.0 INTRODUCTION

We have completed the geotechnical engineering report for the proposed fire station to be located at north east corner of NE 32<sup>nd</sup> Street and NE 32<sup>nd</sup> Avenue in City of Fort Lauderdale, Florida as shown on the Topographic Vicinity Map included as Exhibit A-1 in Appendix A. As proposed, seven (7) SPT borings designated B-1 through B-7 were performed to a depth of 60 to 65 feet below the existing ground surface at the approximate locations indicated on the Boring Location Diagram. Logs of the soil borings are included in Appendix A of this report. A description of the field exploration procedures (Exhibit A-19) is included in Appendix A. The descriptions and results of the laboratory testing performed on soil samples obtained from the site during the field exploration are included in on the boring logs, in Section 3.3 of this report, and in Appendix B of this report.

The purpose of these services is to provide information and geotechnical engineering recommendations relative to:

- subsurface soil conditions
- deep foundation recommendation and construction consideration
- pavement design and construction
- groundwater conditions
- floor slab design and construction
- earthwork

Fire Station #54∎ Fort Lauderdale, Florida January 9, 2012 ■ Project No. H5125039



#### **PROJECT INFORMATION** 2.0

#### **Project Description** 2.1

DESCRIPTION			
Refer to the Boring Location Diagram (Exhibits A-4 in Appendix A)			
The project will include a three story fire station building with building with apparatus bay on west and generator pad on east. The proposed fire station building would replace the existing fire station building on south.			
Steel frame, concrete masonry construction and concrete floor slab			
Not provided			
Columns: 75 kips (assumed)  Walls: 2 kips per linear foot (assumed)  Slabs: 100 psf (assumed)			
Fill – not anticipated. Cuts – not anticipated.			
Standard duty: 30,000 E <sub>18</sub> SALs (assumed <sup>1</sup> ) Heavy duty: 50,000 E <sub>18</sub> SALs (assumed <sup>1</sup> )			
Nutting Engineering geotechnical report 16528.1 dated august 2012			

repetitions (E18SALs) over a 20-year design life.

#### **Site Location and Description** 2.2

ITEM	DESCRIPTION	
Location	The site is located at north east corner of intersection of 32 <sup>nd</sup> street and 32 <sup>nd</sup> avenue north of existing fire station #54	
Existing Improvements	The proposed site is an empty lot with fill placed	
Current ground cover	Sand fill and Asphalt pavement	
Existing topography	The site is generally flat	

Geotechnical Engineering Report
Fire Station #54∎ Fort Lauderdale, Florida
January 9, 2012 ■ Project No. H5125039



### 3.0 SUBSURFACE CONDITIONS

### 3.1 Regional Geology

Broward County can be divided into three major physiographic subdivisions: the Coastal Ridge, which parallels the coastline and extends inland 2 to 3 miles from the ocean; the Sandy Flatlands, which lie between the Coastal Ridge and the Everglades; and the Everglades which occupies much of the western extent of Broward County.

The Coastal Ridge subdivision is made up of low, sandy ridges, a part of which is commonly referred to as Flatwoods. The vegetation is mostly pine, palmetto, and native grasses. The Flatwoods part is made up of deep, poorly drained, nearly level, sandy soils. This is the most concentrated area of urban development in Broward County.

The Sandy Flatlands physiographic subdivision is characteristically divided into an eastern and western portion. The eastern portion consists of nearly level, grassy areas interspersed with small ponds. The soils here are wet and sandy and are underlain by limestone. Before drainage of the area, water stood on these soils for several months each year. The original vegetation was water tolerant grass and cypress stands. In higher areas, pine and palmetto were common. The eastern portion of this area is also undergoing rapid urban development. The western portion of the sandy flatlands is a nearly level, generally treeless sawgrass plain. The soils are organic and overlie limestone. In many places the soils are shallow. Under natural conditions, water stood on these soils for months and only during extremely dry seasons was the surface exposed. Today, these soils have been drained, and water stands on the surface for very short periods.

### 3.2 USDA - NRCS Soil Survey

The Web Soil Survey, as maintained by the United States Department of Agriculture (USDA), Soil Conservation Service (SCS; later renamed the Natural Resource Conservation Service - NRCS), identifies one soil type at the subject site: Urban Land. It should be noted that the Soil Survey is not intended as a substitute for site-specific geotechnical exploration; rather it is a useful tool in planning a project scope in that it provides information on soil types likely to be encountered. B oundaries between adjacent soil types on the Soil Survey maps are approximate. A copy of the sol survey map is included as Exhibit A-2 in Appendix A and a detailed description is included in Exhibit A-3

Fire Station #54∎ Fort Lauderdale, Florida January 9, 2012 ■ Project No. H5125039



### 3.3 Typical Profile

Based on the results of the borings, subsurface conditions on the project site can be generalized as follows:

Stratum No.	Approximate Depth to Bottom of Stratum	Material Description	USCS Classification	Density/ Consistency
1	0 to 5, 9.5 to 25 and 32' to 50'	Brown to Tan Fine to medium SAND, trace silt	SP	Very Loose to Medium Dense (WOH <sup>2</sup> to 24bpf <sup>1</sup> )-
2	5' to 9.5'	Black Organic SAND/ Occasionally Wood/roots	PT	-
3	25, to 32'	Gray weathered LIMESTONE with Sand		Very Soft to Medium
4	32 to 43	Brown or Gray SAND, With to Modifier		Very Loose to Medium Dense (7 to 24bpf <sup>1</sup> )-
5	43 to 60	Gray weathered LIMESTONE with Sand		Very Soft to Hard

<sup>&</sup>lt;sup>1</sup> Range of Standard Penetration Test (SPT) resistance values or "N-values", blows per foot (Automatic Hammer)

Conditions encountered at the boring locations are indicated on the boring logs. Stratification boundaries on the boring logs represent the approximate location of changes in soil types; in-situ, the transition between materials may be gradual. Variations in the subsurface conditions can also occur between borings. Further details of the borings can be found on the boring logs in Appendix A of this report.

### 3.4 Groundwater

The borings were monitored while drilling for the presence and level of groundwater. Water levels observed at these times are indicated on the test boring records. During the subsurface exploration, the groundwater level at the boring locations was observed at a depth ranging from 3.5 to 4.5 feet below the existing ground surface.

The water level observation provides an approximate indication of the groundwater conditions existing on the site at the time the borings were drilled. It should be noted that fluctuations in the groundwater table can occur due to seasonal variations, recent rainfall and other site specific conditions. Therefore, at the time of the year different from the time of drilling, there is a possibility of a change in the recorded level. At this site, the depth to the water table will be influenced by the adjacent water canal.

4

<sup>&</sup>lt;sup>2</sup> Fell under the Weight of the Hammer (WOH)

Fire Station #54∎ Fort Lauderdale, Florida January 9, 2012 ■ Project No. H5125039



We estimate that during the peak of the wet season, with rainfall and recharge at a maximum, groundwater level at the site could be found about 1 to 2 feet above the groundwater recorded during our the field exploration. This possibility should be considered when developing design and construction plans and specifications for the project. Long term monitoring in cased holes or piezometers would be necessary to accurately evaluate the potential range of groundwater conditions at the site.

### 3.5 Geotechnical Design Parameters

In order to perform the engineering foundation analyses, the data from the SPT borings was evaluated to derive the geotechnical design soil parameters. The following geotechnical parameters were obtained by using empirically established relationships between the SPT "N" values and soil/rock properties.

Stratum No.	Average "N <sub>auto</sub> " (bpf)	<sup>1</sup> Average "N <sub>safety</sub> "	Unit Weight (γ) (pcf)		Soil Friction Angle (¢)	<sup>2</sup> Shear Strength, f <sub>s</sub>	Soil Moduli k (pci)
		of) (bpf)	Ytotal	Yeffective	(deg)	(tsf)	
1	7	9	105	43	30	-	30
3	14	17	110	48	32	,	30
4	12	15	120	58	37		30
5	22	27	125	63	_	5	-

<sup>1</sup> The "Nsafety" values are obtained by multiplying "Nautomatic" by a correction factor of 1.24.

### 4.0 GEOTECHNICAL EVALUATION AND RECOMMENDATIONS

### 4.1 General Evaluation

Based on the review of soils survey and the results of our subsurface exploration, peat layer was found across the project site. The thickness of this peat layer varies from 2 to 3.5 feet at approximate depth of 5 to 9.5 feet below grade.

Nodarse has evaluated several rehabilitation and/or foundation alternatives to support the proposed structure. The following provides the rehabilitation and/or foundation alternatives evaluated, some advantages and di sadvantages, as well as our preferred and s elected alternatives:

<sup>2</sup> Shear strength was calculated based on empirical correlations. "N" values based on Average ± 1 Standard Deviation

<sup>3</sup> Limestone with blow counts less than 25 may be considered as sand with gravel.

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Foundation/Rehabilitation Alternative	Advantages	Disadvantages	Viable
(1) Over-excavation and Replacement	<ul> <li>Guaranteed solution</li> <li>No specialty contractor required</li> </ul>	<ul> <li>Cost</li> <li>Over-excavation in the wet may require lateral support system (e.g. sheet piles)</li> <li>May require large quantities of backfill material</li> <li>Peat disposal</li> </ul>	No
(2) Ground Improvements (Ex. Dry-Soil Mixing)	<ul> <li>Increase shear strength and reduce compressibility</li> </ul>	Cost – Specialty Contractor Homogenous mixing may not be achievable in peat Extensive area to be mixed – relatively deep unsuitable layer	No *
(3) Pre-Cast Foundation Elements (i.e. Pre-Stressed Driven Concrete Piles)	<ul> <li>Guaranteed Solution</li> <li>Greater construction quality control</li> <li>Certainty that piles have a full uniform cross-section bearing on competent rock</li> </ul>	<ul> <li>Cost as compared to augercast piles</li> <li>Load test and driving criteria required to determine pile capacity during production</li> <li>Iimitations due Vibration and noise disturbance to adjacent structures</li> </ul>	No
(4) Cast-in-Place Foundation Elements (Augercast Piles)	<ul> <li>Guaranteed Solution</li> <li>Relatively fast installation/construction</li> <li>No vibrations concerns as compare to precast concrete piles</li> <li>Cost as compared to other deep foundation alternatives</li> </ul>	High grout factors may be expected.	Yes

### 4.2 Augercast Pile Compression and Tension Capacity

Augercast piles develop the compression load capacity in side shear/skin friction between the grout and soil/rock interface. The compression capacity of the augercast piles was evaluated using empirical correlations between N-value and shear strength properties of the rock (Section 3.6). A factor of safety of 2.0 was applied to the ultimate pile compression capacity to obtain the allowable pile compression capacity. The pile compression capacity was assumed to be taken by the side shear in the rock only (rock socket design). The uplift capacity of the piles was determined as 3/4 of the allowable compression capacity.

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### 4.3 Building Foundation Recommendations

As previously discussed, we recommend the use of deep foundations (augercast piles) for support of the proposed building structure. 14-inch diameter pile compression and tension capacities are provided in the following table:

Augercast Pile Diameter (in.)	<sup>1,3</sup> Minimum Pile Length Below Existing Grade	<sup>2</sup> Minimum Rock Socket Length into the Lower Limestone Formation (feet)	Allowable Pile Compression Capacity (tons)	Allowable Pile Tension Capacity (tons)	Factor of Safety (F.S.)
14	50	5	37	28	2

<sup>1</sup> Boring B-1 to B-7 disclosed two layer of limestone one at depth of 25 ft and other at 45 ft. The first layer of limestone is very week and not encountered in all boring

### 4.4 Construction consideration

### 4.4.1 Augercast Pile Installation

We recommend that the construction be initiated by removal of any construction debris followed by stripping of any existing asphalt pavement, vegetation, and I oose, soft or otherwise unsuitable material prior to the installation of the augercast piles.

Recommendations for augercast pile installation are presented herein.

- We recommend that the piles be spaced at least 2.5 pile diameters center-to-center to minimize pile capacity reduction caused by group effects. A placement tolerance with respect to the design center of 3 inches should be specified for groups of piles and one (1) inch for isolated piles unless more stringent construction positioning is required. Outof-plumbness for the piling should be limited to two (2) percent maximum.
- 2. The 28-day compressive strength of the grout used in the piles should be determined by the Structural Engineer in accordance with applicable building code requirements.
- 3. In order to provide some assurance that the piles have been constructed with a continuous cross section a full-length steel reinforcing bar or cage should be installed at the center of each pile immediately after grouting. Centralizers should be attached to individual bars at the bottom and at third points.
- 4. Piles subjected to uplift due to wind load must be provided with adequate reinforcing steel throughout their entire length. Similarly, laterally loaded piles should be provided with adequate reinforcement.

<sup>2.</sup> The final pile depth will be determined during installation.

<sup>2</sup> Piles must have a minimum rock socket into the limestone formation.

<sup>3</sup> Pile settlement is anticipated to be less than ½ inch.

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### 4.4.2 Drilling and Grouting

Augercast piles are constructed by rotating a hollow-stem continuous flight auger into the ground until the planned tip depth or termination criterion is achieved. At the termination depth, a grout with high fluidity is pumped under pressure into the hole through the hollow stem auger. As long as pressure is observed in the line, the auger is slowly withdrawn up the hole and the augercast shaft is constructed.

Grout volumes, possibly up to 1.5 times or higher than the theoretical pile volume may be required for proper pile installation. The grout factor is defined as the actual volume of grout pumped into the pile divided by the theoretical volume of the drilled hole.

After achieving the desired depth, a positive grout pressure should be observed prior to initiating withdrawal of the auger. A continuous fluid return consisting of slurry and then grout at the top of the hole is the best indication that the desired pressure head is being achieved. The auger should be withdrawn slowly so that a positive grout pressure is maintained in the hole at all times during auger withdrawal. If the withdrawal of the auger becomes erratic, grout pressure suddenly drops, or if the grout flow is interrupted, the auger tip should be reinserted at least five (5) feet below the level where the grouting operation was disrupted prior to resuming withdrawal of the auger.

The installation of adjacent piles located within 3 pile diameters of each other on the same working day is not recommended due to the potential existence of inter-connected pores or cavities in the limestone layers. We recommend that adjacent piles located within 3 pile diameters not be installed until the initial grouted pile has set overnight. Some subsidence of fresh grout may occur in the top of the piles. This subsidence is in-part a result of the weight of the grout column "pushing" laterally into pores in the limestone layer. We anticipate that subsidence will occur within a period of approximately two hours following the grouting operation.

If subsidence occurs while the pile grout is in a fluid state, we recommend that the pile be immediately filled with fresh grout to the proper cutoff elevation. We recommend that a pile grout subsidence of up to eight (8) inches be considered acceptable. Grout should not be pumped into the piles when it is older than 90 minutes from the time it was batched.

Prior to actual installation of the piles, the contractor should demonstrate that the materials and equipment proposed for use are capable of installing the production piles. The contractor should provide an accurate method of determining the depth and alignment of the auger.

