## **Solicitation 12088-283**

City Hall Data Center Air Condition Upgrade (P12207)

**Bid Designation: Public** 



**City of Fort Lauderdale** 

# Bid 12088-283 City Hall Data Center Air Condition Upgrade (P12207)

Bid Number 12088-283

Bid Title City Hall Data Center Air Condition Upgrade (P12207)

Bid Start Date May 30, 2018 9:59:10 AM EDT
Bid End Date Jul 24, 2018 2:00:00 PM EDT

Question & Answer

**End Date** 

Jul 12, 2018 5:00:00 PM EDT

Bid Contact Ginah Joseph

Procurement Specialist II

Finance

954-828-4797

gjoseph@fortlauderdale.gov

Contract Duration One Time Purchase

Contract Renewal Not Applicable

Prices Good for 120 days

Pre-Bid Conference Jun 12, 2018 10:00:00 AM EDT

Attendance is optional

Location: City of Fort Lauderdale -City Hall

5th Floor Conference Room Fort Lauderdale, FL 33301

**Bid Comments** 

Sealed bids will be received electronically until 2:00 P.M., local time, on Tuesday July 3rd, 2018, and opened immediately thereafter in the 5th Floor Conference Room, City Hall, City of Fort Lauderdale, Florida, 100 North Andrews Avenue, for BID NO., 283-12088, PROJECT NO. 12207, CITY HALL DATA CENTER AIR CONDITION UPGRADE.

This project consists of Drawing File Number: 4-139-52; Number of Sheets: six (6) sheets; not including cover.

The work includes, but is not limited to, an upgrade of the existing heating, ventilation, and air conditioning (HVAC) system, including the replacement of the five (5) existing computer room air conditioning (CRAC) units and associated upgrades required for the new system installation as per all applicable codes and regulations.

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

<u>Licensing Requirements:</u> Possession of a State of Florida General Contractor's License or State of Florida Mechanical Contractor's 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>Tuesday June 12, 2018</u>, at 10:00 a.m., local, time, at City Hall, 100 N. Andrews Avenue, 5<sup>th</sup> Floor Conference Room, Fort Lauderdale, Florida.

It is strongly suggested that all Contractors attend the pre-proposal conference and/or site visit since <u>tours</u> 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.

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) at a NON-REFUNDABLE cost of \$25.00 (including sales tax per set). 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.

Added on Jun 13, 2018:

To include Pre-Bid Meeting Sign-in Sheet.

Added on Jun 29, 2018:

This addendum is being issued to make the following change(s):

Second site visit has been rescheduled to July 6<sup>th</sup>, 2018:

Location: City Hall, 100 N. Andrews Avenue, 5th Floor Conference Room, Fort Lauderdale, Florida

Date: Friday July 6th, 2018

Time: 10:00 A.M. local, time

The Q & A end date has been extended to July 12<sup>th</sup>, 2018.

The opening date has been changed to July 17<sup>th</sup>, 2018.

All other terms, conditions, and specifications remain unchanged.

Added on Jul 11, 2018:

This addendum is being issued to make the following change(s):

Removed: Drawing Set Added: Revised Drawing Set

All other terms, conditions, and specifications remain unchanged Added on Jul 17, 2018:

The opening date has been changed to July 24<sup>th</sup>, 2018 at 2:00 p.m.

All other terms, conditions, and specifications remain unchanged.

#### Addendum # 1

New Documents	Addendum 1.pdf		
Previous End Date	Jul 3, 2018 2:00:00 PM EDT	New End Date	Jul 17, 2018 2:00:00 PM EDT
Previous Q & A End Date	Jun 26, 2018 5:00:00 PM EDT	New Q & A End Date	Jul 12, 2018 5:00:00 PM EDT

#### Addendum # 2

New Documents Addendum 2.pdf

Revised Mechanical Drawing Set.pdf

#### Item Response Form

Item 12088-283--01-01 - BASE BID: Mobilization

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

Mobilization includes the securing and cordoning off of the work area and activation of contractors physical and manpower resources for transfer to a construction site as well as making sure all utilities are available for use during actual construction, including MOT approval and any other fees associated with metered parking closure during the renovations. **This item cannot exceed 5% of the base bid.** 

Item 12088-283--01-02 - BASE BID: Renovations

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

Furnish all materials, labor, and equipment to perform all the work to be accomplished under this contract, which includes, but is not limited to, provide a full turnkey replacement including the removal and installation of computer room air conditioning and all associated components at the 6th floor IT room. Contractor shall demolish the five (5) existing air conditioning units and all associated components located in the Data Center including piping to the units; demolish five (5) existing drycoolers and associated piping located on the roof including piping to the units; provide five (5) new air conditioning units located in the Data center and all associated components; provide five (5) new drycoolers and all associated piping located on the roof including piping to the units required for the

new system installation; and all other items as per drawings and specifications. Contractor shall provide electrical updates, if needed. The lump sum price shall include design, engineering, permitting, construction, all labor, materials, equipment, and testing of the completely installed and operational system. **This base bid shall include insurance, bond, overhead and profit, and all other fixed costs.** 

## CITY OF FORT LAUDERDALE CONTRACT AND SPECIFICATIONS PACKAGE

12088-283

**PROJECT NO. 12207** 

# CITY HALL DATA CENTER AIR CONDITIONING UPGRADE



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

DANICA GRUJICIC PROJECT MANAGER II

IRINA TOKAR, RA, NCARB, LEED AP SENIOR PROJECT MANANGER

GINAH JOSEPH PROCUREMENT SPECIALIST II Telephone: (954) 828-4797

E-mail: gjoseph@fortlauderdale.gov

#### **TABLE OF CONTENTS**

Desc	<u>ription</u>	<u>Pages</u>
I.	BID INFORMATION	
	Invitation to Bid	IB-1 thru IB-6
II.	CONSTRUCTION AGREEMENT (SAMPLE)	C-1 thru C-39
III.	GENERAL CONDITIONSG	C-1 thru GC-11
IV.	TECHNICAL SPECIFICATIONS	
	DIVISION 1 – GENERAL REQUIREMENTS	
	01 12 00 Special Working Conditions. 01 25 00 Substitution Procedures. 01 29 00 Payment Procedures. 01 31 00 Project Management and Coordination. 01 32 00 Construction Progress Documentation. 01 32 33 Photographic Documentation. 01 33 00 Submittal Procedures. 01 40 00 Quality Requirements. 01 43 00 Quality Assurance. 01 42 00 References. 01 59 00 Construction Project Sign. 01 59 00 Construction Project Sign Request form. 01 60 00 Product Requirements. 01 77 00 Closeout Procedures. 01 78 23 Operation and Maintenance Data. 01 78 39 Project Records Documents. 01 79 00 Demonstration and Training.	
	DIVISION 2 - SITE CONSTRUCTION	
	23 05 10 Basic Mechanical Materials 23 05 48 Vibration and Seismic Controls for HVAC Piping and Equipment 23 05 53 Identification for HVAC Piping and Equipment 23 05 93 Testing, Adjusting and Balancing 23 09 00 Instrumentation and Control for HVAC 23 21 13 Hydronic Piping 23 73 13 Modular Indoor Central Station Air Handling Units	5 21 26
V	DRAWINGS	D-1 thru D-6

#### TABLE OF CONTENTS (continued)

Note: The following documents are available electronically for completion and documents <u>must</u> be returned with your bid along with your bid security, proof of insurance, and proof of required licenses/certification

CITB Prime Contractor ID CITB Questionnaire Sheets

CITB Non-Collusion

Non-Discrimination Certification CITB Contract Payment Method

**CITB Construction Bid Certification** 

#### **INVITATION TO BID**

Sealed bids will be received electronically until 2:00 P.M., local time, on <u>TUESDAY JULY 3<sup>RD</sup></u>, <u>2016</u>, and opened immediately thereafter in the 5th Floor Conference Room, City Hall, City of Fort Lauderdale, Florida, 100 North Andrews Avenue, for <u>BID NO.</u>, <u>12088-283</u>, <u>PROJECT NO.</u>, <u>12207</u>, <u>CITY HALL DATA CENTER AIR CONDITION UPGRADES</u>.

This project consists of Drawing File No. 4-139-52, six (6) sheets.

This project is located at 100 N. Andrews Avenue, in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, an upgrade of the existing heating, ventilation, and air conditioning (HVAC) system, including the replacement of the five (5) existing computer room air conditioning (CRAC) units like in kind and associated upgrades required for the new system installation as per all applicable codes and regulations. Contractor shall provide a full turnkey replacement of the removal and installation of computer room air conditioning units and all associated components at the 6th floor IT room.

NOTE: Payment on this contract will be made by Check/Visa or MasterCard.

<u>Licensing Requirements:</u> Possession of a State of Florida General Contractor's License or State of Florida Mechanical Contractor's License is required for this project.

<u>Pre-Bid Meeting/Site visit:</u> A pre-bid meeting will be held <u>TUESDAY JUNE 12<sup>TH</sup>, 2018 at 10:00 pm</u> local, time, at City Hall, 100 N. Andrews Avenue, 5<sup>th</sup> Floor Conference Room, Fort Lauderdale, Florida.

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.

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

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) at a **NON-REFUNDABLE** cost of **\$0.00** (including sales tax per set). Only cash or cashier's check made payable to the City of Fort Lauderdale are accepted.

#### INVITATION TO BID (continued)

**<u>Bid Security</u>**: 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.

#### **Bid Bonds:**

Bidders can submit bid bonds for projects four different ways:

- 1) 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.
- 2) 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.
- 3) 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.
- 4) 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> <u>CANNOT</u> 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 <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

#### INVITATION TO BID (continued)

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 – <a href="http://www.fortlauderdale.gov/departments/finance/procurement-services">http://www.fortlauderdale.gov/departments/finance/procurement-services</a>. For general inquiries, please call (954) 828-5933.

#### **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.

<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

services, and shall provide the City prices on such additional items or services. 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.

<u>BID PROTEST PROCEDURE:</u> 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: <a href="http://www.fortlauderdale.gov/purchasing/notices\_of\_intent.htm">http://www.fortlauderdale.gov/purchasing/protestordinance.pdf</a>

<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 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.

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.

<u>LOBBYING ACTIVITIES</u> - ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No., C-00-27, and Resolution No. 07-101, may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <a href="http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyist ordinance.pdf">http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyist ordinance.pdf</a>.

#### **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 air conditioning upgrade for the City's Public Works Department, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

This project is located at 100 N. Andrews Avenue 6<sup>th</sup> Floor, in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, furnishing all labor and material to provide a full turnkey replacement including the removal and installation of computer room air conditioning and all associated components at the 6th floor IT room. Contractor shall demolish the five (5) existing air conditioning units and all associated components located in the Data Center including piping to the units; demolish five (5) existing drycoolers and associated piping located on the roof including piping to the units; provide five (5) new air conditioning units located in the Data center and all associated components; provide five (5) new drycoolers and all associated piping located on the roof including piping to the units required for the new system installation; and all other items as per drawings and specifications. Contractor shall provide electrical updates, if needed.

#### 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 **Ginah**Joseph, Procurement Specialist II, at (954) 828-4797 or email at 
gjoseph@fortlauderdale.gov. 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.

PROJECT 12207

#### 05. CONTRACT TIME

- 5.1 The Contractor recognizes that TIME IS OF THE ESSENCE. The Work shall commence within 10 calendar days of the date of the Notice to Proceed.
- 5.2 The Work shall be Substantially Completed within <u>100</u> 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 <a href="110">110</a> 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> <u>percent</u> (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.

State of Florida Mechanical Contractor's License

Note: Contractor <u>must</u> have proper licensing and be able to provide evidence of same, if requested, at time of award.

#### 08. SPECIFIC EXPERIENCE REQUIRED

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

Bidder shall submit proof of construction experience for a minimum of three (3) projects on mechanical systems of similar scope and scale (or larger) and shall, for each project listed, identify location; dates of construction; project name and overall scope; scope of work that was self-performed by Contractor; and client's name, address, telephone number and e-mail address

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	\$
Additional equipment rental allowance	\$1,000
Additional labor allowance	\$5,000
Additional material allowance	\$5,000
Permit fee allowance	\$5,000
Testing allowances	\$2,000
Temporary cooling /heating	\$5,000
TOTAL	\$23,000

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

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

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

#### Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

#### SPECIAL CONDITIONS (continued)

PROJECT 12207

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

#### **Business Automobile Liability**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

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

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

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

#### <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.

#### Crane and Rigging Liability

The Contractor will need to provide documentation of his Crane/Rigging coverage in the amount of \$1,000,000, if any cranes are used during the course of the Project. Additionally, the Contractor will need to provide documentation of his subcontractors Crane/Rigging coverage in the amount of \$1,000,000 if any of his subcontractors utilize any cranes during the course of this Project.

#### Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, 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 certificate holder.

- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

#### The Certificate Holder should read as follows:

City of Fort Lauderdale 100 N. Andrews Avenue Fort Lauderdale. FL 33301

The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor

SPECIAL CONDITIONS (continued)

PROJECT 12207

NOTE:

CITY PROJECT NUMBER AND NAME MUST APPEAR ON EACH CERTIFICATE, AND THE CITY OF FORTLAUDERDALE MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED".

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.

11. PERFORMANCE AND PAYMENT BOND: 100%

Number of awards anticipated: 1

#### 12. CITY PROJECT MANAGER

The Project Manager is hereby designated by the City as <u>Danica Grujicic</u> whose address is <u>100 North Andrews</u>, 5<sup>th</sup> Floor, Fort Lauderdale, FL 33301, telephone number: (954) 828-5055, and email address is <u>dgrujicic@fortlauderdale.gov</u>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 Five Hundred Dollars (\$500.00) 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):

Regular work hours: 8:00 am to 5:00 pm, Monday through Friday. City Inspector Hours: 8:00 am to 4:30 pm, Monday through Friday.

Work during evenings and weekends might be required since the project is an active facility. Contractor shall plan on some work to be performed during non-business hours if needed.

Any inspection requested by the contractor outside those hours will be considered overtime to be paid by the Contractor.

Testing and switch over from the current equipment shall be done during the weekend. Contractor shall test new A/C at full load on the existing generator.

16. INSPECTION OVERTIME COST: \$75/Hr.

## CITY OF FORT LAUDERDALE CONSTRUCTION AGREEMENT

TH	IS	AGRI	EEMENT	made	and	entered	l inte	o this		day o
				, by a	nd betv	ween the	City	of Fort	Lauderdale,	a Florida
municipal	CO	rporation	n (City)	and					, (C	Contractor)
(parties);										
									oject as expre _, which was	
Wł necessary	HER / W(	REAS, to	ne Contra	actor has n the Pro	expres	sed its wi	llingne	ess and	capability to p	erform the

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 Bid Documents –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.

- 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 Work 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:

## City Hall Data Center Air Condition Upgrade ITB #12088-283 PROJECT #12207

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

#### PROJECT DESCRIPTION

This project is located at 100 N. Andrews Avenue 6<sup>th</sup> Floor, in the City of Fort Lauderdale. The work includes, but is not limited to, an upgrade of the existing heating, ventilation, and air conditioning (HVAC) system, including the replacement of the five (5) existing computer room air conditioning (CRAC) units and associated upgrades required for the new system installation as per all applicable codes and regulations.

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 **Danica Grujicic**, whose address is 100 N. Andrews Avenue, 4<sup>5h</sup> Floor, Fort Lauderdale, FL 33301, telephone number: (954) 828-5055, and email address is <a href="mailto:DGrujicic@fortlauderdale.gov">DGrujicic@fortlauderdale.gov</a>. 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.					
	event of any conflict between the documents or any ambiguity or missing specification truction, the following priority is established:					
	a. Specific direction from the City Manager (or designee).					
	b. Approved change orders, addenda or amendments.					
C	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
- 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 **10** calendar days of the date of the Notice to Proceed.
- 5.2 The Work shall be Substantially Completed within 100 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 110 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

the Supplementary Conditions, all work at the site shall be performed during regular working hours between 7 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 <u>Environmental:</u> 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.