Responsive ■ Resourceful ■ Reliable

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### 4.4.3 Augercast Pile Monitoring

Successful augercast pile installation is in large part dependent upon the expertise of the contractor and the techniques used. Because of the possibility of soil intrusions during auger withdrawal and nonvertical piles, the job specifications must be carefully prepared and continuous observations made of the installation. Full-time observations must be maintained during installation to monitor depths and the amount of grout pumped versus the rate of auger withdrawal. The full-time monitoring of pile installation will provide a degree of assurance that continuous piles of the proper cross-section are being constructed. We recommend that the grout pump should be calibrated prior to initiation of production pile installation. At least one (1) set of six (6), 2-inch cubes should be made for each of 50 cubic yards of grout.

### 4.4.4 Test Pile Program

A load test is not anticipated in accordance with Section 1810.3.3.1.2 of the Florida Building Code (2010).

### 4.5 Structural Fill

New fill materials required at the site should consist of approved materials, free of organic matter and debris. The fill should be non-plastic, with a fines content of less than 12 percent. The maximum particle size should not exceed 3 inches.. Structural fill should meet the following material property requirements:

Fill Type	USCS Classification	<b>Acceptable Location for Placement</b>
	SP, SP-SM or GP, GP-GM (fines content < 12percent, maximum particle size < 3 inches)	Above the water table
Structural Fill	GP, GW or FDOT 57 Stone with less than 5 percent material finer than the No. 200 sieve and a maximum particle size of 3 inches. The FDOT 57 stone should not be placed more than one foot above the water table level.	Below the water table

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### 4.5.1 Compaction Requirements

ITEM	DESCRIPTION	
Fill Lift Thickness	12 inches or less in loose thickness when heavy vibratory compaction equipment is used. Maximum particle size should not exceed 3 inches in a 12-inch lift.	
FIII LIIT THICKNESS	4 to 6 inches in loose thickness when hand-guided equipment (i. jumping jack or plate compactor) is used. Maximum particle six should not exceed 1½ inches in a 4- to 6-inch lift.	
Compaction Requirements	The upper one foot of pavement subgrade should be compacted to at-least 98% of Modified Proctor maximum density as determined by ASTM designation D-1557	
Moisture Content <sup>1</sup>	Within ±2 percent of optimum moisture content as determined by the Modified Proctor test, at the time of placement and compaction	
Minimum Testing Frequency	One field density test per 100 feet of trench or 2,500 square feet (or fraction thereof) per lift	

We recommend that structural fill be tested for moisture content and compaction during placement. Should the results of the in-place density tests indicate the specified moisture or compaction limits have not been met, the area represented by the test should be reworked and retested as required until the specified moisture and compaction requirements are achieved.

### 4.5.2 Excavation Considerations

As a minimum, all temporary excavations should be sloped or braced as required by Occupational Health and Safety Administration (OSHA) regulations to provide stability and safe working conditions. Temporary excavations will probably be required during grading operations. The grading contractor, by his contract, is usually responsible for designing and constructing stable, temporary excavations and should shore, slope or bench the sides of the excavations as required, to maintain stability of both the excavation sides and bottom. All excavations should comply with applicable local, state and federal safety regulations, including the current OSHA Excavation and Trench Safety Standards.

### 4.6 Groundwater Control

Dewatering may be required depending on the excavation depth and the time of the year when the construction occurs. This may be accomplished through use of a wellpoint system or submersible pump. Caution must be exercised by the contractor to prevent unnecessary dewatering for prolonged periods of time in order to prevent ground settlement and/or settlement of any nearby structures, utilities, or roadway as a result of the added overburden pressure resulting from lowering of the groundwater table.

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All those structures and/or utilities located adjacent to the proposed excavation shall be surveyed as well as monitored for settlements during the dewatering operations in accordance with the FDOT Standard Specifications. The water from the on-site dewatering operations should be directed to a suitable discharge point and must be adequate to satisfy any local, state or federal regulatory agency

### 4.7 Seismic Considerations

Florida is under the jurisdiction of its own building code as opposed to the International Building Code. The Florida Building Code does not have a requirement or provision for evaluating seismic potential. Florida is generally regarded to be in a zone of low seismic risk. Therefore we do not consider seismic effects to be a concern at this site.

### 4.8 Floor Slab - Building

ITEM	DESCRIPTION			
Floor Slab Support	Structurally supported on the deep foundation system			

When conditions warrant the use of a vapor retarder, the slab designer and slab contractor should refer to ACI 302, ACI 360, and Florida Building Code (FBC) Section 1807 for procedures and cautions regarding the use and placement of a vapor retarder; however, local requirements that might affect what moisture barrier may use should also be consulted.

### 4.9 Pavement

Although the proposed parking area is underlain by peat soils, we believe removal of these materials is not required. Because the peat has been pre-compressed from the overlying fill soils and provided that no additional fill will be placed, settlement should be tolerable. However, secondary consolidation settlement will continue as a result of the organic matter decay. Consequently, periodic maintenance will be required on the parking surface due to long-term settlement.

Previous experience with the use of geosynthetic reinforcement beneath the pavement section has shown a noticeable reduction in maintenance cost caused by long-term differential settlements. We recommend using a single layer of geosynthetic reinforcement biaxial geogrid (Tensar BX1200 or equivalent) over the subgrade. Using geosynthetic reinforcement can benefit the proposed paved areas in several ways, such as, separation, construction advantages, and reinforcement.

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### 4.9.1Subgrade Preparation

On most project sites, the site grading is accomplished relatively early in the construction phase. Fills are placed and compacted in a uniform manner. However, as construction proceeds, excavations are made into these areas, rainfall and surface water saturates some areas, heavy traffic from concrete trucks and other delivery vehicles disturbs the subgrade and many surface irregularities are filled in with loose soils to improve traffic temporarily. As a result, the pavement subgrades, initially prepared early in the project, should be carefully evaluated as the time for pavement construction approaches.

The moisture content and density of the top 12 inches of the subgrade be evaluated and the pavement subgrades be proof-rolled within two days prior to commencement of actual paving operations. Areas not in compliance with the required ranges of moisture or density should be moisture conditioned and re-compacted. Particular attention should be paid to high traffic areas that were rutted and disturbed earlier and to areas where backfilled trenches are located. Areas where unsuitable conditions are located should be repaired by removing and replacing the materials with properly compacted fills. If a significant precipitation event occurs after the evaluation or if the surface becomes disturbed, the subgrade should be reviewed by qualified personnel immediately prior to paving. The subgrade should be in its finished form at the time of the final review.

### 4.9.2 Design Considerations

Traffic patterns and anticipated loading conditions were not available at the time that this report was prepared. However, we anticipate that traffic loads will be produced primarily by fire trucks, automobile traffic and occasional delivery and trash removal trucks. The thickness of pavements subjected to heavy truck traffic should be determined using expected traffic volumes, vehicle types, and vehicle loads and should be in accordance with local, city or county ordinances.

Pavement thickness can be determined using AASHTO, Asphalt Institute and/or other methods if specific wheel loads, axle configurations, frequencies, and desired pavement life are provided. Nodarse can provide thickness recommendations for pavements subjected to loads other than fire trucks, personal vehicle and occasional delivery and trash removal truck traffic if this information is provided.

Pavement performance is affected by its surroundings. In addition to providing preventive maintenance, the civil engineer should consider the following recommendations in the design and layout of pavements:

- Final grade adjacent to parking lots and drives should slope down from pavement edges at a minimum 2%;
- The subgrade and the pavement surface should have a minimum ¼ inch per foot slope to promote proper surface drainage;

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- Install pavement drainage surrounding areas anticipated for frequent wetting (e.g., garden centers, wash racks);
- Install joint sealant and seal cracks immediately;
- Seal all landscaped areas in, or adjacent to pavements to reduce moisture migration to subgrade soils;
- Place compacted, low permeability backfill against the exterior side of curb and gutter; and,
- Place curb, gutter and/or sidewalk directly on low permeability subgrade soils rather than on unbound granular base course materials.

### 4.9.3 Flexible Pavements

In order for a conventional flexible asphalt pavement to perform satisfactorily, the subgrade soils must have sufficient strength and stability to support construction traffic loading and design traffic loading. Our flexible asphalt pavement thickness recommendations are based on the following assumptions:

- The upper 1 foot of pavement subgrade soils have been compacted to at least 98 percent of the Modified Proctor maximum dry density (ASTM D-1557). This would require stabilizing the subgrade soils to minimum Limerock Bearing Ratio (LBR; Florida Method of Test Designation FM 5-515) value of 40 if the subgrade does not already meet this criterion, or replacing the in-place soils with new compacted fill that meets the minimum LBR value. The existing fill and native soils appear to meet this criterion; however, further testing should be conducted to establish the LBR value.
- The subgrade and the pavement surface have a minimum ¼ inch per foot slope to promote proper surface drainage.
- The base course should be limerock fill. Limerock base courses should be mined from a Florida Department of Transportation (FDOT) approved source and should have a minimum LBR value of 100 and be compacted to a minimum of 98 percent of the maximum dry density as determined by the Modified Proctor test. Limerock should be placed in equivalent thickness lifts not to exceed 6 inches loose thickness.
- For light duty sections, surface courses should have a minimum stability of 1,500 pounds while for heavy duty sections; surface courses should have a minimum stability of 1,500 pounds. Asphalt should be compacted to a minimum of 95 percent of the Marshall Design density. Asphalt surface courses should be Type S-3 or other suitable mix design according to FDOT.
- All curbing should be full depth. Use of extruded curb sections which lie on top of asphalt surface courses can allow migration of water between the surface and base courses, leading to rippling and pavement deterioration.

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All surface water should be directed away from the edges of the pavement.

We have assummed the 18-kip equivalent single axle load (E<sub>18</sub>SAL) applications for the heavy-duty pavement sections are equal 50,000 E<sub>18</sub>SAL's over a 20 year design period and 30,000 E<sub>18</sub>SAL's for a light-duty pavement. Based on the information provided, our experience with similar projects, the site conditions, and local practice, we recommend the following flexible pavement thicknesses.

### FLEXIBLE ASPHALT PAVEMENT THICKNESSES

MATERIAL	Standard-Duty (Automobiles Only) (30,000 E <sub>18</sub> SALs)	Heavy-Duty (50,000 E <sub>18</sub> SALs)	FDOT Specification
Stabilized Subgrade	12 inches	12 inches	Section 160
Base	6 inches	8 inches	Limerock: Section 200  Soil-Cement: Section 270
Asphalt Surface Course	1½ inches	2½ inches	Section 331

We recommend all pavement subgrades to be stabilized to a minimum LBR value of 40. Samples of the proposed subgrade soils should be obtained to determine the LBR values. Further observation and testing of subgrade soils is recommended during construction.

We note that Type S asphalt mixes (Section 331) are no longer included in the current FDOT Standards and Specifications for Road and Bridge Construction. However, Type S mixes are still used in many non-FDOT projects. These mixes were included in the 2000 and prior editions of the Standards and Specifications for Road and Bridge Construction. Current FDOT asphalt surface courses are typically Superpave mixes. It should be noted that Superpave mixes could be used on this project however; they are stiffer and typically require heavier compaction equipment than Type S mixes. If Superpave mixes are selected, the asphalt contractor should have experience working with Superpave mixes in accordance with FDOT specifications. Flexible pavement design shall also conform to any applicable local municipal requirements.

Geotechnical Engineering Report
Fire Station #54∎ Fort Lauderdale, Florida
January 9, 2012 ■ Project No. H5125039

NODARSE A) BIRTINGON COMPANY

### 4.9.4 Rigid (Concrete) Pavement

We recommend that the concrete pavement section be designed with a minimum 7 inch thickness for heavy-duty traffic areas and 5 inch thickness for car traffic areas, with an allowable construction tolerance of plus 0.25 inches. We recommend a minimum of 4 inches of limerock base be constructed below the concrete pavement. The concrete should be air-entrained and have a minimum compressive strength of 4,000 psi after 28 days of laboratory curing per ASTM C-31. The concrete slabs designed for this thickness and having the recommended concrete strength will theoretically exhibit a 20-year design period under the required traffic conditions.

The following comments should be considered for the indicated concrete pavement design options.

- Control joints should have a maximum spacing of about 30 times the thickness of the slab, as per ACI.
- At construction joints, an adequately designed keyed construction joint or a butt end construction joint is recommended. For a but t end construction joint, an adequate number of deformed tie bars should be provided.
- Tie bars are also recommended along the first longitudinal joint from the pavement edge to keep the outside slab from separating from the pavement.
- Isolation joints are recommended for concrete pavement areas that abut fixed objects such as light poles, curb inlets, etc.

Should there be any changes in the traffic patterns or frequency, Nodarse should be notified to review the design and make supplementary recommendations. The design also assumes that proper subgrade drainage is provided.

### 4.9.5 Pavement Maintenance

The pavement sections provided in this report represent minimum recommended thicknesses and, as such, periodic maintenance should be anticipated. Therefore preventive maintenance should be planned and provided for through an on-going pavement management program. Preventive maintenance activities are intended to slow the rate of pavement deterioration, and to preserve the pavement investment. Preventive maintenance consists of both localized maintenance (e.g., crack and joint sealing and patching) and global maintenance (e.g., surface sealing). Preventive maintenance is usually the first priority when implementing a pl anned pavement maintenance program and provides the highest return on investment for pavements. Prior to implementing any maintenance, additional engineering observation is recommended to

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determine the type and extent of preventive maintenance. Even with periodic maintenance, some movements and related cracking may still occur and repairs may be required.

### 5.0 GENERAL COMMENTS

Nodarse should be retained to review the final design plans and specifications so comments can be made regarding interpretation and implementation of our geotechnical recommendations in the design and specifications. Nodarse also should be retained to provide observation and testing services during grading, excavation, foundation construction and other earth-related construction phases of the project.

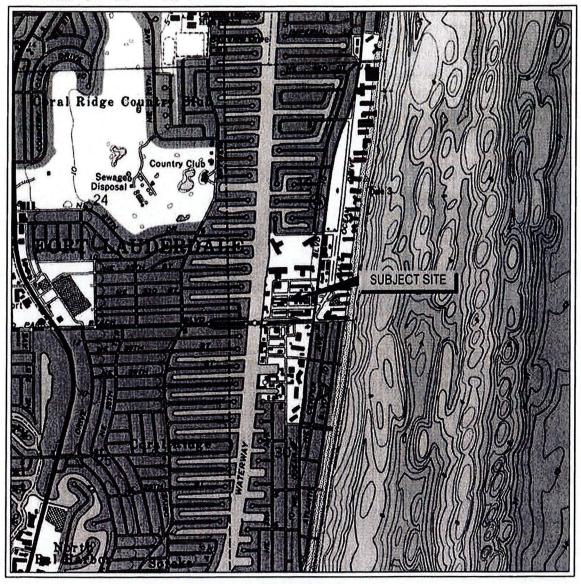
The analysis and recommendations presented in this report are based upon the data obtained from the borings performed at the indicated locations and from other information discussed in this report. This report does not reflect variations that may occur across the site, or due to the modifying effects of weather. The nature and extent of such variations may not become evident until during or after construction. If variations appear, we should be immediately notified so that further evaluation and supplemental recommendations can be provided.

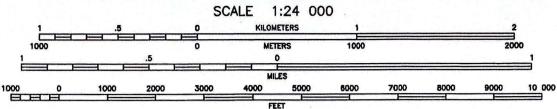
The scope of services for this project does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, bacteria) assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.