8.26 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 eq.).

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 Technical Clarifications and Interpretations:
  - 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 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

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any

loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

#### Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

#### **Business Automobile Liability**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

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

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

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

#### Umbrella/Excess Liability:

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.

#### Crane and Rigging Liability

The Contractor will need to provide documentation of his Crane/Rigging coverage in the amount of \$1,000,000, if any cranes are used during the course of the Project. Additionally, the Contractor will need to provide documentation of his subcontractors Crane/Rigging coverage in the amount of \$1,000,000 if any of his subcontractors utilize any cranes during the course of this Project.

#### Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, 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 certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

## The Certificate Holder should read as follows:

City of Fort Lauderdale 100 N. Andrews Avenue Fort Lauderdale, FL 33301

The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention, including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this

Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

# 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.
  - 11.1.2 Warranty 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; however, 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, its 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.
- 12.2.4 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.

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 <u>Not Included in the Cost of the Work:</u> 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 Five Hundred Dollars (\$500.00) 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. 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 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.
      - 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 U.S.C. 506(b). Such fees shall be allowed and payable as an 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 <u>not</u> 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 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**

19.1 All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the 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 33301

To the	Contra	actor:			

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

- the the think is a second of the tensor of t The City desires to enter into this Agreement only if in so doing the City can place a 20.1 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 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-iudament interest.
- No Extended Damages. For other and additional good and valuable consideration the 20.2 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.

- 22.7 Prohibition Against Contracting With Scrutinized Companies: Subject to Odebrecht Construction, Inc., v. Prasad, 876 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 (2017), 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 (2017), 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 (2017), 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 (2017), 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 <u>Attorney Fees</u>: If CITY or CONSULTANT incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

#### 22.10 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 (2017), as may be amended or revised, or as otherwise provided
  by law.
- 3. 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.

7/24/2018 12:16 PM

City Hall Data Center Air Condition Upgrade (Contractor) Project # 12207

# **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
	Ву:
	LEE R. FELDMAN, City Manager
(CORPORATE SEAL)	ATTEST:
	By:
C/P	City Clerk
COMPS	
	Approved as to Legal Form:
	By:
SY	RHONDA MONTOYA HASAN Assistant City Attorney

# **CONTRACTOR**

WITNESSES:	CONTRACTOR., a Florida corporation.				
	Ву				
Print Name	PRINT NAME	Title			
	ATTEST:	255			
Print Name	PRINT NAME	Secretary			
(CORPORATE SEAL)					
STATE OF FLORIDA: COUNTY OF BROWARD:					
The foregoing instrument was acknowled (Name), as Florida corporation, on behalf of the Corporation	lged before me this (Title) of ution.	day of, 2016, by			
SEAL	Notary Public, State of Flo	rida			
<b>5</b> ,	Name of Notary Typed, Pri	inted or Stamped			
☐ Personally Known or ☐ Produced Id	lentification:				
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

GC-3

Rev. 12/6/2016

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 City's Transportation and Mobility Department, Broward County, Florida Department of Transportation, as applicable, 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.

Rev. 7/11/2017

- GC 24 PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES Subject to Odebrecht Construction, Inc., v. Prasad, 876 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 (2017), 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 (2017), 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 (2017), 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 (2017), 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 (2017), 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: prrcontract@fortlauderdale.gov

#### 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 (2017), 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.

#### **SECTION 011200**

# **SPECIAL WORKING CONDITIONS**

## **PART 1 - GENERAL**

## 1.1 SPECIAL CONDITIONS

- A. The City of Fort Lauderdale brings to the Contractors attention that this project is in our City Hall Building, which is in operation. All work shall be done around their operations with minimal disruption and extensive coordination. Areas of the facility will be closed to the contractor at certain times. Contractor shall coordinate all access with the City in advance. Contractor shall be responsible for coordination and notification of areas to be worked on. Contractor shall be responsible to pay meter cost if it is required to use the parking spaces during the construction.
- B. Contractor is responsible for the design, engineering, permitting, demolition of existing equipment and associated components and installation of the new air handling units and associated upgrades required for the new system installation as per all applicable codes and regulations, as necessary for the performance of the Work.
- C. Contractor shall coordinate with CITY, regulatory agencies, and any other government entities having an interest or jurisdiction, which may require permits for this Project. Contractor to prepare shop-drawings and applicable data-sheets and to obtain all required permits per code requirements. Some of the regulatory or permitting agencies associated with this project include, but are not limited to:
  - 1. CITY's Department of Sustainable Development (DSD)
- D. Contractor to provide one (1) electronic copy of the permit drawings and submittals. The deliverables shall be provided in DWG, PDF, WORD, and Excel file forms, as required. The drawings shall comply with current CITY CAD Standards.
- E. Contractor to provide one (1) electronic copy of the As-Built drawings after renovation is completed. The deliverables shall be provided in DWG, PDF, WORD, and Excel file forms, as required. The drawings shall comply with current CITY CAD Standards.

#### 1.2 WORK RESTRICTIONS

- A. On-Site Work Hours: Work shall be generally performed inside the construction site during normal business working hours of 7:00 a.m. to 3:30 p.m., Monday through Friday, unless otherwise indicated. Also, contractor must be aware of both residential and commercial surroundings (traffic and operations). Contractor shall coordinate with the City of Fort Lauderdale the timing and scheduling of on-site inspections for this project.
- B. Contractor's personnel shall make sure their vehicles do not in any away affect normal operations at any time. The owner will try to accommodate parking during the project, but parking is not guaranteed.
- C. The contractor shall be responsible for supplying temporary cooling and air conditioning during phases of the work that will take the system or part of the system for more than 2

**PROJECT 12207** 

hours or indoor temperatures higher than 70 degrees and 50% humidity. This expense to be covered by allowance item listed.

- D. A. Schedule work with Owner to fit Owner's operations, to facilitate completion of this work, to coordinate with and expedite new construction work on project, and as follows:
  - Contractor shall schedule with Owner work that interferes with facility operation, including shut-off of mechanical and electrical services and encumbrance of Owner's ingress and egress routes and normal operation. Provide the following notice of planned interruption of services:
- E. Testing and switch over from the current equipment shall be done during the weekend. Contractor shall test new A/C at full load on the existing generator.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 011200** 

# SECTION 012500 SUBSTITUTION 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 substitutions.
- B. Related Sections:
  - 1. Division 01 Section "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.
  - 2. 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.
  - 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 the City either in terms of time or cost.

#### 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 CSI Form 13.1A.
  - 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.
    - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner 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.
- 3. 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 through Construction Manager 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.
  - c. No substitutions will be allowed after bidding unless requested by the City.

## 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.

7/24/2018 12:16 PM

**PROJECT 12207** 

# 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 10 days prior to time required for preparation and review of related submittals.
  - 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. Substitution request is fully documented and properly submitted.
    - c. Requested substitution will not adversely affect Contractor's construction schedule.
    - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - e. Requested substitution is compatible with other portions of the Work.
    - f. Requested substitution has been coordinated with other portions of the Work.
    - g. Requested substitution provides specified warranty.
    - h. 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: Architect will only consider requests for substitution if received within 7 days after the Notice to the Notice of Award. Requests received after that time may be considered or rejected at discretion of Architect.
  - 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 offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
    - b. Requested substitution does not require extensive revisions to the Contract Documents.
    - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.

#### **PROJECT 12207**

- d. Substitution request is fully documented and properly submitted.
- e. Requested substitution will not adversely affect Contractor's construction schedule.
- f. Requested substitution has received necessary approvals of authorities having jurisdiction.
- g. Requested substitution is compatible with other portions of the Work.
- h. Requested substitution has been coordinated with other portions of the Work.
- i. Requested substitution provides specified warranty.
- j. 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.