This report has been prepared for the exclusive use of our client for specific application to the project discussed and has been prepared in accordance with generally accepted geotechnical engineering practices. No warranties, either express or implied, are intended or made. Site safety, excavation support, and dewatering requirements are the responsibility of others. In the event that changes in the nature, design, or location of the project as outlined in this report are planned, the conclusions and recommendations contained in this report shall not be considered valid unless Nodarse reviews the changes and either verifies or modifies the conclusions of this report in writing.

# APPENDIX A FIELD EXPLORATION

### UNITED STATES - DEPARTMENT OF THE INTERIOR - GEOLOGICAL SURVEY





CONTOUR INTERVAL 5 FEET NATIONAL GEODETIC VERTICAL DATUM OF 1929

QUADRANGLE
POMPANO BEACH, FL
1962 PR1986
7.5 MINUTE SERIES (TOPOGRAPHIC)

Project Mngr:	VKM	Project No.	H5125
Drawn By:	DWD	Scale:	AS SHO
Checked By:	VKM/MRF	File No.	GEOH5125
Approved By:	VKM	Date:	JAN. 2

1/11/2017 10:41 AM

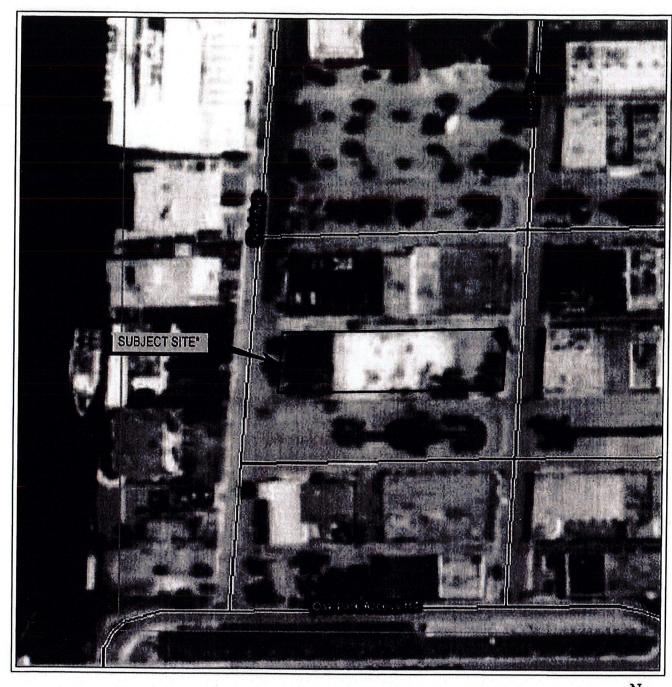
Nodarse	•
A TETECON COMPANY	Y
48 Metrocentra Blvd. West Palm Beach, 61) 616-0370 (5	Florida 33407 561) 616-0871

-		
	SITE VICINITY DIAGRAM	
_	GEOTECHNICAL ENGINEERING RE	PORT
	FIRE STATION #54	
	3200 NE 32ND STREET	
	FORT LAUDERDALE, FL	CAM 17-0

EXHIBIT

A-1

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# **SOIL SURVEY MAP**

# **LEGEND**

SUBJECT SITE

40

Urban land

# 120 Approximate Scale (Feet)

# \*SITE BOUNDARIES ARE APPROXIMATE

Parict ligs	VKM	Project
Dm B	DWD	Scale:
Chiedly.	VKM/MRF	File No.
Divietly:	VKM	Date:

Project No.	
i iojuci ito.	H5125039
Scale:	AS SHOWN
File No.	GEOH5125039-2
Date:	JAN. 2013

A Tierracon	
2448 Metrocentre Blvd. West Pa (561) 616-0870	lm Beach, Florida 33407
(561) 616-0870	(561) 616-0871

USDA - NRCS SOIL SURVEY
GEOTECHNICAL ENGINEERING REPORT
CIDE OTATION 454

FIRE STATION #54 3200 NE 32ND STREET FORT LAUDERDALE, FL

CAM 17-0531

A-2

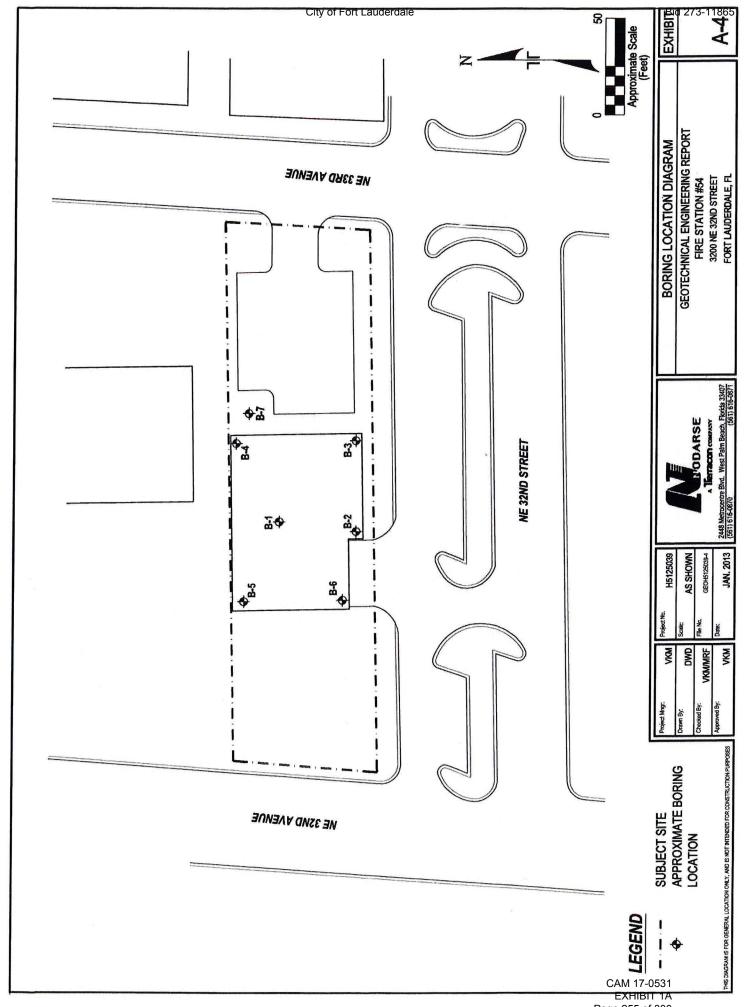
**EXHIBIT** 

EXHIBIT 1A



# **Soil Survey Descriptions**

<u>Urban Land</u> – This complex consists of urban land is 70 % covered by concrete and buildings airports, shopping centers, parking lots and other structure. Unoccupied land in this soil unit are mostly vacant lots abandoned parking lots or parks and playground consists of Immokalee, basinger and marget soil altered by fill material. The fill material is mostly sand with Limerock and shell fragments



	JECT: Fire Station #54	BORING LOG NO. B		Duk	lic V	A STREET, SQUARE, SQUA	ge 1 of 2
SITE	: NE 32nd Street	For	T: City of Fort Lauderdale Public Works Dep Fort Lauderdale, Florida				
	Fort Lauderdale, Florida						
Grant III C LO	OCATION See Exhibit A-4			DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS
	EPTH SAND (SP), trace limerock, trace silt, brow	n to gray		_		X	2-3-4-3 N=7
				_		X	4-3-3-3 N=6
5.				5-		$\Delta$	1-1-1-1 N=2
1 2 8.	PEAT (PT), with sand, dark brown			-		A	1-2-1-1 N=3
8.	SAND (SP), trace silt, ocassional organic s	tain, brown to gray		- 10- -		X	2-5-6-5 N=11
				- 15- -		X	3-4-5 N=9
				20-			3-4-6 N=10
				- 25-		X	3-2-2 N=4
28	9.5 <b>WEATHERED LIMESTONE</b> , with sand, ta	ın					5-7-6
			,	30-			N=13
	SAND (SP), trace silt, trace limestone fragional strategies.  Stratification lines are approximate. In-situ, the transition n		Hammer Type: Automatic	_			
	опавновноги што в во вруголитато, и голи, и о изпошон н	nay bo graduum	, and the same of				W. January Co
ndonr	nent Method: ment Method: s backfilled with cement-bentonite grout upon	See Exhibit A-19 for description of field procedure  See Appendix B for description of taboratory procedures and additional data (if any).  See Appendix C for explanation of symbols and abbreviations.	s Notes:				
mple	WATER LEVEL OBSERVATIONS		D-d 01cd-d: 40/00/0040	T.	od d	Commiss	d: 12/29/2044
. 1	Water Initially Encountered at 4.5'	DODARSE	Boring Started: 12/28/2012				ed: 12/28/2012
		2448 Metrocentre Blvd.	Drill Rig: CME 55		Oriller:	HA A-F	

SITE: NE 32nd Street Fort Lauderdale, Florida		Fort Lauderdale, Fl	orida			
	1					
DEPTH  LOCATION See Exhibit A-  DEPTH	2		DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS
<u>SAND (SP)</u> , trace silt, trace limestone t	ragments, tan to brown <i>(continue</i>	od)	35-		X	5-6-5 N=11
38.5  SAND (SP-SM), with to modifier limester	one fragments, tan to brown		40-		X	4-4-5 N=9
WEATHERED LIMESTONE, with sand	d, tan		45— 45—	4		50/2"
			50-	\ 2		19-29-37 N=66
			55—	2		10-10-13 N=23
60.0  Boring Terminated at 60 Feet			60			36 N= 50/2*
Stratification lines are approximate. In-situ, the transitio	n may be graduel	Homes Table 4	65			
ancement Method;	1	Hammer Type: Autom	auc	***************************************		
ndonment Method:	See Exhibit A-19 for description  See Appendix B for description of procedures and additional data ( See Appendix C for explanation abbreviations.	of taboratory (if any).				
lorings backfilled with cement-bentonite grout upon						
Sorings backfilled with cement-bentonite grout upon completion.  WATER LEVEL OBSERVATIONS  Water Initially Encountered at 4.5'		Boring Started: 12/28/201	2 Во	ring Co	nplete	d: 12/28/2012

SIT		CLIENT: City Fort	of Fort Lauderdale f Lauderdale, Florida	Publ	lic V	Vork	s Departi
mfrain.	Fort Lauderdale, Florida		T		<b>70</b>	n. I	
GRAPHICLOG	LOCATION See Exhibit A-4  DEPTH			DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS
	SAND (SP), trace limerock, trace silt, brown to	o gray		-		X	2-3-6-6 N=9
	Total File (I			-	$\nabla$	X	7-6-4-4 N=10
, <u>, , , , , , , , , , , , , , , , , , </u>	- roots 5' to 6'  6.0  PEAT (PT), with sand, dark brown			5-		A	2-3-2-2 N=5
77	9.0					A	-1-1 WH 2-5-6-7
	SAND (SP), trace silt, ocassional organic stain	i, brown to gray		10-		4	N=11
				15-		X	3-3-4 N=7
				-			
			2	20-	ľ	X	3-3-3 N=6
			2	25-		X	4-5-7 N=12
				-			
				-		X	WH
	•		3	30-	ľ		
				30-			
	Stratification lines are approximate. In-situ, the transition may be	e gradual.	Hammer Type: Automatic	30-			
	. Stratification lines are approximate. In-situ, the transition may be ement Method:	See Exhibit A-19 for description of field procedures See Appendix B for description of laboratory	Hammer Type: Automatic	30-			
SPT ando Borin	ement Method: nment Method: ugs backfilled with cement-bentonite grout upon pletion.	See Exhibit A-19 for description of field procedures	Hammer Type: Automatic	30-			
SPT ando Borin	ement Method: nment Method: ngs backfilled with cement-bentonite grout upon	See Exhibit A-19 for description of field procedures  See Appendix B for description of laboratory procedures and additional data (if any).  See Appendix C for explanation of symbols and	Hammer Type: Automatic		pring C	Complete	d: 12/29/2012

PROJECT: Fire Station #54	CLIENT: City	of Fort Lauderdale Pub Lauderdale, Florida	100000000000000000000000000000000000000	ige 2 of 2 s Depart
SITE: NE 32nd Street Fort Lauderdale, Florida		Lauderdale, Florida		
LOCATION See Exhibit A-4		ОЕРТН (FL)	WATER LEVEL OBSERVATIONS SAMPLE TYPE	FIELD TEST RESULTS
SAND (SP-SM), with to modifier limesto	ne fragments, tan to brown	35 -		4-7-11 N=18
SAND (SP), trace silt, trace limestone fra	agments, tan to brown	40-		10-8-8 N=16
		45— 		8-6-8 N=14
48.5  WEATHERED LIMESTONE, with sand,	tan	50-		50/1"
		55- -		12-6-5 N=11
Boring Terminated at 60 Feet		60-		8-6-6 N=12
Stratification lines are approximate, In-situ, the transition	may be gradual.	65—		
vancement Method: SPT	See Exhibit A-19 for description of field procedures  See Appendix B for description of laboratory procedures and additional data (if any).	Notes:		
		ī		
andonment Method: Borings backfilled with cement-bentonite grout upon completion.	See Appendix C for explanation of symbols and abbreviations.			