# PART 3 - EXECUTION (Not Used)

**END OF SECTION 012500** 

#### **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.

#### 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.
  - 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.
  - Subschedules: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values correlated with each phase of payment.

#### **PROJECT 12207**

- 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 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, documentation and training in the amount of 5 percent of the Contract Sum.
  - 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. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
  - 7. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.

- 8. 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.
- 9. 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.

PAYMENT PROCEDURES 012900-3

PROJECT 12207

- 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.
  - 5. Schedule of unit prices.
  - 6. Submittals Schedule (preliminary if not final).
  - 7. List of Contractor's staff assignments.
  - 8. List of Contractor's principal consultants.
  - 9. Copies of building permits.
  - 10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  - 11. Initial progress report.
  - 12. Report of preconstruction conference.
  - 13. Certificates of insurance and insurance policies.
  - 14. Performance and payment bonds.
  - 15. Data needed to acquire City's insurance.
  - 16. Initial settlement survey and damage report if required.
- J. 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.

PAYMENT PROCEDURES

012900-4

p. 83

**PROJECT 12207** 

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 012900** 

Page 84 of 304

# 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. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. Coordination
  - 2. Special Project Procedures
  - 3. Administrative and supervisory personnel
  - 4. Project meetings
  - 5. Requests for Interpretation (RFIs)
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.
- C. Related Sections include the following:
  - 1. Division 01 Section "Summary of Multiple Contracts" for a description of the division of Work among separate contracts and responsibility 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 "Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
  - 4. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

#### 1.3 DEFINITIONS

A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

## 1.4 COORDINATION

- 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 with other contractors to ensure maximum accessibility for required maintenance, service, and repair.

**PROJECT 12207** 

- 3. Make adequate provisions to accommodate items scheduled for later installation.
- 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
- 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 City 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 and activities of other contractors 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.
  - 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.
  - 9. Project closeout activities.

#### 1.5 SUBMITTALS

- A. Key Personnel Names: Within 15 days of notice to proceed, 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 telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
  - 1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

## 1.6 SPECIAL PROJECT PROCEDURES

- A. Discrepancies, Errors: Should discrepancies or errors appear in the drawings or specifications concerning materials, workmanship, or quantity of work to be performed, the Contractor will be required to immediately notify the City before proceeding with the work. If the Contractor fails to notify the City and proceeds with the work, Contractor will be required to correct the errors at his/her own expense. In the event of a conflict between the drawings and specifications, the City will decide on the way to perform the work or supply the materials. See also General Conditions Section GC-29, "Contractor to Check Plans Specifications, and Data."
- B. Dimensions and Measurements: The figured dimensions on the drawings or notes including dimensions shall be used for construction instead of measurements of the drawings by scale. No scale measurements shall be used as a dimension for construction. Dimensions on all

**PROJECT 12207** 

drawings as well as the detail drawings themselves are subject in every case to measurements of adjacent or previously completed work. All such measurements necessary shall be taken before undertaking any work dependent upon such data. Field verification of dimensions on plans is mandatory since actual locations, distances, and levels will be governed by actual field conditions.

- C. Discrepancies or Inconsistencies: Should any discrepancy or inconsistency appear between larger and smaller scale drawings in any of the divisions of the specifications or in any of the contract documents, such discrepancy shall be immediately submitted to the City for correction before proceeding with the work in question. In no case shall the Contractor make any alterations, erasures, changes or modifications in the drawings or specifications.
  - 1. Should it appear that any of the work as specified or shown by the drawings is not sufficiently detailed or explained, the Contractor shall apply to the City for such further details or information as may be necessary for full understanding of the work in question.
  - 2. The data set forth in these specifications and indicated on the drawings are as accurate as can be obtained, but their extreme accuracy is not guaranteed. Final application thereto shall be determined on the job as conditions may demand and subject to the approval of the City.
- D. Plans and Specifications Acknowledgment by Subcontractors and Suppliers: All Subcontractors and suppliers must submit, through the General Contractor to the City Engineer, a statement on their individual letterhead stationary, signed and sealed with their corporate seal, or a notarized statement on their letterhead stationery in the absence of a corporate seal, that the individual Subcontractor or Supplier:
  - 1. Has received or reviewed a FULL set of approved plans and specifications for the project.
  - 2. Is aware that items concerning their particular trade may be shown and/or detailed in other trades or sections of the plans and specifications, and
  - 3. Will comply with said plans, specifications and all applicable codes and permit requirements.
- E. In the event a Subcontractor or Supplier notes a mistake or details appear incomplete, or if there are questions or concerns with the plans and specifications, the Subcontractor or Supplier will immediately notify the General Contractor. No work will proceed until such conflicts or questions are resolved in writing.
- F. The Subcontractor will not be permitted to start work, nor will any Shop drawings/submittals be accepted for review from a supplier until this letter of acknowledgment is received and approved by the General Contractor and City Engineer. Also, the City will not process any pay request for the work of any Subcontractor or Supplier whose acknowledgment letter is not on file with the City.

# 1.7 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. The Contractor shall employ a competent superintendent who can communicate with spoken English, and who shall be in attendance at the site full-time when any work is in progress. The superintendent shall be satisfactory to the City's Engineer and shall not be changed except with the consent of the City's Engineer.
- B. General: In addition to Project superintendent, provide other administrative and supervisory

**PROJECT 12207** 

personnel as required for proper performance of the Work.

1. Include special personnel required for coordination of operations with other contractors.

## 1.8 PROJECT MEETINGS

- A. General: Attend 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.
  - 2. Minutes: Record of significant discussions and agreements achieved.
    - a. Minutes from all meetings shall be prepared by the City, reflecting all items discussed as well as agreed upon or suggested solutions. These minutes shall be a true reflection of what actually happened at the meeting.
    - b. Items discussed and not resolved or being handled by any one of the parties present shall be reflected along with the name of the person responsible in all ongoing minutes until it is resolved.
    - c. Minutes shall be typewritten within 24 hours from the completion of the meeting. They shall immediately be emailed to all parties present.
    - d. All items requiring information and not resolved shall be reflected in each and every set of minutes thereafter until it is totally resolved
- B. Preconstruction Meeting: After the contract(s) has been awarded, executed, and a tentative work schedule has been composed, and prior to the start of the work, the Contractor(s), 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. Distribute and discuss list of major Subcontractors
  - 2. Tentative construction schedule
  - 3. Phasing
  - 4. Critical work sequencing and long-lead items
  - 5. Relation and coordination of Prime Contractor
  - 6. Designation of key personnel and their duties
  - 7. Procedures for processing field decisions and Change Orders
  - 8. Procedures for RFIs
  - 9. Procedures for testing and inspecting
  - 10. Adequacy of distribution of contract documents
  - 11. Submittal of Shop drawings, project data, and samples
  - 12. Procedures for maintaining Record documents
  - 13. Use of premises
  - 14. Protection of existing construction including landscape materials
  - 15. Work restrictions
  - 16. City's occupancy requirements
  - 17. Responsibility for temporary facilities and controls
  - 18. Major equipment deliveries and priorities
  - 19. Construction waste management and recycling
  - 20. Parking availability
  - 21. Working hours
  - 22. Safety and first-aid procedures
  - 23. Security procedures
  - 24. Housekeeping procedures including progress cleaning.
  - 25. Schedule of values.

**PROJECT 12207** 

- 26. Processing of payments or contract.
- 27. DHS Security Requirements
- C. Progress Meetings: Progress meetings shall be held at bi-weekly 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 these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  - Agenda: Review and correct or approve minutes of previous progress meeting. 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 from 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. Contractor shall submit a two-week look ahead schedule for review at each progress meeting.
      - 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: City shall record the meeting minutes. These minutes shall indicate all items

**PROJECT 12207** 

- 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 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.