PROJECT: Fire Station #54		CLIENT: City Fort	of Fort Lauderdale Lauderdale, Florid	Pub la	lic V	Nork	s Depart
SITE: NE 32nd Street Fort Lauderdale,	, Florida						
LOCATION See Exhibit A-4  LOCATION See Exhibit A-4  DEPTH				ОЕРТН (FL)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS
SAND (SP), trace limerock, t	race silt, brown to gray			-		X	2-4-4-6 N=8
- trace roots 3' to 4'			w.	_	$\nabla$		6-5-3-7 N=8
				5-			2-6-6-4 N=12
7.5 PEAT (PT), with sand, dark b	prown			-		A	2-2-2-2 N=4
SAND (SP), trace silt, ocassi	onal organic stain, brown to gray			10-		X	2-3-7-7 N=10
				15		X	3-4-4 N=8
				20-		X	3-5-5 N=10
23.5 SAND (SP-SM), with to modif	fier limestone fragments, tan to brown	1		25	5	X	5-8-16 N=24
28.5 WEATHERED LIMESTONE,	with sand, tan			-	\$		8-9-12 N=21
32.0				30-			IV=Z1
SAND (SP), trace silt, trace lin  Stratification lines are approximate. In-situ	mestone fragments, tan to brown  i, the transition may be gradual.		Hammer Type: Automatic				
Nancement Method: SPT andonment Method: Borings backfilled with cement-bentonite grout u completion.	See Appendix B for des procedures and additio See Appendix C for exp	scription of field procedures scription of laboratory nal data (if any). Ilanation of symbols and	Notes:				
WATER LEVEL OBSERVATION Water Initially Encountered at 4.0	2'	PODARSE	Boring Started: 12/29/2012  Drill Rig: CME 55		oring C		ed: 12/29/2012
***	2448 Me	rocentre Blvd. n Beach, Florida	Project No.: H5125039		whibit:	A-9	navelaevikuseiskus artiitiitiis tii veegagaaasi v

PR	OJECT: Fire Station #54	С	LIENT: City of Fort Laud Fort Lauderdale,	erdale Put Florida	olic V	Vork	s Depart
SIT	E: NE 32nd Street Fort Lauderdale, Florida						
GRAPHICLOG	LOCATION See Exhibit A-4  DEPTH			ОЕРТН (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS
	SAND (SP), trace silt, trace limestone fra	agments, tan to brown (continue	d)	35 <del>-</del>		X	7-12-6 N=18
۱٠	37.0  SAND (SP-SM), with to modifier limeston	ne fragments, tan to brown					
				40-		X	10-13-11 N=24
	43.5 <u>WEATHERED LIMESTONE</u> , with sand, t	tan				X	8-14 N=
允为人				45-			50/3"
A AL				50-		X	6-8-11 N=19
14.4				55-		X	7-6-6 N=12
江九天				-			
7	80.0 Boring Terminated at 60 Feet			60-		X	6-8-7 N=15
				-			
	Stratification lines are approximate. In-situ, the transition	may be gradual.	Hammer Type: Au	dtomatic			
vance SPT	ement Method:	See Exhibit A-19 for description See Appendix B for description					
Boring	nment Method: gs backfilled with cement-bentonite grout upon letion.	procedures and additional data See Appendix C for explanation abbreviations.	(if any).				
	WATER LEVEL OBSERVATIONS		Boring Started: 12/29	/2012 B	oring C	omplete	d: 12/29/2012
Z	Water Initially Encountered at 4.0'	ATODAR			riller. H	A	
	The state of the s		Drill Rig: CME 55 Blvd.		oriller: H	A-10	

PROJECT: Fire Station #54	BORING LOG NO. B-		hlic		ge 1 of 2
PROJECT: Fire Station #54  CLIENT: City of Fort Lauderdale, Florid  SITE: NE 32nd Street		of Port Lauderdale Pu Lauderdale, Florida	iblic v	VOIK	Departi
Fort Lauderdale, Florida					
LOCATION See Exhibit A-4		DEPTH (Pt.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS
SAND (SP), trace limerock, trace slit, bro	own to gray		_	X	3-3-4-4 N=7
				X	4-5-6-6 N=11
		5		X	4-3-2-2 N=5
6.5  PEAT (PT), with sand, dark brown				X	2-1-1 N= WH
9.5			-		-1-1-2
SAND (SP), trace silt, ocassional organic	c stain, brown to gray	10	-		WH
		15	- - -	X	3-3-4 N=7
		20	-	X	4-4-4 N=8
			_		2-2-2
		25		X-	N=4
28.5			-		
WEATHERED LIMESTONE, with sand,	tan	30	-	X	6-6-6 N=12
32.0  SAND (SP), trace silt, trace limestone fra	agments, tan to brown		-		
Stratification lines are approximate. In-situ, the transition	n may be gradual.	Hammer Type: Automatic			
ancement Method: PT	See Exhibit A-19 for description of field procedures  See Appendix B for description of laboratory procedures and additional data (if any).  See Appendix C for explanation of symbols and	Notes:		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
ndonment Method: orings backfilled with cement-bentonite grout upon ompletion.	abbreviations.				
WATER LEVEL OBSERVATIONS		Boring Started: 12/22/2012	Boring	Complete	ed: 12/22/2012
Water Initially Encountered at 4.0'	NODARSE ATMINISTRATION	Drill Rig: CME 55	Driller:	ОС	
	2448 Metrocentre Blvd.	Project No : H5125039	Exhibit	A-1	

PROJECT:	Fire Station #54	CLIENT: CI	ity of Fort Lauderdale ort Lauderdale, Florid	Pub	lic V	Vork	s Depar
	NE 32nd Street Fort Lauderdale, Florida					N .	
DEPTH CRAPHICLO	See Exhibit A-4			DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS
SAND	<u>) (SP),</u> trace silt, trace limestone fragn	nents, tan to brown (continued)		35 <u> </u>		X	4-2-1 N=3
		al.		40-		X	3-4-4 N=8
				45 -		X	26-5-4 N=9
				50-			4-3-3 N=6
53.5 <b>WEAT</b>	<u>[HERED_LIMESTONE</u> , with sand, tan			55-			7-2-2 N=4
60.0	g Terminated at 61.5 Feet			60-	*		4-1-1 N=2 50/2"
Lonny	g Torrimiated at VI.J Feet			65_			
Stratification	lines are approximate. In-situ, the transition ma	y be gradual.	Hammer Type: Automatic				
ncement Method: T donment Method: rings backfilled w		See Exhibit A-19 for description of field procedure See Appendix B for description of laboratory procedures and additional data (if any). See Appendix C for explanation of symbols and abbreviations.	res Notes:				
	R LEVEL OBSERVATIONS	AT	Boring Started: 12/22/2012	Во	ring Co	mpleted	l: 12/22/2012
Water Initia	ally Encountered at 4.0'	A TODARSE	Orill Rig: CME 55		iller: O		
Managhaman and Colored an arrangement of the Company of the Compan		2448 Metrocentre Blvd. West Palm Beach, Florida	Project No.: H5125039		hibit:	A-12	A CONTRACTOR OF THE PARTY OF TH

SITE: NE 32nd Street Fort Lauderdale, Florida    COCATION   See Exhibit A4     Company		CT: Fire Station #54		CLIENT: City o	f Fort Lauderdale	Pub	lic V	Vork	s Departr
Fort Lauderdale, Florida    Cocation   See Exhibit A4				Fort L	auderdale, Florida	a			
SAND (SP), trace limerock, trace slit, brown to gray  PEAT (PT), with sand, dark brown 100  SAND (SP), trace slit, ocassional organic stain, brown to gray  15— 20— 20— 25— 25— 25— 25— 25— 25— 25— 25— 25— 25		Fort Lauderdale, Florida			T				
SAND (SP), trace limerock, trace silt, brown to gray  5 —  PEAT (PT), with sand, dark brown  100  SAND (SP), trace silt, ocassional organic stain, brown to gray  15—  26—  28—  28—  SAND (SP-SM), with to modifier limestone fragments, tan to brown  Stratification lines are approximate, in-situ, the transition may be gradual.  Hencer Type: Automatic  See Appardix B for description of field procedures  See Appardix B for description of symbols and see See Appardix B for description of symbols and see See Appardix B for description of symbols and						DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS
PEAT (PT), with sand, dark brown  10.0  SAND (SP), trace slit, ocassional organic stain, brown to gray  15—  20—  25—  SAND (SP-SM), with to modifier limestone fragments, tan to brown  Stratification lines are approximate. In-situ, the transition may be gradual.  See Exhibit A-19 for description of field procedures and additional data (if any).  See Appendix B for description of laboratory procedures and additional data (if any).  See Appendix B for description of laboratory procedures and additional data (if any).  See Appendix B for description of laboratory procedures and additional data (if any).  See Appendix B for description of laboratory procedures and additional data (if any).  See Appendix B for description of laboratory procedures and additional data (if any).  See Appendix B for description of laboratory procedures and additional data (if any).  See Appendix B for description of laboratory procedures and additional data (if any).		SAND (SP), trace limerock, trace silt, brow	n to gray					X	1-2-2-3 N=4
PEAT (PT), with sand, dark brown  100  SAND (SP), trace slit, ocassional organic stain, brown to gray  15—  20—  25—  SAND (SP-SM), with to modifier limestone fragments, tan to brown  Stratification lines are approximate. In-situ, the transition may be gradual.  See Exhibit A-19 for description of field procedures of any occurrent Method:  See Appendix B for description of liaboratory procedures and additional data (if any).  See Appendix B for description of liaboratory procedures and additional data (if any).  See Appendix B for description of liaboratory procedures and additional data (if any).  See Appendix B for description of liaboratory procedures and additional data (if any).  See Appendix B for description of liaboratory procedures and additional data (if any).  See Appendix B for description of liaboratory procedures and additional data (if any).  See Appendix B for description of liaboratory procedures and additional data (if any).  See Appendix B for description of liaboratory procedures and additional data (if any).						-	$\nabla$	X	5-2-3-5 N=5
PEAT (PT), with sand, dark brown  100  SAND (SP), trace slit, ocassional organic stain, brown to gray  15—  20—  25—  25—  30—  SAND (SP-SM), with to modifier limestone fragments, tan to brown  Strattication lines are approximate. In-slit, the transition may be gradual.  See Exhibit A-19 for description of field procedures See Appendix D for description of field procedures See Appendix D for description of symbols and						5 –		X	6-5-4-3 N=9
PEAT (PT), with sand, dark brown  100  SAND (SP), trace slit, ocassional organic stain, brown to gray  15—  20—  25—  25—  30—  SAND (SP-SM), with to modifier limestone fragments, tan to brown  Strattication lines are approximate. In-slit, the transition may be gradual.  See Exhibit A-19 for description of field procedures See Appendix D for description of field procedures See Appendix D for description of symbols and						_		X	2-3-2-1 N=5
SAND (SP-SM), with to modifier limestone fragments, tan to brown  20- SAND (SP-SM), with to modifier limestone fragments, tan to brown  Stratification lines are approximate. In-situ, the transition may be gradual.  See Exhibit A-19 for description of field procedures  See Appendix B for description of laboratory procedures and additional data (if any).  See Appendix B for description of laboratory procedures and additional data (if any).	E	PEAT (PT), with sand, dark brown				_		X	-1-4-7 WH
20  25  SAND (SP-SM), with to modifier limestone fragments, tan to brown  Stratification lines are approximate. In-situ, the transition may be gradual.  See Exhibit A-19 for description of field procedures  See Appendix B for description of field procedures  See Appendix B for description of aboratory procedures and additional data (if any).  See Appendix C for explanation of symbols and		SAND (SP), trace silt, ocassional organic s	tain, brown to gray			10-			WA
32.0  SAND (SP-SM), with to modifier limestone fragments, tan to brown  Stratification lines are approximate. In-situ, the transition may be gradual.  See Exhibit A-19 for description of field procedures  See Appendix B for description of laboratory procedures and additional data (if any).  See Appendix C for explanation of symbols and						- 15-		X	5-5-5 N=10
32.0  SAND (SP-SM), with to modifier limestone fragments, tan to brown  Stratification lines are approximate. In-situ, the transition may be gradual.  Hammer Type: Automatic  See Exhibit A-19 for description of field procedures  See Appendix B for description of laboratory procedures and additional data (if any).  See Appendix C for explanation of symbols and						20-	0	X	5-6-7 N=13
Stratification lines are approximate. In-situ, the transition may be gradual.  See Exhibit A-19 for description of field procedures  See Appendix B for description of laboratory procedures and additional data (if any).  See Appendix C for explanation of symbols and						25-		X	5-7-7 N=14
Stratification lines are approximate. In-situ, the transition may be gradual.  Stratification lines are approximate. In-situ, the transition may be gradual.  Hammer Type: Automatic  See Exhibit A-19 for description of field procedures  See Appendix B for description of laboratory procedures and additional data (if any).  See Appendix C for explanation of symbols and						30-		X	2-2-3 N=5
See Exhibit A-19 for description of field procedures  See Appendix B for description of laboratory procedures and additional data (if any).  See Appendix C for explanation of symbols and		SAND (SP-SM), with to modifier limestone	fragments, tan to brown			-			
See Appendix B for description of laboratory procedures and additional data (if any).  See Appendix C for explanation of symbols and	i	ification lines are approximate. In-situ, the transition r	nay be gradual.		Hammer Type: Automatic				
procedures and additional data (if any).  See Appendix C for explanation of symbols and		Method:	See Appendix B for des	cription of laboratory	Notes:				
mpletion.	;	ckfilled with cement-bentonite grout upon	See Appendix C for exp						
				7	Borling Started: 12/28/2012	Ţ	Boring (	Comple	led: 12/28/201
Water Initially Encountered at 4.0'  Natural Property Drill Rig: CME 55  Drill Rig: CME 55		ter Initially Encountered at 4.0'	and the second s		Drill Rig: CME 55		Driller:	HA	

PROJE	ECT: Fire Station #54		CLIENT: City (	of Fort Lauderdale Lauderdale, Florid	Pub a	lic V	Vork	s Departm
SIIE.	NE 32nd Street Fort Lauderdale, Florida							
GRAPHICLO	ATION See Exhibit A-4				DEPTH (Pt.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS
DEPT	SAND (SP-SM), with to modifier limestor	ne fragments, tan to brown (	(continued)		35-		X	8-5-3 N=8
					40-		X	7-9-12 N=21
43.5	<b>WEATHERED LIMESTONE</b> , with sand,	tan			-			4
4					45 <del>-</del>		4	N= 50/1"
A A L					50-		X	44-25-40 N=65
Z Z					55		X	4-9-10 N=19
4. T.								26
60.0 E	Boring Terminated at 60 Feet				60		1	N= 50/3"
Classifi	fication lines are approximate. kn-situ, the transition	n may be cradual		Hammer Type: Automatic	65 <u> </u>			
vancement N								
SPT  Pandonment I  Borings back		See Exhibit A-19 for descri See Appendix B for descri procedures and additional See Appendix C for explan abbreviations.	ption of laboratory data (if any).	Notes:				
completion.	ATER LEVEL OBSERVATIONS			Paring Started: 42/20/2042	I.	odn- O	omel-t	d: 12/20/2012
	er Initially Encountered at 4.0'		DARSE	Boring Started: 12/28/2012 Drill Rig: CME 55		riller: H		ed: 12/28/2012
		2448 Metroc	centre Blvd,	Project No.: H5125039		xhibit:	A-1	1

PRO.	JECT: Fire Station #54		CLIENT: City of	Fort Lauderdale uderdale, Florida	Pub	lic V	Vork	s Departi
SITE:	NE 32nd Street		Fort La	uderdale, Florida	a			•
	Fort Lauderdale, Florida							
GRAFAICEO	CATION See Exhibit A-4				ОЕРТН (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS
	SAND (SP), trace limerock, trace silt, brow	n to gray			-		X	2-3-3-3 N=6
					_	$\nabla$	X	3-4-4-4 N=8
					5-		X	4-3-3-3 N=6
6.5	PEAT (PT), with sand, dark brown				_		X	3-2-1-1 N=3
9.5		A-l			10		X	-1-3 WH
	SAND (SP), trace silt, ocassional organic s	stain, brown to gray			10- - -			
					-		X	3-3-3 N=6
					15- - -			
							X	3-4-4 N=8
					20-			14-0
					-			3-4-4
					25-			N=8
28.	5			×	_			
	WEATHERED LIMESTONE, with sand, to	an			30-		X_	7-9-16 N=25
32.0	o SAND (SP-SM), with to modifier limestone	fragments, tan to brown			_			
s	tratification lines are approximate. In-situ, the transition n	may be gradual,		Hammer Type: Automatic				
ncem	ent Method:	See Exhibit A-19 for descrip	tion of field procedures	Notes:				
ndonm	ent Melhod: backfilled with cement-bentonite grout upon	See Appendix B for descript procedures and additional d See Appendix C for explana abbreviations.	ata (if any).					
mplet	ion. WATER LEVEL OBSERVATIONS			des Clarked, Adjuntance	T.	anda - d	Corest-1	nd: 10/00/004
И	Vater Initially Encountered at 4.0'	L. Por	ARSE	oring Started: 12/22/2012				ed: 12/22/201
		2448 Metroce West Palm Re	ntre Blvd.	rill Rig: CME 55		Oriller: ( Exhibit:	WEIGHT - TOTAL	MARKET AND

PROJECT:	Fire Station #54	C	LIENT: City Fort	of Fort Lauderdale Lauderdale, Florida	Pub 1	lic V	Vork	s Depart
	NE 32nd Street Fort Lauderdale, Florida					ân water a		
LOCATION	See Exhibit A-4				<b>DEPTH (Ft.)</b>	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS
DEPTH	(SP-SM), with to modifier limesto	no fragmente, tou to brown (oor	other and			> 8	Ś	
SAND	(SPS)III), With to modifier limesto	ne fragments, tan to brown (cor	unuea)		35 <u> </u>		X	3-3-4 N=7
					40-		X	3-4-5 N=9
43.5		*			-			
WEAT	<b>HERED LIMESTONE</b> , with sand,	tan			45 <u> </u>		X	45-28 N= 50/3"
				3	50 <u> </u>			53-9-9 N=18
					55		X	7-8-10 N=18
57.0 SAND	(SP-SM), with to modifier limestor	ne fragments, tan to brown			-			one commence and are considered as
					60		X	WR
	*				_		X	1-1-1 N=2 5-5-8
65.0 Boring	Terminated at 65 Feet				65	1	<del>\</del>	N=13
Stratification	lines are approximate. In-situ, the transition	n may be gradual.		Hammer Type: Automatic				
incement Method: order Method: idonment Method: order backfilled w		See Exhibit A-19 for description See Appendix B for description procedures and additional date See Appendix C for explanation abbreviations.	n of laboratory a (if any).	Notes:				
mpletion. WATER	LEVEL OBSERVATIONS			Boring Started: 12/22/2012	D.	oring C	omnlete	d: 12/22/2012
	ally Encountered at 4.0'	RODA	RSE	Drill Rig: CME 55		riller: C		~. ILLEUZVIZ
		2448 Metrocentr West Palm Beach	re Blvd.	Project No.: H5125039		whibit:	A-16	

	DJECT: Fire Station #54	CLIENT: C	ity of Fort Lauderdale Pul ort Lauderdale, Florida	olic V	Vork	s Departm
SITI	E: NE 32nd Street Fort Lauderdale, Florida					
GRAPHICLO	OCATION See Exhibit A-4		DEPTH (FL)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS
	SAND (SP), trace limerock, trace slit, brow	wn to gray			X	9-5-5-7 N=10
					X	6-8-7-4 N=15
-	.0		5-		X	2-2-1-1 N=3
71	PEAT (PT), with sand, dark brown					1-1-2-1 N=3
77 F	.5 SAND (SP), trace silt, ocassional organic	stain; brown to gray				1-2-4-7 N=6
			10-			N-0
				1		
			15		X	3-4-4 N=8
			13			
						1-1-2
			20		X	N=3
						1-1-1 N=2
			25			
	8.0					
K	WEATHERED LIMESTONE, with sand, to	tali	30		X.	12-9-10 N=19
7	2.0					
	SAND (SP-SM), with to modifier limeston  Stratification lines are approximate. In-situ, the transition		Hammer Type: Automatic			
			T.N.L.			
Vance SPT	ment Method:	See Exhibit A-19 for description of field proce See Appendix B for description of laboratory procedures and additional data (if any).	, '			
Borin	nment Method: gs backfilled with cement-bentonite grout upon letion.	See Appendix C for explanation of symbols a abbreviations.	nd			
	WATER LEVEL OBSERVATIONS		Boring Started: 12/30/2012	Boring	Comple	ted: 12/30/2012
7	Water Initially Encountered at 4.0'	HODARSE			STATE OF THE PARTY	

PROJECT: Fire Station #54	CLIENT: CI	ty of Fort Lauderdale Pu ort Lauderdale, Florida	blic Work	s Depart
SITE: NE 32nd Street Fort Lauderdale, Florid		oπ Lauderda <u>l</u> e, Florida		
LOCATION See Exhibit A-4		ОЕРТН (Р.)	WATER LEVEL OBSERVATIONS SAMPLE TYPE	FIELD TEST RESULTS
DEPTH SAND (SP-SM), with to modifier limes	stone fragments, tan to brown (continued)	35-		10-6-6 N=12
		40-		50/4"
47.5		45-		3-6-8 N=14
WEATHERED LIMESTONE, with sar	nd, tan	50-		6-11-4 N=15
		55 <del>-</del>		7-15-9 N=24
60.0  Boring Terminated at 60 Feet		60-		13 N= 50/2"
		65-		
Stratification lines are approximate. In-situ, the transitancement Method:	See Exhibit A-19 for description of field procedu	Hammer Type: Automatic		
PT  Indonment Method: orings backfilled with cement-bentonite grout upon impletion.	See Appendix B for description of laboratory procedures and additional data (if any).  See Appendix C for explanation of symbols and abbreviations.			
WATER LEVEL OBSERVATIONS  Water Initially Encountered at 4.0'	DODARSE		Boring Complete	d: 12/30/2012
	2448 Metrocentre Blvd. West Palm Beach, Florida		Driller: HA Exhibit: A-18	



# **Field Exploration Description**

The field exploration consisted of performing 7 SPT borings (Borings B-1 through B-7) to depth of 60 to 65 feet below the existing ground surface. The boring locations were laid out at the project site by Nodarse personnel. The locations indicated on the attached diagram are approximate and were measured by pacing distances and estimating right angles. The locations of the borings should be considered accurate only to the degree implied by the means and methods used to define them.

The SPT soil borings were drilled using a truck mounted rotary drill rig with an automatic hammer. Published correlations between the SPT values and soil properties are based on the cathead and rope method. The boreholes were advanced using drilling mud (bentonite) techniques.

Soil samples were obtained by the split spoon sampling procedure in general accordance with the American Society of Testing and Materials (ASTM) test designation D 1586 titled "Standard Practice for Penetration Test and Split-Barrel Sampling of Soils". In the split spoon sampling procedure, the number of blows required to advance the sampling spoon the last 12 inches of an 18-inch penetration or the middle 12 inches of a 24-inch penetration by means of a 140-pound hammer with a free fall of 30 inches, is the standard penetration resistance value (N). This value is used to estimate the in-situ relative density of cohesionless soils and the consistency of cohesive soils. The sampling depths and penetration distance, plus the standard penetration resistance values, are shown on the boring logs.

Portions of the samples from the borings were sealed in glass jars to reduce moisture loss, and then the jars were taken to our laboratory for further observation and classification. Upon completion, the boreholes were backfilled with the site soil.

Field logs of each boring were prepared by the drill crew. These logs included visual classifications of the materials encountered during drilling as well as the driller's interpretation of the subsurface conditions between samples. The boring logs included with this report represent an interpretation of the field logs and include modifications based on laboratory observation of the samples.

# APPENDIX B LABORATORY TESTING

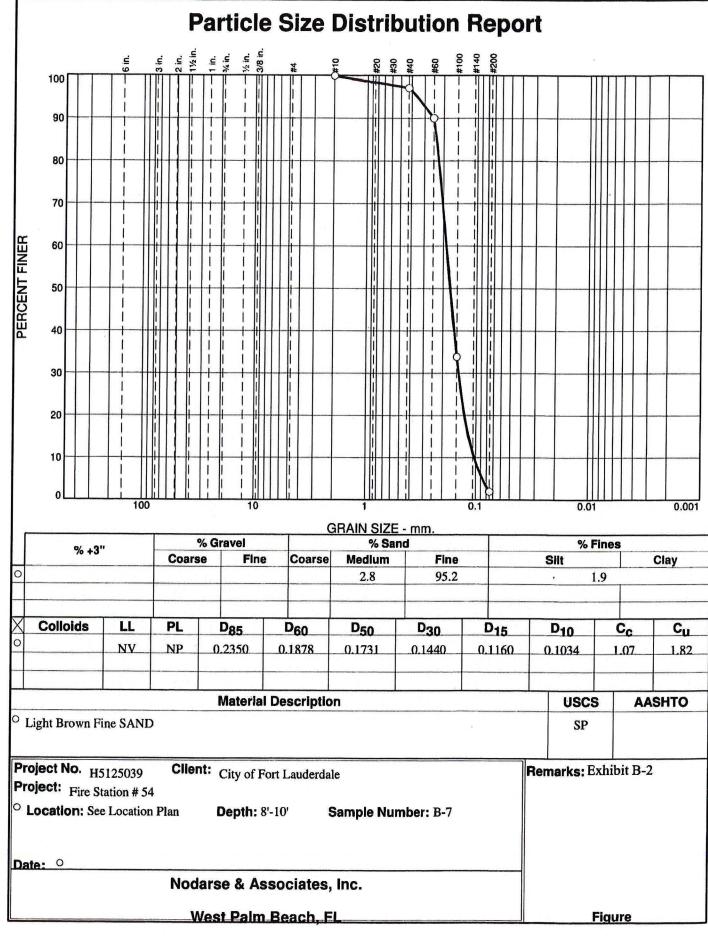


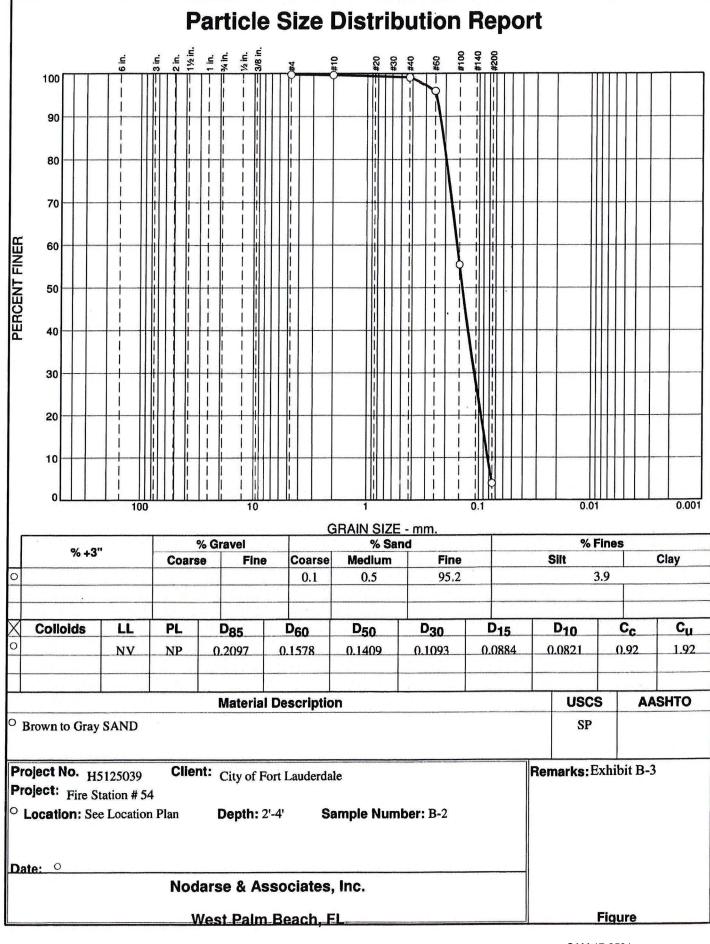
# Fire Station #54 NE 32<sup>nd</sup> Street, City of Fort Lauderdale, Florida

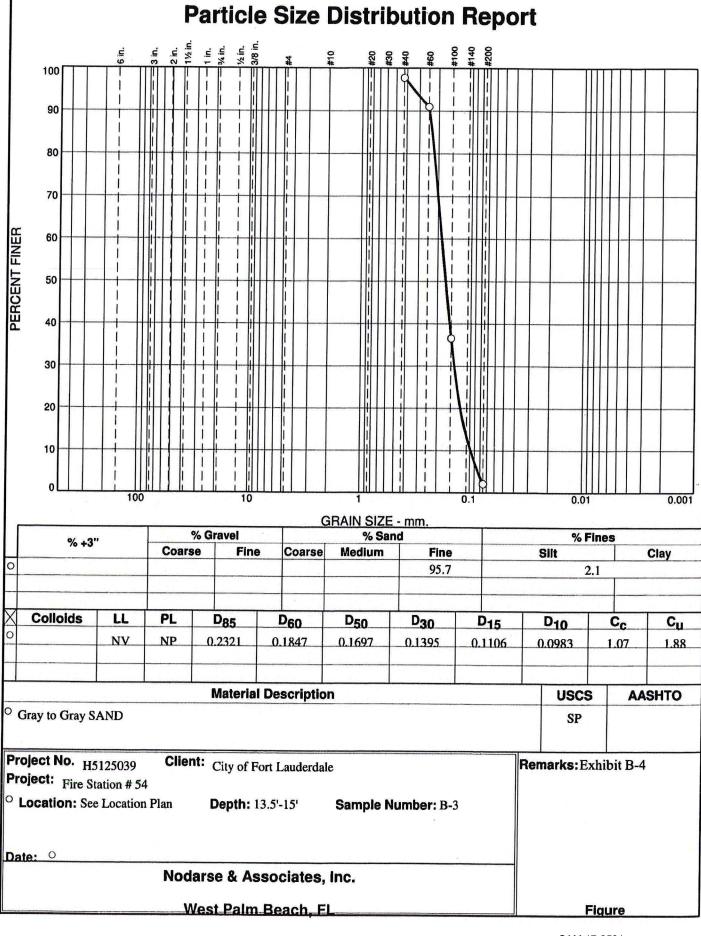
# **Summary of Laboratory Test Results**

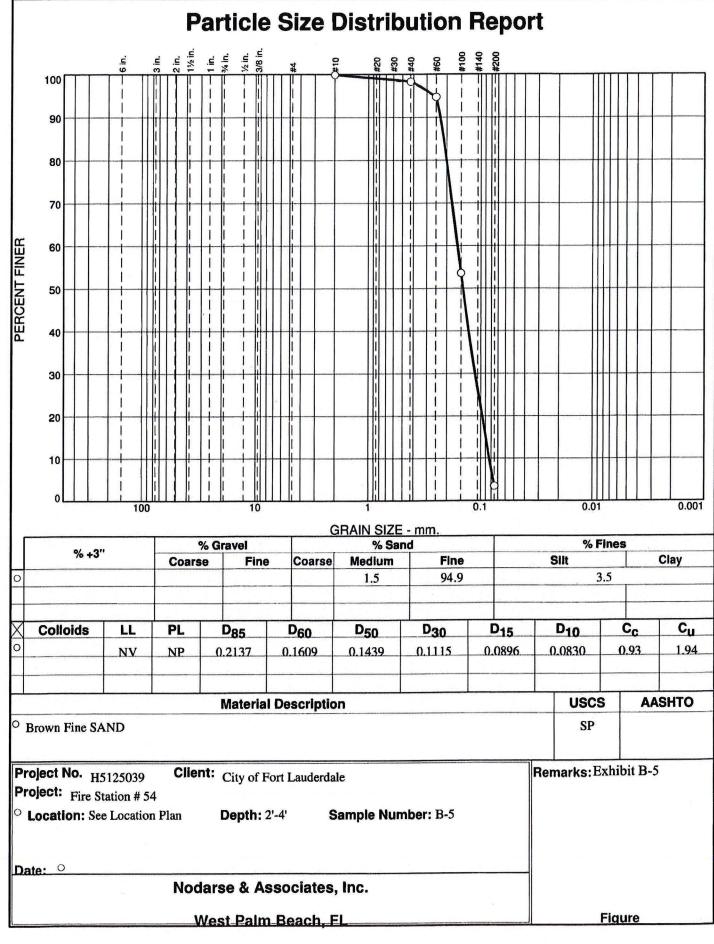
Boring #	Depth, feet	Moisture Content,	Fines Content, %	Organic Content, %	USCS Classification
B-1	7.0-8.0	176		23.4	PT
B-1	38.5-40.0	23	2.4	-	SP
B-2	6.0-8.0.	281		36.9	PT
B-2	2.0-4.0	27	3.9	-	SP
B-3	13.0-15.0	23	2.1		SP
B-4	6.5-8.0	158/	_	29.7	PT
B-4	8.0-9.5.	142	-	41.6	PT
B-5	2.0-4.0	32	3.5	-	SP
B-6	7.0-9.0	336	-	58.7	PT
B-6	4.0-6.0	30	2.4	-	SP
B-7	6.0-8.0	185	-	22.7	PT
B-7	8.0-10.0	33	1.9	-	SP