# 1.9 REQUESTS FOR INTERPRETATION (RFIs)

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
  - 1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
  - 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 interpretation and the following:
  - 1. City Project Number
  - 2. City Project Name.
  - 3. Date.
  - 4. Name of Contractor.
  - 5. RFI number, numbered sequentially.
  - 6. Specification Section number and title and related paragraphs, as appropriate.
  - 7. Drawing number and detail references, as appropriate.
  - 8. Field dimensions and conditions, as appropriate.
  - 9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  - 10. Contractor's signature.
  - Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
    - Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
- C. Hard-Copy RFIs: Form at end of this Section.
  - 1. Identify each page of attachments with the RFI number and sequential page number.
- D. Software-Generated RFIs: Software-generated form with substantially the same content as indicated above. Word Template is available upon request from the City Engineer's Office.
  - Attachments shall be electronic files in Adobe Acrobat PDF format.
- E. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow seven working days for Architect's response for each RFI. RFIs received after 1:00

**PROJECT 12207** 

p.m. will be considered as received the following working day.

- 1. The following RFIs will be returned without action:
  - a. Requests for approval of submittals.
  - b. Requests for approval of substitutions.
  - c. Requests for coordination information already indicated in the Contract Documents.
  - d. 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 RFIs with numerous errors.
- 2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.
- 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."
  - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.
- G. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log bi-weekly. Include the following:
  - 1. Project name.
  - Name and address of Contractor.
  - 3. RFI number including RFIs that were dropped and not submitted.
  - 4. RFI description.
  - 5. Date the RFI was submitted.
  - 6. Date Architect's response was received.
  - 7. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
  - 8. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

# PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION (Not Used)

## **END OF SECTION 013100**

7/24/2018 12:16 PM

# 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. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Submittals Schedule.
  - 2. Daily construction reports.
  - 3. Material location reports.
  - 4. Field condition reports.
  - 5. Special reports.
- B. Related Sections include the following:
  - 1. Division 01 Section "Payment Procedures" for submitting the Schedule of Values.
  - 2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
  - 3. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
  - 4. Division 01 Section "Photographic Documentation" for submitting construction photographs.
  - 5. Division 01 Section "Quality Requirements" for submitting a schedule of tests and inspections.

#### 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 activities are activities on the critical path. They 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 the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum, unless otherwise approved by Architect.
- 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.

CONSTRUCTION PROGRESS DOCUMENTATION

#### **PROJECT 12207**

- 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. Fragnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
- H. Major Area: A story of construction, a separate building, or a similar significant construction element.
- I. Milestone: A key or critical point in time for reference or measurement.
- J. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.
- K. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

## 1.4 SUBMITTALS

- A. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:
  - 1. Scheduled date for first submittal.
  - 2. Specification Section number and title.
  - 3. Submittal category (action or informational).
  - 4. Name of subcontractor.
  - 5. Description of the Work covered.
  - 6. Scheduled date for Architect's final release or approval.
- B. Contractor's Construction Schedule: Submit three opaque copies of initial schedule, large enough to show entire schedule for entire construction period.
  - 1. Submit an electronic copy of schedule, using software indicated, on CD-R, and labeled to comply with requirements for submittals. Include type of schedule (Initial or Updated) and date on label.
- C. CPM Reports: Concurrent with CPM schedule, submit three copies of each of the following computer-generated 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.

CONSTRUCTION PROGRESS DOCUMENTATION

#### **PROJECT 12207**

- 1. Activity Report: List of all 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 all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
- 3. Total Float Report: List of all 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.
- D. Daily Construction Reports: Submit two copies at monthly intervals.
- E. Material Location Reports: Submit two copies at monthly intervals.
- F. Field Condition Reports: Submit two copies at time of discovery of differing conditions.
- G. Special Reports: Submit two copies at time of unusual event.

#### 1.5 QUALITY ASSURANCE

A. Scheduling Personnel 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

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
  - 1. Secure time commitments for performing critical elements of the Work from parties involved.
  - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

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

#### 2.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
  - 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
  - 2. Initial Submittal: Submit concurrently with preliminary bar-chart schedule network diagram. Include submittals required during the first 60 days of construction. List those required to maintain orderly progress of the Work and those required early

CONSTRUCTION PROGRESS DOCUMENTATION

**PROJECT 12207** 

because of long lead time for manufacture or fabrication.

- a. At Contractor's option, show submittals on the Preliminary Construction Schedule, instead of tabulating them separately.
- 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

# 2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."
- B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Final Completion.
  - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
  - 1. The schedule shall clearly indicate the critical path and all activities associated with it. The dependencies shall be clearly delineated.
  - 2. All activities with a time duration exceeding five (5) days shall be shown as separate items.
  - 3. Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
  - 4. Where materials require more than one (1) week fabrication or order time, this order/fabrication time shall be shown.
  - 5. Include not less than 3 days for startup and testing.
- D. 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. Phasing: Arrange list of activities on schedule by phase.
  - 2. Work under More Than One Contract: Include a separate activity for each contract.
  - 3. Work by City: Include a separate activity for each portion of the Work performed by City.
  - 4. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
  - 5. City-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
  - 6. Work Restrictions: Show the effect of the following items on the schedule:
    - a. Coordination with existing construction.
    - b. Limitations of continued occupancies.
    - c. Uninterruptible services.

CONSTRUCTION PROGRESS DOCUMENTATION

- **PROJECT 12207**
- d. Partial occupancy before Substantial Completion.
- e. Use of premises restrictions.
- f. Provisions for future construction.
- g. Seasonal variations.
- h. Environmental control.
- 7. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
  - a. Subcontract awards.
  - b. Submittals.
  - c. Purchases.
  - d. Mockups.
  - e. Fabrication.
  - f. Sample testing.
  - g. Deliveries.
  - h. Installation.
  - Tests and inspections.
  - j. Adjusting.
  - k. Curing.
  - I. Startup and placement into final use and operation.
- 8. Area Separations: 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. Permanent space enclosure.
  - c. Completion of mechanical installation.
  - d. Completion of electrical installation.
  - e. Substantial Completion.
- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, Final Completion, and Certificate of Occupancy.
- F. Cost Correlation: At the head of schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of the Work performed as of dates used for preparation of payment requests.
  - 1. Refer to Division 01 Section "Payment Procedures" for cost reporting and payment procedures.
  - 2. Contractor shall assign cost to construction activities on the CPM schedule. Costs shall not be assigned to submittal activities unless specified otherwise but may, with Architect's approval, be assigned to fabrication and delivery activities. Costs shall be under required principal subcontracts for testing and commissioning activities, operation and maintenance manuals, punch list activities, Project Record Documents, and demonstration and training (if applicable), in the amount of 5 percent of the Contract Sum.
  - 3. Each activity cost shall reflect an accurate value subject to approval by Architect.

CONSTRUCTION PROGRESS DOCUMENTATION

#### **PROJECT 12207**

- 4. Total cost assigned to activities shall equal the total Contract Sum.
- G. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.
- H. Computer Software: Prepare schedules using a program that has been developed specifically to manage construction schedules.
  - 1. Microsoft Project 2007 for Windows operating system.

# 2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within 30 days of date established for the Notice to Proceed. Base schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
  - 1. For construction activities that require 3 months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

# 2.4 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

- A. General: Prepare network diagrams using AON (activity-on-node) format.
- B. Preliminary Network Diagram: Submit diagram within 7 days of date established for the Notice to Proceed. Outline significant construction activities for the first 60 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 computerized, cost-and resource-loaded, time-scaled CPM network analysis diagram for the Work.
  - 1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 30 days after date established for the Notice to Proceed.
    - a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of Architect's approval of the schedule.
  - 2. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
  - 3. Use "one workday" as the unit of time. Include list of nonworking days and holidays incorporated into the schedule.
- D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the preliminary network diagram, prepare a skeleton network to identify probable critical paths.
  - 1. Activities: Indicate the estimated time duration, sequence requirements, and

CONSTRUCTION PROGRESS DOCUMENTATION

**PROJECT 12207** 

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 City that may affect or be affected by Contractor's activities.
- i. Testing and commissioning.
- 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.
  - a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.
- E. Initial Issue of Schedule: Prepare initial network diagram from a list of straight "early start-total float" sort. Identify critical activities. Prepare tabulated reports showing the following:
  - 1. Contractor or subcontractor and the Work or activity.
  - 2. Description of activity.
  - 3. Principal 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).
- F. 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.
- G. Value Summaries: Prepare two cumulative value lists, sorted by finish dates.