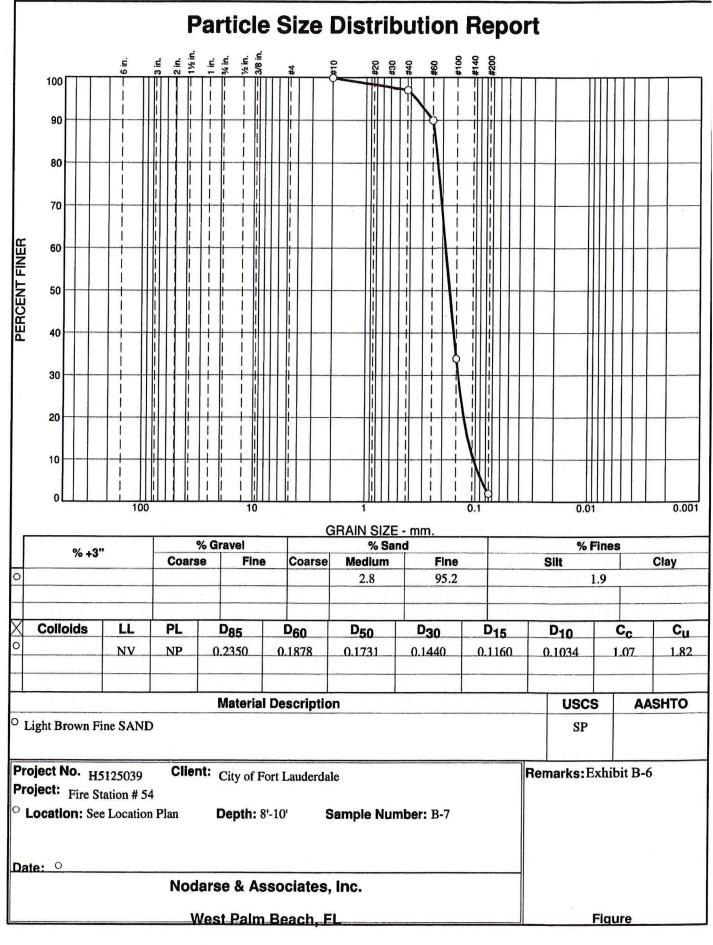
Exhibit B-1













# **Laboratory Testing Discription**

Soil samples recovered from the soil borings were visually classified in general accordance with the American Society of Testing and Materials (ASTM) Test Designation D 2487 (Unified Soil Classification System). The tests included were natural moisture content, organic content and grain size distribution analyses including passing the No. 200 sieve. These tests were performed as follows:

Natural moisture content tests were performed in general accordance ASTM Test Designation D 2216, titled "Laboratory Determination of Water [Moisture] Content of Soil, Rock and Soil-Aggregate Mixtures".

Grain-size distribution analyses were performed in general accordance ASTM Test Designation D 422, titled "Particle-Size Analysis of Soils". The grain size distribution analysis also measures the percentage of soils particles passing the No. 200 sieve. The percentage by weight passing the No. 200 sieve is the amount of silt and clay sized particles reported.

Organic content tests were performed in general accordance with FDOT Test Designation FM1-T267 (ASTM Test Designation D 2974, titled "Moisture, Ash, and Organic Matter of Peat and Other Organic Soils").

Summary of laboratory test results is presented in Exhibit B-1 of Appendix B. In addition, plots of grain-size distribution analyses report are also included in Appendix B.

Exhibit B-7

# APPENDIX C SUPPORTING DOCUMENT

# **GENERAL NOTES**

#### **DRILLING & SAMPLING SYMBOLS:**

SS:	Split Spoon - 1-3/6" I.D., 2" O.D., unless otherwise noted	HS:	Hollow Stem Auger
ST:	Thin-Walled Tube - 2" O.D., unless otherwise noted	PA:	Power Auger
RS:	Ring Sampler - 2.42" I.D., 3" O.D., unless otherwise noted	HA:	Hand Auger
DB:	Diamond Bit Coring - 4", N, B	RB:	Rock Bit
BS:	Bulk Sample or Auger Sample	WB:	Wash Boring or Mud Rotary

The number of blows required to advance a standard 2-inch O.D. split-spoon sampler (SS) the last 12 inches of the total 18-inch penetration with a 140-pound hammer falling 30 inches is considered the "Standard Penetration" or "N-value".

#### WATER LEVEL MEASUREMENT SYMBOLS:

WL:	Water Level	WS:	While Sampling	N/E:	Not Encountered
WCI:	Wet Cave in	WD:	While Drilling	ESH	Estimated Seasonal High Groundwater
DCI:	Dry Cave in	BCR:	<b>Before Casing Removal</b>	ESL	Estimated Seasonal Low Groundwater
AB:	After Boring	ACR:	After Casing Removal		

Water levels indicated on the boring logs are the levels measured in the borings at the times indicated. Groundwater levels at other times and other locations across the site could vary. In pervious soils, the indicated levels may reflect the location of groundwater. In low permeability soils, the accurate determination of groundwater levels may not be possible with only short-term observations.

DESCRIPTIVE SOIL CLASSIFICATION: Soil classification is based on the Unified Classification System. Coarse Grained Soils have more than 50% of their dry weight retained on a #200 sieve; their principal descriptors are: boulders, cobbles, gravel or sand. Fine Grained Soils have less than 50% of their dry weight retained on a #200 sieve; they are principally described as clays if they are plastic, and silts if they are slightly plastic or non-plastic. Major constituents may be added as modifiers and minor constituents may be added according to the relative proportions based on grain size. In addition to gradation, coarse-grained soils are defined on the basis of their in-place relative density and fine-grained soils on the basis of their consistency.

#### **CONSISTENCY OF FINE-GRAINED SOILS**

Unconfined Compressive Strength, Qu, psf	Standard Penetration or N-value (SS) Blows/Ft.	Consistency	Standard Penetration or N-value (SS) Blows/Ft.	Rei
< 500	0-1	Very Soft	0-3	
500 - 1,000	2 – 4	Soft	4-9	
1,001 - 2,000	4 – 8	Medium Stiff	10 – 29	M
2,001 - 4,000	8 – 15	Stiff	30 – 49	
4,001 - 8,000	15 - 30	Very Stiff	> 50	
8.000+	> 30	Hard		

# **RELATIVE PROPORTIONS OF SAND AND GRAVEL**

Descriptive Term(s) of other	Percent of
Constituents	<b>Dry Weight</b>
Trace	< 15
With	15 - 29
Modifier	> 30

# RELATIVE PROPORTIONS OF FINES

Descriptive Term(s) of other	Percent of
Constituents	<b>Dry Weight</b>
Trace	< 5
With	5 - 12
Modifiers	> 12

# RELATIVE DENSITY OF COARSE-GRAINED SOILS

Standard Penetration	
or N-value (SS)	<b>Relative Density</b>
Blows/Ft.	
0-3	Very Loose
4 – 9	Loose
10 – 29	Medium Dense
30 – 49	Dense
> 50	Very Dense

# **GRAIN SIZE TERMINOLOGY**

of Sample	Particle Size		
Boulders	Over 12 in. (300mm)		
Cobbles	12 in. to 3 in. (300mm to 75 mm)		
Gravel	3 in. to #4 sieve (75mm to 4.75 mm)		
Sand	#4 to #200 sieve (4.75mm to 0.075mm)		
Silt or Clay	Passing #200 Sieve (0.075mm)		

#### PLASTICITY DESCRIPTION

T	Plasticity Index		
<u>Term</u>			
Non-plastic	0		
Low	1 – 10		
Medium	11 – 30		
High	> 30		

Exhibit C-1

CAM 17-0531 **EXHIBIT 1A** Page 280 of 300

# GENERAL NOTES

### **Description of Rock Properties**

#### WEATHERING

Fresh

Rock fresh, crystals bright, few joints may show slight staining. Rock rings under hammer if crystalline.

Very slight

Rock generally fresh, joints stained, some joints may show thin clay coatings, crystals in broken face show

bright. Rock rings under hammer if crystalline.

Slight

Rock generally fresh, joints stained, and discoloration extends into rock up to 1 in. Joints may contain clay. In granitoid rocks some occasional feldspar crystals are dull and discolored. Crystalline rocks ring under

hammer.

A .

Moderate

Significant portions of rock show discoloration and weathering effects. In granitoid rocks, most feldspars are dull and discolored; some show clayey. Rock has dull sound under hammer and shows significant loss of strength as compared with fresh rock.

Moderately severe

All rock except quartz discolored or stained. In granitoid rocks, all feldspars dull and discolored and majority show kaolinization. Rock shows severe loss of strength and can be excavated with geologist's pick.

Severe

All rock except quartz discolored or stained. Rock "fabric" clear and evident, but reduced in strength to strong soil. In granitoid rocks, all feldspars kaolinized to some extent. Some fragments of strong rock usually left.

Very severe

All rock except quartz discolored or stained. Rock "fabric" discernible, but mass effectively reduced to "soil" with only fragments of strong rock remaining.

Complete

Rock reduced to "soil". Rock "fabric" not discernible or discernible only in small, scattered locations. Quartz may

be present as dikes or stringers.

# HARDNESS (for engineering description of rock – not to be confused with Moh's scale for minerals)

Very hard

Cannot be scratched with knife or sharp pick. Breaking of hand specimens requires several hard blows of geologist's pick.

Hard

Can be scratched with knife or pick only with difficulty. Hard blow of hammer required to detach hand specimen.

Moderately hard

Can be scratched with knife or pick. Gouges or grooves to 1/4 in. deep can be excavated by hard blow of point of a geologist's pick. Hand specimens can be detached by moderate blow.

Medium

Can be grooved or gouged 1/16 in. deep by firm pressure on knife or pick point. Can be excavated in small chips to pieces about 1-in, maximum size by hard blows of the point of a geologist's pick.

Soft

Can be gouged or grooved readily with knife or pick point. Can be excavated in chips to pieces several inches in size by moderate blows of a pick point. Small thin pieces can be broken by finger pressure.

Very soft

Can be carved with knife. Can be excavated readily with point of pick. Pieces 1-in. or more in thickness can be broken with finger pressure. Can be scratched readily by fingernail.

Joint, Bedding and Foliation Spacing in Rock\*

Spacing Less than 2 in. 2 in. — 1 ft. 1 ft. — 3 ft. 3 ft. — 10 ft. More than 10 ft.	Very of Close	rately close	Bedding/Foliation Very thin Thin Medium Thick Very thick	
Rock Quality D	esignator (RQD)b	Joint Openness Descriptors		
RQD, as a percentage	Diagnostic description	Openness	Descriptor	
Exceeding 90 90 – 75 75 – 50 50 – 25 Less than 25	Excellent Good Fair Poor Very poor	No Visible Separation Less than 1/32 in. 1/32 to 1/8 in. 1/8 to 3/8 in. 3/8 in. to 0.1 ft. Greater than 0.1 ft.	Tight Slightly Open Moderately Open Open Moderately Wide Wide	

Spacing refers to the distance normal to the planes, of the described feature, which are parallel to each other or nearly so.

RQD (given as a percentage) = length of core in pieces 4 in. and longer/length of run.

References: American Society of Civil Engineers, Manuals and Reports on Engineering Practice - No. 56. Subsurface Investigation for Design and Construction of Foundations of Buildings. New York: American Society of Civil Engineers, 1976.

U.S. Department of the Interior, Bureau of Reclamation, Engineering Geology Field Manual.

Exhibit C-2

# **UNIFIED SOIL CLASSIFICATION SYSTEM**

		and the second s			Soil Classification	
Criteria for Assig	ning Group Symbol	s and Group Name	s Using Laboratory 1	rests <sup>A</sup>	Group Symbol	Group Name B
Activities and the control of the co	Gravels: More than 50% of coarse fraction retained on No. 4 sieve	Clean Gravels: Less than 5% fines <sup>c</sup>	Cu ≥ 4 and 1 ≤ Cc ≤ 3 E		GW	Well-graded gravel F
			Cu < 4 and/or 1 > Cc > 3 E		GP	Poorly graded gravel
		Gravels with Fines: More than 12% fines <sup>c</sup>	Fines classify as ML or M	Н	GM	Silty gravel F.G, H
Coarse Grained Soils:			Fines classify as CL or Cl	1	GC	Clayey gravel F.G.H
More than 50% retained on No. 200 sieve	Sands: 50% or more of coarse fraction passes No. 4 sieve	Clean Sands: Less than 5% fines D	Cu ≥ 6 and 1 ≤ Cc ≤ 3 <sup>E</sup>		SW	Well-graded sand
31110. 200 0000			Cu < 6 and/or 1 > Cc > 3		SP	Poorly graded sand
		Sands with Fines: More than 12% fines D	Fines classify as ML or MH		SM	Silty sand G,H,I
			Fines Classify as CL or CH		SC	Clayey sand G,H,I
	Silts and Clays: Liquid limit less than 50	Inorganic:	PI > 7 and plots on or above "A" line J		CL	Lean clay K,L,M
			PI < 4 or plots below "A" line J			Silt K,L,M
		Organic:	Liquid limit - oven dried	< 0.75 OL	Organic clay K,L,M,N	
Fine-Grained Soils: 50% or more passes the			Liquid limit - not dried		OL	Organic silt K.C.M.O
No. 200 sieve		Inorganic:	PI plots on or above "A" lir	ne	СН	Fat clay KLM
110. 200 0.010	Silts and Clays:		PI plots below "A" line		MH	Elastic Silt K,L,M
	Liquid limit 50 or more	Organic:	Liquid limit - oven dried	< 0.75		Organic clay K,L,M,P
			Liquid limit - not dried			Organic silt K,L,M,Q
Highly organic soils: Primarily organic matter, dark in color, and organic odor				PT	Peat	

A Based on the material passing the 3-in. (75-mm) sieve

If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

<sup>c</sup> Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.

graded gravel with silt, GP-GC poorly graded gravel with clay.

Description Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay

E 
$$Cu = D_{60}/D_{10}$$
  $Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$ 

F If soil contains ≥ 15% sand, add "with sand" to group name.

<sup>G</sup> If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

H If fines are organic, add "with organic fines" to group name.

If soil contains ≥ 15% gravel, add "with gravel" to group name.

If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.

K If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.

If soil contains ≥ 30% plus No. 200 predominantly sand, add "sandy" to group name.

<sup>M</sup> If soil contains ≥ 30% plus No. 200, predominantly gravel, add "gravelly" to group name.

N PI ≥ 4 and plots on or above "A" line.

O PI < 4 or plots below "A" line.

P PI plots on or above "A" line.

<sup>Q</sup> PI plots below "A" line.

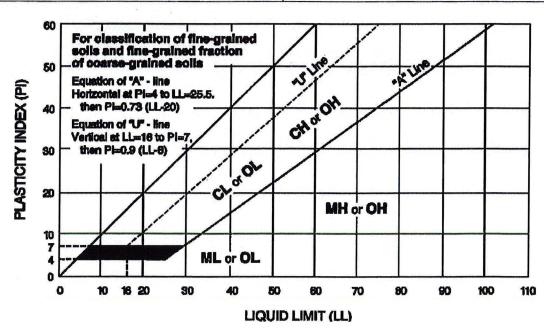


Exhibit C-3

May 15, 2013

# City of Fort Lauderdale

100 N. Andrews Avenue Fort Lauderdale, FL

Attn:

Mr. Norman I. Schwartz, AIA

P: 954 828-4355

E: NSchwartz@fortlauderdale.gov

Re:

Geotechnical Engineering Report, Addendum-1

Fire Station #54; City Project No. P10914 NE 32<sup>nd</sup> Street, City of Fort Lauderdale, Florida

Project No: H5125039

Dear Mr. Schwartz:

We understand that the City of Fort Lauderdale has come to know of the presence of 12 inch square concrete piles in the project site. During geotechnical investigation Terracon was not aware of any existing piles and did not encounter any pile during soil borings. However, Terracon recommends leaving the piles in-place wherever possible, provided they do not impact the installation of foundation piles or underground utilities. If left in-place, the piles should be cut-off to a level of 3 feet below the bottom of the proposed foundations.

Based on foundation drawings provided by city on 05/15/2013, Terracon understands that five new 14-inch auger cast piles are either over lapping or are in close proximity to existing square piles. There are three viable options from a geotechnical point of view:

- The city may choose to extract the piles. If the piles are removed, the sandy subsurface material will collapse into the void created during the removal of piles. If excavation is performed, during removal of piles it should be backfilled and compacted using structural fill in accordance with project plans and specifications.
- 2. The city may choose leave existing piles in place, and remove any obstruction within 3 feet below the bottom of the foundation. The new pile that is overlapping existing piles would need to be moved three pile diameters away from existing square pile.
- City may also choose to use the existing pile as stiffener pile and embed it into new foundation system (pile cap). New auger pile will need to be relocated three pile diameters away from existing piles.

We appreciate the opportunity to assist you on this project. Please contact us, if you have

any questions regarding the contents of this letter.

Yours sincerely,

Terracon Consultants Inc.

Vijay Mishra, E.I. Geotechnical Engineer

Florida Registration #36440

Terracon Consultants Inc. 2448 Metrocentre boulevard West Palm Beach, Florida 33407
P [561] 616 0870 F [561] 616 0870 terracon.com

Geotechnical \_\_\_\_

Environmental

Construction Materials

Facilities

55EP 16 1:18PM

# SECTION 024116 STRUCTURE DEMOLITION

# **PART 1 - GENERAL**

# 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

## 1.2 SUMMARY

#### A. Section Includes:

- 1. Demolition and removal of buildings.
- 2. Abandoning in-place and/or removing below-grade construction.
- 3. Disconnecting, capping or sealing, and abandoning in-place and/or removing site utilities.
- 4. Salvaging items for reuse by City.

# B. Related Sections:

- 1. Division 01 Section "Summary" for use of the premises and phasing requirements.
- 2. Division 01 Section "Photographic Documentation" for preconstruction photographs taken before building demolition.
- 3. Division 01 Section "Temporary Facilities and Controls" for temporary construction, protection facilities, and environmental-protection measures for building demolition operations.
- 4. Division 01 Section "Construction Waste Management and Disposal" for recycling and disposal of nonhazardous demolition wastes and for removal and storage of refrigerant.
- 5. Division 02 Section "Selective Structure Demolition" for partial demolition of buildings, structures, and site improvements.
- 6. Division 22 Sections for demolishing or relocating site plumbing items.
- 7. Division 26 Sections for demolishing or relocating site electrical items.
- 8. Division 31 Section "Site Clearing" for site clearing and removal of above- and below-grade site improvements not part of building demolition.

# 1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged.
- B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to City ready for reuse. Include fasteners or brackets needed for reattachment elsewhere.

# 1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to City that may be uncovered during demolition remain the property of City.
  - Carefully salvage in a manner to prevent damage and promptly return to City.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified refrigerant recovery technician.
- B. Proposed Protection Measures: Submit informational report, including Drawings, that indicates the measures proposed for protecting individuals and property for environmental protection, for dust control and for noise control. Indicate proposed locations and construction of barriers.
  - 1. Adjacent Buildings: Detail special measures proposed to protect adjacent buildings to remain including means of egress from those buildings.
- C. Schedule of Building Demolition Activities: Indicate the following:
  - 1. Detailed sequence of demolition work, with starting and ending dates for each activity.
  - 2. Temporary interruption of utility services.
  - 3. Shutoff and capping or re-routing of utility services.
- D. Inventory: Submit a list of items to be removed and salvaged and deliver to City prior to start of demolition.
- E. Predemolition Photographs or Video: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by demolition operations. Comply with Division 01 Section "Photographic Documentation." Submit before the Work begins.
- F. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.
- G. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

# 1.6 QUALITY ASSURANCE

A. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.

B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

- C. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.
- D. Predemolition Conference: Conduct conference at Project site 3211 NE 32<sup>nd</sup> Street, Fort Lauderdale, FL.
  - 1. Inspect and discuss condition of construction to be demolished.
  - 2. Review structural load limitations of existing structures.
  - 3. Review and finalize building demolition schedule and verify availability of demolition personnel, equipment, and facilities needed to make progress and avoid delays.
  - 4. Review and finalize protection requirements.
  - 5. Review procedures for noise control and dust control.
  - 6. Review procedures for protection of adjacent buildings.
  - 7. Review items to be salvaged and returned to City.

# 1.7 PROJECT CONDITIONS

- A. Buildings to be demolished will be vacated and their use discontinued before start of the Work.
- B. Buildings immediately adjacent to demolition area will be occupied. Conduct building demolition so operations of occupied buildings will not be disrupted.
  - 1. Provide not less than 72 hours' notice of activities that will affect operations of adjacent occupied buildings.
  - 2. Maintain access to existing walkways, exits, and other facilities used by occupants of adjacent buildings.
    - a. Do not close or obstruct walkways, exits, or other facilities used by occupants of adjacent buildings without written permission from authorities having jurisdiction.
- C. City assumes no responsibility for buildings and structures to be demolished.
  - 1. Conditions existing at time of inspection for bidding purpose will be maintained by City as far as practical.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
  - If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and City. Hazardous materials will be removed by City under a separate contract.
- E. Hazardous Materials: Hazardous materials are present in buildings and structures to be demolished. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.
  - 1. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
- F. On-site storage or sale of removed items or materials is not permitted.

#### 1.8 COORDINATION

A. Arrange demolition schedule so as not to interfere with City's on-site operations or operations of adjacent occupied buildings.

#### **PART 2 - PRODUCTS**

#### 2.1 SOIL MATERIALS

A. Satisfactory Soils: Comply with requirements in Division 31 Section "Earth Moving."

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

# 3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting demolition operations.
- B. Review Project Record Documents of existing construction provided by City. City does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. Inventory and record the condition of items to be removed and salvaged. Provide photographs or video of conditions that might be misconstrued as damage caused by salvage operations. Comply with Division 01 Section "Photographic Documentation."
- D. Engage a professional engineer to perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during building demolition operations.
  - 1. Steel Tendons: Locate tensioned steel tendons and include recommendations for detensioning.
- E. Verify that hazardous materials have been remediated before proceeding with building demolition operations.

# 3.2 PREPARATION

- A. Refrigerant: Remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction before starting demolition.
- B. Existing Utilities: Locate, identify, disconnect, and seal or cap off indicated utilities serving buildings and structures to be demolished.
  - 1. City will arrange to shut off indicated utilities when requested by Contractor.
  - 2. Arrange to shut off indicated utilities with utility companies.
  - 3. If removal, relocation, or abandonment of utility services will affect adjacent occupied buildings, then provide temporary utilities that bypass buildings and structures to be demolished and that maintain continuity of service to other buildings and structures.

4. Cut off pipe or conduit a minimum of 24 inches below grade. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing according to requirements of authorities having jurisdiction.

- C. Existing Utilities: See Divisions 22 and 26 Sections for shutting off, disconnecting, removing, and sealing or capping utilities. Do not start demolition work until utility disconnecting and sealing have been completed and verified in writing.
- D. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent unexpected movement or collapse of construction being demolished.
  - 1. Strengthen or add new supports when required during progress of demolition.
- E. Salvaged Items: Comply with the following:
  - 1. Clean salvaged items of dirt and demolition debris.
  - 2. Pack or crate items after cleaning. Identify contents of containers.
  - 3. Store items in a secure area until delivery to City.
  - 4. Transport items to storage area designated by City or indicated on Drawings.
  - 5. Protect items from damage during transport and storage.

### 3.3 PROTECTION

- A. Existing Facilities: Protect adjacent walkways, loading docks, building entries, and other building facilities during demolition operations. Maintain exits from existing buildings.
- B. Existing Utilities: Maintain utility services to remain and protect from damage during demolition operations.
  - 1. Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by City and authorities having jurisdiction.
  - 2. Provide temporary services during interruptions to existing utilities, as acceptable to City and authorities having jurisdiction.
    - a. Provide at least 72 hours' notice to occupants of affected buildings if shutdown of service is required during changeover.
- C. Temporary Protection: Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction and as indicated. Comply with requirements in Division 01 Section "Temporary Facilities and Controls."
  - 1. Protect adjacent buildings and facilities from damage due to demolition activities.
  - 2. Protect existing site improvements, appurtenances, and landscaping to remain.
  - 3. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.
  - 4. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  - 5. Provide protection to ensure safe passage of people around building demolition area and to and from occupied portions of adjacent buildings and structures.

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6. Protect walls, windows, roofs, and other adjacent exterior construction that are to remain and that are exposed to building demolition operations.

- 7. Erect and maintain dustproof partitions and temporary enclosures to limit dust, noise, and dirt migration to occupied portions of adjacent buildings.
- D. Remove temporary barriers and protections where hazards no longer exist. Where open excavations or other hazardous conditions remain, leave temporary barriers and protections in place.

# 3.4 DEMOLITION, GENERAL

- A. General: Demolish indicated buildings and site improvements completely. Use methods required to complete the Work within limitations of governing regulations and as follows:
  - 1. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting operations.
  - 2. Maintain fire watch during and for at least 4 hours after flame cutting operations.
  - 3. Maintain adequate ventilation when using cutting torches.
  - 4. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- B. Engineering Surveys: During demolition, perform surveys to detect hazards that may result from building demolition activities.
- C. Site Access and Temporary Controls: Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - 1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from City and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
  - 2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
- D. Explosives: Use of explosives is not permitted.

#### 3.5 DEMOLITION BY MECHANICAL MEANS

- A. Proceed with demolition of structural framing members systematically, from higher to lower level. Complete building demolition operations above each floor or tier before disturbing supporting members on the next lower level.
- B. Remove debris from elevated portions of the building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
  - 1. Remove structural framing members and lower to ground by method suitable to minimize ground impact and dust generation.

- C. Salvage: Items to be removed and salvaged are indicated on Drawings and/or listed below:
  - Fire Hydrants
  - 2. Water Meters
- D. Below-Grade Construction: Abandon foundation walls and other below-grade construction. Cut below-grade construction flush with grade.
- E. Below-Grade Construction: Demolish foundation walls and other below-grade construction that are within footprint of new construction and extending 5 feet outside footprint indicated for new construction. Abandon below-grade construction outside this area.
  - 1. Remove below-grade construction, including basements, foundation walls, and footings, below grade to at least 12 inches below grade.
  - **2.** Existing foundation walls and footings in conflict with proposed structural components shall be removed completely.
- F. Below-Grade Construction: Demolish foundation walls and other below-grade construction.
  - 1. Remove below-grade construction, including basements, foundation walls, and footings, to at least 12 inches below grade.
  - 2. Existing foundation walls and footings in conflict with proposed structural components shall be removed completely.
- G. Existing Utilities: Abandon existing utilities and below-grade utility structures. Cut utilities flush with grade.
- H. Existing Utilities: Demolish existing utilities and below-grade utility structures that are within 5 feet outside footprint indicated for new construction. Abandon utilities outside this area unless indicated to be removed on design drawings.
  - 1. Fill abandoned utility structures with recycled pulverized concrete according to backfill requirements in Division 31 Section "Earth Moving."
  - 2. Piping: Disconnect piping at unions, flanges, valves, or fittings.
  - 3. Wiring Ducts: Disassemble into unit lengths and remove plug-in and disconnecting devices.
- I. Existing Utilities: Demolish and remove existing utilities and below-grade utility structures.
  - 1. Piping: Disconnect piping at unions, flanges, valves, or fittings.
  - 2. Wiring Ducts: Disassemble into unit lengths and remove plug-in and disconnecting devices.

## 3.6 SITE RESTORATION

A. Below-Grade Areas: Rough grade below-grade areas ready for further excavation or new construction.

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B. Below-Grade Areas: Completely fill below-grade areas and voids resulting from building demolition operations with satisfactory soil materials according to backfill requirements in Division 31 Section "Earth Moving."

C. Site Grading: Uniformly rough grade area of demolished construction to a smooth surface, free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades.

#### 3.7 REPAIRS

A. Promptly repair damage to adjacent buildings caused by demolition operations.

#### 3.8 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and legally dispose of them in an EPA-approved landfill acceptable to authorities having jurisdiction. See Division 01 Section "Construction Waste Management and Disposal" for recycling and disposal of demolition waste.
  - 1. Do not allow demolished materials to accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Do not burn demolished materials.

#### 3.9 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations began.
  - 1. Clean roadways of debris caused by debris transport.