CONSTRUCTION PROGRESS DOCUMENTATION

#### **PROJECT 12207**

- 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.

#### 2.5 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.
  - Material deliveries.
  - 5. High and low temperatures and general weather conditions.
  - 6. Accidents.
  - 7. Meetings and significant decisions.
  - 8. Unusual events (refer to special reports).
  - 9. Stoppages, delays, shortages, and losses.
  - 10. Emergency procedures.
  - 11. Orders and requests of authorities having jurisdiction.
  - 12. Change Orders received and implemented.
  - 13. Construction Change Directives received and implemented.
  - 14. Services connected and disconnected.
  - 15. Equipment or system tests and startups.
  - 16. Partial Completions and occupancies.
  - 17. Substantial Completions authorized.
- B. Material Location Reports: At monthly 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
- C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

## 2.6 SPECIAL REPORTS

A. General: Submit special reports directly to City within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.

CONSTRUCTION PROGRESS DOCUMENTATION

**PROJECT 12207** 

B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise City in advance when these events are known or predictable.

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

## 3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Scheduling Consultant: Engage a consultant to provide planning, evaluation, and reporting using CPM scheduling.
  - 1. In-House Option: City may waive the 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.
- B. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
  - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  - 3. As the Work progresses, indicate Actual Completion percentage for each activity.
- C. Distribution: Distribute copies of approved schedule to Architect, City Representative, 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.

## **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. This Section includes administrative and procedural requirements for the following:
  - 1. Preconstruction photographs.
  - 2. Periodic construction photographs.
  - 3. Time lapse photographs.
  - 4. Final Completion construction photographs.
- B. Related Sections include the following:
  - 1. Division 01 Section "Submittal Procedures" for submitting photographic documentation.
  - 2. Division 01 Section "Closeout Procedures" for submitting digital media and construction videotapes as Project Record Documents at Project closeout.

#### 1.3 SUBMITTALS

- A. Construction Photographs: Submit digital media files of each photographic view within seven days of taking photographs.
  - Format: Compact Disc(s) with jpg format, uncropped unedited photograph files numbered by date taken. File names shall be in the following format: City project number – date taken – picture number (example: 10350-040804-011 would indicate project number 10350 taken on April 8, 2004 photograph number 11). Submit in CD jewel case.
  - 2. Identification: On jewel case and CD, provide an applied label with the following information:
    - a. Name of Project.
    - b. Name of Contractor.
    - c. Dates photographs were taken.

## 1.4 USAGE RIGHTS

A. Obtain and transfer copyright usage rights from photographer to Owner for unlimited reproduction of photographic documentation.

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

## 2.1 PHOTOGRAPHIC MEDIA

A. Digital Images: Provide images in highest quality JPEG format produced by a digital camera

PHOTOGRAPHIC DOCUMENTATION

**PROJECT 12207** 

with minimum sensor size of 4.0 megapixels, and at an image resolution of not less than 1600 by 1200 pixels.

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

# 3.1 CONSTRUCTION PHOTOGRAPHS

- A. Aerial Photographer: Engage a qualified commercial aerial photographer to take aerial construction photographs.
- B. General: Take photographs using the maximum range of depth of field, and that are 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. 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 fully document actual installed conditions.
- D. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
  - 1. Date and Time: Include date and time in filename for each image.
  - 2. Field Office Images: Maintain one set of images on CD-ROM in the field office at Project site, available at all times for reference. Identify images same as for those submitted to Architect.
- E. Preconstruction Photographs: Before starting construction, take color photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Architect.
  - 1. Flag excavation areas and construction limits before taking construction photographs.
  - Take eight photographs to show existing conditions adjacent to property before starting the Work.
  - 3. Take eight 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.
- F. Periodic Construction Photographs: Take minimum 15, digital photographs weekly, with timing each month adjusted to coincide 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.
- G. Time-Lapse Sequence Construction Photographs: Take daily, digital photographs to show status of construction and progress. Contractor to submit digital photographs on CD with each application for payment.
  - 1. Frequency: Take photographs daily, with timing each month adjusted to coincide with

PHOTOGRAPHIC DOCUMENTATION

**PROJECT 12207** 

- the cutoff date associated with each Application for Payment.
- 2. Vantage Points: Following suggestions by Architect and Contractor, photographer to select vantage points. During each of the following construction phases, take not less than two of the required shots from same vantage point each time to create a time-lapse sequence as follows:
  - a. Commencement of the Work, through completion of subgrade construction.
  - b. Above-grade structural framing.
  - c. Exterior building enclosure.
  - d. Interior Work, through date of Substantial Completion.
- H. Final Completion Construction Photographs: Take eight color photographs after date of Substantial Completion for submission as Project Record Documents. Architect will direct photographer for desired vantage points.
  - 1. Do not include date stamp.

**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. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections include the following:
  - 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 and distributing meeting and conference minutes and for submitting Coordination Drawings.
  - 3. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
  - 4. Division 01 Section "Photographic Documentation" for submitting construction photographs and construction videotapes.
  - 5. Division 01 Section "Quality Requirements" for submitting test and inspection reports and for mockup requirements.
  - 6. Division 01 Section "Closeout Procedures" for submitting warranties.
  - 7. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
  - 8. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
  - 9. Division 01 Section "Demonstration and Training" for submitting videotapes of demonstration of equipment and training of City's personnel.
  - 10. Divisions 02 through 48 Sections for specific requirements for submittals in those Sections.

#### 1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Architect's responsive action.
- B. Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

#### 1.4 SUBMITTAL PROCEDURES

- A. General: Architect may provide electronic copies of CAD Drawings of the Contract Drawings for Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of

SUBMITTAL PROCEDURES

**PROJECT 12207** 

construction activities.

- 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
- Coordinate transmittal of different types of submittals for related parts of the Work 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. Submittals Schedule: Comply with requirements in Division 01 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.
- D. Processing Time: Allow enough 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.
- E. Identification: Place a permanent label or title block on each submittal for identification.
  - 1. Indicate name of firm or entity that prepared each submittal on label or title block.
  - 2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
  - 3. Include the following information on label for processing and recording action taken:
    - a. Proiect name.
    - b. Date.
    - c. Name and address of Contractor.
    - d. Name and address of subcontractor.
    - e. Name and address of supplier.
    - f. Name of manufacturer.
    - g. Submittal number or other unique identifier, including revision identifier.
      - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 06100.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 06100.01.A).
    - h. Number and title of appropriate Specification Section.
    - i. Drawing number and detail references, as appropriate.
    - j. Location(s) where product is to be installed, as appropriate.

SUBMITTAL PROCEDURES

#### **PROJECT 12207**

- k. General Contractor's stamp of approval must be on all submittals, indicating that the Contractor has reviewed and approved prior to submitting to the City.
- F. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
- G. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
- H. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, received from sources other than Contractor.
  - 1. Transmittal Form: Provide locations on form for the following information:
    - a. Project name.
    - b. Date.
    - c. Destination (To:).
    - d. Source (From:).
    - e. Names of subcontractor, manufacturer, and supplier.
    - f. Category and type of submittal.
    - g. Submittal purpose and description.
    - h. Specification Section number and title.
    - i. Drawing number and detail references, as appropriate.
    - j. Transmittal number, numbered consecutively.
    - k. Remarks.
    - I. Signature of transmitter.
- I. 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 "Approved as submitted" or "Approved as noted".
- J. 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.
- K. Use for Construction: Use only final submittals with mark indicating "Approved as submitted" or "Approved as noted" by Architect.