## **END OF SECTION 024116**

# SECTION 032000 CONCRETE REINFORCEMENT

## PART 1 GENERAL

#### 1.1 SECTION INCLUDES:

A. Reinforcing steel bars, wire fabric and accessories for cast-in-place concrete

#### 1.2 REFERENCES

- A. ACI 301 Structural Concrete for Buildings
- B. ACI 318 Building Code Requirements For Reinforced Concrete
- C. ACI SP-66 American Concrete Institute Detailing Manual
- D. ASCE 7-98 American Society of Civil Engineers Wind Loads
- E. ASTM A82 Cold Drawn Steel Wire, Plain, for Concrete Reinforcement
- F. ASTM A184 Fabricated Deformed Steel Bar Mats for Concrete Reinforcement
- G. ASTM A185 Steel Welded Wire Fabric, Plain, for Concrete Reinforcement
- H. ASTM A496 Steel Wire Fabric, Deformed, for Concrete Reinforcement
- ASTM A497 Steel Welded Wire Fabric, Deformed, for Concrete Reinforcement
- J. ASTM A615 Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
- K. ASTM A706 Low-Alloy Steel Deformed Bars for Concrete Reinforcement
- L. ASTM A767 Zinc-Coated (Galvanized) Steel Bars for Concrete Reinforcement
- M. ASTM A775 Epoxy-Coated Reinforcing Steel Bars
- N. ASTM D3963 Epoxy-Coated Reinforcing Steel
- O. AWS D1.4 American Welding Society Structural Welding Code-Reinforcing Steel
- P. AWS D12.1 Welding Reinforcement Steel, Metal Inserts and Connections in Reinforced Concrete Construction.
- Q. CRSI Concrete Reinforcing Steel Institute Manual of Practice.
- R. CRSI 63 Recommended Practice For Placing Reinforcing Bars.
- S. CRSI 65 Recommended Practice For Placing Bar Supports, Specifications and Nomenclature.

T. Florida Building Code.

#### 1.3 SUBMITTALS FOR REVIEW

- A. Section 01300 Submittals: Procedures for submittals
- B. Shop Drawings: Indicate bar sizes, spacing, locations, and quantities of reinforcing steel and wire fabric, bending and cutting schedules, and supporting and spacing devices.

# 1.4 SUBMITTALS FOR INFORMATION

- A. Section 01300 Submittals: Procedures for submittals
- B. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- C. Submit certified copies of mill test report of reinforcement materials analysis.

# 1.5 DESIGN REQUIREMENTS

- A. Design shall comply with the FBC, ASCE 7-98 Wind Loads, and ACI 318-99 318-02.
- B. Welding of reinforcing steel is not permitted.

#### 1.6 QUALITY ASSURANCE

- A. Perform work in accordance with ACI 301. Maintain one copy of document on site.
- B. Design reinforcement under direct supervision of a Professional Structural Engineer experienced in design of this work and licensed in the State of Florida.
- C. Submit under provisions of Section 01400 Manufacturer's Certificates, certifying welders employed on the work, verifying ASW qualification within the previous 12 months.

#### PART 2 PRODUCTS

## 2.1 REINFORCEMENT

- A. Reinforcing Steel: ASTM A615, Grade 60; deformed billet steel bars, unfinished
- B. Stirrup and Tie Steel: ASTM A615, Grade 40 or 60; deformed billet steel bars, unfinished.
- C. Welded Steel Wire Fabric: ASTM A185 Plain Type; in flat sheets and rolls; unfinished.
- D. Steel Wire: ASTM A82, plain, cold drawn, steel.

#### 2.2 ACCESSORIES

- A. Tie Wire: Minimum 16 gage annealed type or patented system.
- B. Chairs, Bolsters, Bar Supports, Spacers: Size and shape for strength and reinforcement support during concrete placement, include load bearing pad on bottom to prevent vapor barrier puncture.
- C. Special Chairs, Bolsters, Bar Supports, and Spacers Adjacent to Weather Exposed Concrete Surfaces: Plastic coated steel type; size and shape as required.

## 2.3 FABRICATION

- A. Fabricate concrete reinforcing in accordance with ACI 318.
- B. Weld reinforcement in accordance with AWS D1.4.
- C. Locate reinforcing splices not shown on plans, at point of minimum stress and review with A/E.

#### PART 3 EXECUTION

# 3.1 PLACEMENT

- A. Place support and secure reinforcement against displacement, without deviating from the required position.
- B. Do not displace or damage vapor barrier.
- C. Accommodate placement of formed openings.
- D. Conform to applicable code for concrete cover over reinforcement.

#### 3.2 FIELD QUALITY CONTROL

A. Section 01400 - Quality Control: Field inspection.

# **END OF SECTION 032000**

# SECTION 033000 CAST-IN-PLACE CONCRETE

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General, Special, and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section specifies cast-in place concrete, including formwork, reinforcing, mix design, placement procedures, and finishes.
- B. Cast-in-place concrete includes the following:
  - 1. Foundations and footings.
  - 2. Slabs-on-grade.
  - 3. Elevated Slabs
  - 4. Load-bearing building walls.
  - 5. Building frame members.
  - 6. Equipment pads and bases.
  - 7. Fill for steel pan stairs.
- C. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 2 Section "Portland Cement Concrete Paving" for concrete paving and walks.

# 1.3 SUBMITTALS

- A. General: Submit the following according to Conditions of the Contract and Division 1 Specification Sections.
- B. Product data for proprietary materials and items, including reinforcement and forming accessories, admixtures, patching compounds, waterstops, joint systems, curing compounds, dry-shake finish materials, and others if requested by Architect.
- C. Shop drawings for reinforcement detailing fabricating, bending, and placing concrete reinforcement. Comply with ACI 315 "Manual of Standard Practice for Detailing Reinforced Concrete Structures" showing bar schedules, stirrup spacing, bent bar diagrams, and arrangement of concrete reinforcement. Include special reinforcing required for openings through concrete structures.

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- D. Laboratory test reports for concrete materials and mix design test.
- E. Material certificates in lieu of material laboratory test reports when permitted by Architect. Material certificates shall be signed by manufacturer and Contractor, certifying that each material item complies with or exceeds specified requirements. Provide certification from admixture manufacturers that chloride content complies with specification requirements.

#### 1.4 QUALITY ASSURANCE

- A. Codes and Standards: Comply with provisions of the following codes, specifications, and standards, except where more stringent requirements are shown or specified:
  - 1. American Concrete Institute (ACI) 301, "Specifications for Structural Concrete for Buildings."
  - 2. ACI 318, "Building Code Requirements for Reinforced Concrete."
  - 3. Concrete Reinforcing Steel Institute (CRSI) "Manual of Standard Practice."
- B. Concrete Testing Service: Engage a testing agency acceptable to Architect and approved by Owner to perform material evaluation tests and to design concrete mixes.
- C. Materials and installed work may require testing and retesting at any time during progress of Work. Tests, including retesting of rejected materials for installed Work, shall be done at Contractor's expense.

## PART 2 - PRODUCTS

#### 2.1 FORM MATERIALS

- A. Forms for Exposed Finish Concrete: Plywood, metal, metal-framed plywood faced, or other acceptable panel-type materials to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system shown on drawings.
- B. Forms for Unexposed Finish Concrete: Plywood, lumber, metal, or another acceptable material. Provide lumber dressed on at least two edges and one side for tight fit.
- C. Form Release Agent: Provide commercial formulation form release agent with a maximum of 350 g/L volatile organic compounds (VOCs) that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

D. Form Ties: Factory-fabricated, adjustable-length, removable or snap-off metal form ties designed to prevent form deflection and to prevent spalling of concrete upon removal. Provide units that will leave no metal closer than 1-1/2 inches to the plane of the exposed concrete surface.

1. Provide ties that, when removed, will leave holes not larger than 1 inch in diameter in the concrete surface.

## 2.2 REINFORCING MATERIALS

- A. Reinforcing Bars: ASTM A 615 Grade 60, deformed.
- B. Steel Wire: ASTM A 82, plain, cold-drawn steel.
- C. Welded Wire Fabric: ASTM A 185, welded steel wire fabric.
- D. Supports for Reinforcement: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place. Use wire bartype supports complying with CRSI specifications.
  - 1. For slabs-on-grade, use supports with sand plates or horizontal runners where base material will not support chair legs.
  - 2. For exposed-to-view concrete surfaces where legs of supports are in contact with forms, provide supports with legs that are protected by plastic (CRSI, Class 1) or stainless steel (CRSI, Class 2).

## 2.3 CONCRETE MATERIALS

- A. Portland Cement: ASTM C 150, Type I.
  - 1. Use one brand of cement throughout Project unless otherwise acceptable to Architect.
- B. Fly Ash: ASTM C 618, Type F.
- C. Normal-Weight Aggregates: ASTM C 33 and as specified. Provide aggregates from a single source for exposed concrete.
  - 1. For exposed exterior surfaces, do not use fine or coarse aggregates that contain substances that cause spalling.
  - 2. Local aggregates not complying with ASTM C 33 that have been shown to produce concrete of adequate strength and durability by special tests or actual service may be used when acceptable to Architect.
- D. Water: Potable.
- E. Admixtures, General: Provide concrete admixtures that contain not more than 0.1 percent chloride ions.

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F. Air-Entraining Admixture: ASTM C 260, certified by manufacturer to be compatible with other required admixtures.

- 1. Available Products: Subject to compliance with requirements, products that may be incorporated in the Work include, but are not limited to, the following:
  - a. Air-Tite, Cormix Construction Chemicals.
  - b. Air-Mix or Perma-Air, Euclid Chemical Co.
  - c. Darex AEA or Daravair, W.R. Grace & Co.
  - d. MB-VR or Micro-Air, Master Builders, Inc.
  - e. Sealtight AEA, W.R. Meadows, Inc.
  - f. Sika AER, Sika Corp.
- G. Water-Reducing Admixture: ASTM C 494, Type A.
  - 1. Available Products: Subject to compliance with requirements, products that may be incorporated in the Work include, but are not limited to, the following:
    - a. Chemtard, ChemMasters Corp.
    - b. PSI N, Cormix Construction Chemicals.
    - c. Eucon WR-75, Euclid Chemical Co.
    - d. WRDA, W.R. Grace & Co.
    - e. Pozzolith Normal or Polyheed, Master Builders, Inc.
    - f. Metco W.R., Metalcrete Industries.
    - g. Prokrete-N, Prokrete Industries.
    - h. Plastocrete 161, Sika Corp.
- H. High-Range Water-Reducing Admixture: ASTM C 494, Type F or Type G.
  - 1. Available Products: Subject to compliance with requirements, products that may be incorporated in the Work include, but are not limited to, the following:
    - a. Super P, Anti-Hydro Co., Inc.
    - b. Cormix 200, Cormix Construction Chemicals.
    - c. Eucon 37, Euclid Chemical Co.
    - d. WRDA 19 or Daracem, W.R. Grace & Co.
    - e. Rheobuild or Polyheed, Master Builders, Inc.
    - f. PSPL, Prokrete Industries.
    - g. Sikament 300, Sika Corp.
- I. Water-Reducing, Accelerating Admixture: ASTM C 494, Type E.
  - 1. Available Products: Subject to compliance with requirements, products that may be incorporated in the Work include, but are not limited to, the following:
    - a. Q-Set, Conspec Marketing & Manufacturing Co.
    - b. Lubricon NCA, Cormix Construction Chemicals.
    - c. Accelquard 80. Euclid Chemical Co.
    - d. Daraset, W.R. Grace & Co.

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- e. Pozzutec 20, Master Builders, Inc.
- f. Accel-Set, Metalcrete Industries.
- J. Water-Reducing, Retarding Admixture: ASTM C 494, Type D.
  - 1. Available Products: Subject to compliance with requirements, products that may be incorporated in the Work include, but are not limited to, the following:
    - a. PSI-R Plus, Cormix Construction Chemicals.
    - b. Eucon Retarder 75. Euclid Chemical Co.
    - c. Daratard-17, W.R. Grace & Co.
    - d. Pozzolith R, Master Builders, Inc.
    - e. Protard, Prokrete Industries.
    - f. Plastiment, Sika Corporation.

## 2.4 RELATED MATERIALS

- A. Reglets: Where sheet flashing or bituminous membranes are terminated in reglets, provide reglets of not less than 0.0217- inch- thick galvanized sheet steel. Fill reglet or cover face opening to prevent intrusion of concrete or debris.
- B. Dovetail Anchor Slots: Hot-dip galvanized sheet steel, not less than 0.0336 inch thick with bent tab anchors. Fill slot with temporary filler or cover face opening to prevent intrusion of concrete or debris.
- C. Vapor Barrier: Premolded seven-ply membrane consisting of reinforced core and carrier sheet with fortified bitumen layers, protective weathercoating, and plastic antistick sheet. Water vapor transmission rate of 1 perm when tested according to ASTM E 96, Method B. Provide manufacturer's recommended mastics and gusset tape.
  - 1. Product: Subject to compliance with requirements, provide Sealtight Premoulded Membrane by W.R. Meadows, Inc.
- D. Absorptive Cover: Burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd., complying with AASHTO M 182, Class 2.
- E. Moisture-Retaining Cover: One of the following, complying with ASTM C 171.
  - 1. Waterproof paper.
  - 2. Polyethylene film.
  - 3. Polyethylene-coated burlap.
- F. Water-Based Acrylic Membrane Curing Compound: ASTM C 309, Type I, Class B.
  - 1. Provide material that has a maximum volatile organic compound (VOC) rating of 350 g/L.
  - 2. Available Products: Subject to compliance with requirements, products that may be incorporated in the Work include, but are not limited to, the following:
    - Glazecote, Lambert Corporation.

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- b. Safe Cure & Seal, Dayton Superior Corp.
- c. Aqua-Cure, Euclid Chemical Co.
- d. "Masterkure 100W, Master Builders, Inc.
- e. Vocomp-20, W.R. Meadows, Inc.
- G. Bonding Agent: Polyvinyl acetate or acrylic base.
  - 1. Products: Subject to compliance with requirements, provide one of the following:
    - a. Polyvinyl Acetate (Interior Only):
      - 1) Hibond, Lambert Corporation.
      - 2) Superior Concrete Bonder, Dayton Superior Corp.
      - 3) Euco Weld, Euclid Chemical Co.
      - 4) Weld-Crete, Larsen Products Corp.
    - b. Acrylic:
      - 1) Acrylbond, Lambert Corporation.
      - 2) Acrylic Bondcrete, The Burke Co.
      - 3) Day-Chem Ad Bond, Dayton Superior Corp.
      - 4) Flexcon, Euclid Chemical Co.
      - 5) Acryl-Set, Master Builders Inc.
      - 6) Intralok, W.R. Meadows, Inc.
      - 7) Sonocrete, Sonneborn-ChemRex Inc.
- H. Epoxy Adhesive: ASTM C 881, two-component material suitable for use on dry or damp surfaces. Provide material type, grade, and class to suit Project requirements.
  - 1. Products: Subject to compliance with requirements, provide one of the following:
    - a. Epiweld 580 or 560 (Gel), Lambert Corporation.
    - b. Burk Epoxy M.V., The Burke Co.
    - c. Euco Epoxy System #452 or #620, Euclid Chemical Co.
    - d. Concresive 1001, Master Builders, Inc.
    - e. Sikadur 32 Hi-Mod, Sika Corp.

# 2.5 PROPORTIONING AND DESIGNING MIXES

- A. Prepare design mixes for each type and strength of concrete by either laboratory trial batch or field experience methods as specified in ACI 301. For the trial batch method, use an independent testing agency acceptable to Architect for preparing and reporting proposed mix designs.
  - 1. Do not use the same testing agency for field quality control testing.
  - 2. Limit use of fly ash to not exceed 25 percent of cement content by weight.
- B. Submit written reports to Architect of each proposed mix for each class of concrete at least 15 days prior to start of Work. Do not begin concrete production until proposed mix

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