#### 1.5 CONTRACTOR'S USE OF ARCHITECT'S CAD FILES

- A. General: At Contractor's written request, copies of Architect's CAD files will be provided to Contractor for Contractor's use in connection with Project, subject to the following conditions:
  - 1. CAD files will only be provided to the contractor upon written request by the contractor and upon receipt by the Architect of the signed release form provided by the Architect.

SUBMITTAL PROCEDURES

#### **PROJECT 12207**

#### PART 2 - PRODUCTS

#### 2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
- B. 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 printed data are not suitable 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:
    - a. Manufacturer's written recommendations.
    - b. Manufacturer's product specifications.
    - c. Manufacturer's installation instructions.
    - d. Standard color charts.
    - e. Manufacturer's catalog cuts.
    - f. Wiring diagrams showing factory-installed wiring.
    - g. Printed performance curves.
    - h. Operational range diagrams.
    - i. Mill reports.
    - j. Standard product operation and maintenance manuals.
    - k. Compliance with specified referenced standards.
    - I. Testing by recognized testing agency.
    - m. Application of testing agency labels and seals.
    - n. Notation of coordination requirements.
  - 4. Submit Product Data before or concurrent with Samples.
  - 5. Number of Copies: Submit five copies of Product Data, unless otherwise indicated. Architect will return two copies. Mark up and retain one returned copy as a Project Record Document.
- C. 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 of Architect's CAD Drawings are otherwise permitted.
  - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Dimensions.
    - b. Identification of products.
    - c. Fabrication and installation drawings.
    - d. Roughing-in and setting diagrams.
    - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
    - f. Shopwork manufacturing instructions.
    - g. Templates and patterns.
    - h. Schedules.
    - i. Design calculations.
    - j. Compliance with specified standards.

SUBMITTAL PROCEDURES 013300-4

**PROJECT 12207** 

- k. Notation of coordination requirements.
- I. Notation of dimensions established by field measurement.
- m. Relationship to adjoining construction clearly indicated.
- n. Seal and signature of professional engineer if specified.
- o. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
- 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 24 by 36 inches (750 by 1000 mm).
- 3. Number of Copies: Submit five opaque copies of each submittal, unless copies are required for operation and maintenance manuals. Submit seven copies where copies are required for operation and maintenance manuals. Architect will retain three copies; remainder will be returned. Submit one additional copy for any submittal that must be reviewed by consultant,
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
  - 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  - 2. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of appropriate Specification Section.
  - 3. 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.
  - 4. 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.
  - 5. 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

SUBMITTAL PROCEDURES 013300-5

**PROJECT 12207** 

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.
  - 1) 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.
- E. Product Schedule or List: 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.
  - 2. Number and name of room or space.
  - 3. Location within room or space.
  - 4. Number of Copies: Submit five copies of product schedule or list, unless otherwise indicated. Architect will return two copies.
    - a. Mark up and retain one returned copy as a Project Record Document.
- F. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation" for Construction Manager's action.
- G. Submittals Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- H. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."
- I. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- J. 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, and telephone number 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.
  - 4. Number of Copies: Submit four copies of subcontractor list, unless otherwise indicated. Architect will return two copies.
    - a. Mark up and retain one returned copy as a Project Record Document.

SUBMITTAL PROCEDURES

#### 2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
  - 1. Number of Copies: Submit two copies of each submittal, unless otherwise indicated. Architect will not return copies.
  - Certificates and Certifications: Provide a notarized 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.
  - 3. Test and Inspection Reports: Comply with requirements specified in Division 01 Section "Quality Requirements."
- B. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."
- C. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and City's, and other information specified.
- E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- F. Installer Certificates: Prepare 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.
- G. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- H. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- I. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- J. Material Test Reports: Prepare 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.
- K. Product Test Reports: Prepare written reports indicating 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.
- L. Research/Evaluation Reports: Prepare written evidence, from a model code organization

SUBMITTAL PROCEDURES

**PROJECT 12207** 

acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:

- Name of evaluation organization.
- 2. Date of evaluation.
- 3. Time period when report is in effect.
- 4. Product and manufacturers' names.
- 5. Description of product.
- 6. Test procedures and results.
- 7. Limitations of use.
- M. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements."
- N. Preconstruction Test Reports: Prepare 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.
- O. Compatibility Test Reports: Prepare 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.
- P. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, 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.
- Q. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
- R. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- S. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
  - 1. Preparation of substrates.
  - 2. Required substrate tolerances.
  - 3. Sequence of installation or erection.
  - 4. Required installation tolerances.
  - 5. Required adjustments.
  - 6. Recommendations for cleaning and protection.
- T. Manufacturer's Field Reports: Prepare written information documenting factory-authorized

SUBMITTAL PROCEDURES

**PROJECT 12207** 

service representative's tests and inspections. Include the following, as applicable:

- 1. Name, address, and telephone number of factory-authorized service 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.
- U. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.
- V. Construction Photographs: Comply with requirements specified in Division 01 Section "Photographic Documentation."
  - 1. Material Safety Data Sheets (MSDSs): Submit two copies of each submittal, unless otherwise indicated. Architect will not return copies.

#### 2.3 DELEGATED DESIGN

- 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.
- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit three copies of a statement, 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.

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

## 3.1 CONTRACTOR'S REVIEW

- A. 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. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been

SUBMITTAL PROCEDURES

**PROJECT 12207** 

reviewed, checked, and approved for compliance with the Contract Documents.

#### 3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
  - 1. Approved as submitted
  - 2. Approved as noted
  - 3. Revise and resubmit
  - 4. Rejected.
- C. 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.
- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

**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.
  - 1. 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, Construction Manager, or authorities having jurisdiction are not limited by provisions of this Section.

## C. Related Sections include the following:

- 1. Division 01 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.
- 2. Divisions 02 through 48 Sections for specific test and inspection requirements.

## 1.3 **DEFINITIONS**

- A. 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.
- B. 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 or Construction Manager.
- C. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination,

QUALITY REQUIREMENTS

**PROJECT 12207** 

- testing, or operation; they are not Samples. Approved mockups establish the standard by which the Work will be judged.
- D. Laboratory Mockups: Full-size, physical assemblies that are constructed at testing facility to verify performance characteristics.
- E. 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.
- F. 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 industry standards.
- G. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- H. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- I. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- J. 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. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- K. 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.

#### 1.4 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision 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.

QUALITY REQUIREMENTS

#### **PROJECT 12207**

#### 1.5 SUBMITTALS

- A. Qualification Data: 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.
- B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
  - 1. Specification Section number and title.
  - 2. Description of test and inspection.
  - 3. Identification of applicable standards.
  - 4. Identification of test and inspection methods.
  - 5. Number of tests and inspections required.
  - 6. Time schedule or time span for tests and inspections.
  - 7. Entity responsible for performing tests and inspections.
  - 8. Requirements for obtaining samples.
  - 9. Unique characteristics of each quality-control service.
- C. Reports: Prepare and submit certified written reports that include the following:
  - 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.
  - 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.
- 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.

## 1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. 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.

QUALITY REQUIREMENTS

#### **PROJECT 12207**

- C. 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.
- D. 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.
- 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 to those indicated for this Project in material, design, and extent.
- F. Specialists: Certain sections of the Specifications 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. Requirement for specialists shall not supersede building codes and regulations governing the Work.
- 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 548; 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. 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.
- I. 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.

QUALITY REQUIREMENTS 014000-4

#### **PROJECT 12207**

- f. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups; do not reuse products on Project.
- Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, through Construction Manager, 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.
- J. 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 or Construction Manager.
  - 2. Notify Architect and Construction Manager seven days in advance of dates and times when mockups will be constructed.
  - 3. Demonstrate the proposed range of aesthetic effects and workmanship.
  - 4. Obtain Architect's and Construction Manager's approval of mockups before starting work, fabrication, or construction.
    - a. Allow seven days for initial review and each re-review of each mockup.
  - 5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
  - 6. Demolish and remove mockups when directed, unless otherwise indicated.
- K. Laboratory Mockups: Comply with requirements of preconstruction testing and those specified in individual Sections in Divisions 02 through 49. Contractor shall submit shop drawings for review by all agencies and City.

#### 1.7 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.
  - 1. 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 by the City directly to the testing agency.
  - 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.
- B. Tests and inspections not explicitly assigned to City are Contractor's responsibility. 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.
  - 1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.

QUALITY REQUIREMENTS

**PROJECT 12207** 

- a. Contractor shall not employ same entity engaged by City, unless agreed to in writing.
- 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
- 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
- 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
- 5. 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. 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.
- E. Testing Agency Responsibilities: Cooperate with City and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
  - 1. Notify City 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 releases, 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.
- F. 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:
  - 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.

QUALITY REQUIREMENTS

- **PROJECT 12207**
- G. 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.
- H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within 30 days of date established for commencement of the Work.
  - 1. Distribution: Distribute schedule to City, Architect, Construction Manager, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

## PART 2 - PRODUCTS (Not Used)

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

#### 3.1 TEST AND INSPECTION LOG

- A. Prepare a record of tests and inspections. Include the following:
  - 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 modifications as they occur. Provide access to test and inspection log for Architect's and Construction Manager's reference during normal working hours.

#### 3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
  - Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. This includes all site work adjacent to property.
  - 2. Comply with the Contract Document requirements for Division 01 Section "Cutting and Patching."
- 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**

QUALITY REQUIREMENTS 014000-7

## 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": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- 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.

#### **PROJECT 12207**

(703) 358-2960

- 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 Thomson Gale's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."
- 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. 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.

Aluminum Association, Inc. (The)

AA	www.aluminum.org	(703) 330-2300
AABC	Associated Air Balance Council www.aabchq.com	(202) 737-0202
AAMA	American Architectural Manufacturers Association www.aamanet.org	(847) 303-5664
AASHTO	American Association of State Highway and Transportation Officials www.transportation.org	(202) 624-5800
AATCC	American Association of Textile Chemists and Colorists (The) www.aatcc.org	(919) 549-8141
ABAA	Air Barrier Association of America www.airbarrier.org	(866) 956-5888
ACI	ACI International (American Concrete Institute) www.aci-int.org	(248) 848-3700
ACPA	American Concrete Pipe Association www.concrete-pipe.org	(972) 506-7216
AEIC	Association of Edison Illuminating Companies, Inc. (The) www.aeic.org	(205) 257-2530

AA

City Hall Data Cen	ter Air Condition Upgrade	PROJECT 12207
AF&PA	American Forest & Paper Association www.afandpa.org	(800) 878-8878 (202) 463-2700
AGA	American Gas Association www.aga.org	(202) 824-7000
AGC	Associated General Contractors of America (The) www.agc.org	(703) 548-3118
AHAM	Association of Home Appliance Manufacturers www.aham.org	(202) 872-5955
AI	Asphalt Institute www.asphaltinstitute.org	(859) 288-4960
AIA	American Institute of Architects (The) www.aia.org	(800) 242-3837 (202) 626-7300
AISC	American Institute of Steel Construction www.aisc.org	(800) 644-2400 (312) 670-2400
AISI	American Iron and Steel Institute www.steel.org	(202) 452-7100
AITC	American Institute of Timber Construction www.aitc-glulam.org	(303) 792-9559
ALCA	Associated Landscape Contractors of America (Now PLANET - Professional Landcare Network)	
ALSC	American Lumber Standard Committee, Incorporated www.alsc.org	(301) 972-1700
AMCA	Air Movement and Control Association International, Inc. www.amca.org	(847) 394-0150
ANSI	American National Standards Institute www.ansi.org	(202) 293-8020
APA	Architectural Precast Association www.archprecast.org	(239) 454-6989
APA	APA - The Engineered Wood Association www.apawood.org	(253) 565-6600
APA EWS	APA - The Engineered Wood Association; Engineered Wood Systems (See APA - The Engineered Wood Association)	
API	American Petroleum Institute www.api.org	(202) 682-8000
ARI	Air-Conditioning & Refrigeration Institute	(703) 524-8800
DEEEDEN 000		044000

7/24/2018 12:16 PM

## **PROJECT 12207**

	www.ari.org	
ARMA	Asphalt Roofing Manufacturers Association www.asphaltroofing.org	(202) 207-0917
ASCE	American Society of Civil Engineers www.asce.org	(800) 548-2723 (703) 295-6300
ASCE/SEI	American Society of Civil Engineers/Structural Engineering Institute (See ASCE)	
ASHRAE	American Society of Heating, Refrigerating and Air- Conditioning Engineers www.ashrae.org	(800) 527-4723 (404) 636-8400
ASME	ASME International (The American Society of Mechanical Engineers International) www.asme.org	(800) 843-2763 (973) 882-1170
ASSE	American Society of Sanitary Engineering www.asse-plumbing.org	(440) 835-3040
ASTM	ASTM International (American Society for Testing and Materials International) www.astm.org	(610) 832-9585
AWCI	AWCI International (Association of the Wall and Ceiling Industry International) www.awci.org	(703) 534-8300
AWCMA	American Window Covering Manufacturers Association (Now WCSC)	
AWI	Architectural Woodwork Institute www.awinet.org	(571) 323-3636
AWPA	American Wood-Preservers' Association www.awpa.com	(205) 733-4077
AWS	American Welding Society www.aws.org	(800) 443-9353 (305) 443-9353
AWWA	American Water Works Association www.awwa.org	(800) 926-7337 (303) 794-7711
ВНМА	Builders Hardware Manufacturers Association www.buildershardware.com	(212) 297-2122
CCC	Carpet Cushion Council www.carpetcushion.org	(610) 527-3880

City Hall Data Ce	nter Air Condition Upgrade	PROJECT 12207
CDA	Copper Development Association www.copper.org	(800) 232-3282 (212) 251-7200
CFFA	Chemical Fabrics & Film Association, Inc. www.chemicalfabricsandfilm.com	(216) 241-7333
CGA	Compressed Gas Association www.cganet.com	(703) 788-2700
CIMA	Cellulose Insulation Manufacturers Association www.cellulose.org	(888) 881-2462 (937) 222-2462
CISCA	Ceilings & Interior Systems Construction Association www.cisca.org	(630) 584-1919
CISPI	Cast Iron Soil Pipe Institute www.cispi.org	(423) 892-0137
CLFMI	Chain Link Fence Manufacturers Institute www.chainlinkinfo.org	(301) 596-2583
CRRC	Cool Roof Rating Council www.coolroofs.org	(866) 465-2523 (510) 485-7175
СРА	Composite Panel Association www.pbmdf.com	(301) 670-0604
СРРА	Corrugated Polyethylene Pipe Association www.cppa-info.org	(800) 510-2772 (202) 462-9607
CRI	Carpet & Rug Institute (The) www.carpet-rug.com	(800) 882-8846 (706) 278-3176
CRSI	Concrete Reinforcing Steel Institute www.crsi.org	(847) 517-1200
CSI	Construction Specifications Institute (The) www.csinet.org	(800) 689-2900 (703) 684-0300
СТІ	Cooling Technology Institute (Formerly: Cooling Tower Institute) www.cti.org	(281) 583-4087
DHI	Door and Hardware Institute www.dhi.org	(703) 222-2010
EIA	Electronic Industries Alliance www.eia.org	(703) 907-7500
EIMA	EIFS Industry Members Association www.eima.com	(800) 294-3462 (770) 968-7945
EJCDC	Engineers Joint Contract Documents Committee	(703) 295-5000

7/24/2018 12:16 PM

City Hall Data Center Air Condition Upgrade		PROJECT 12207
	www.ejdc.org	
EJMA	Expansion Joint Manufacturers Association, Inc. www.ejma.org	(914) 332-0040
FM Approvals	FM Approvals www.fmglobal.com	(781) 762-4300
FM Global	FM Global (Formerly: FMG - FM Global) www.fmglobal.com	(401) 275-3000
FMRC	Factory Mutual Research (Now FM Global)	
FRSA	Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc. www.floridaroof.com	(407) 671-3772
FSA	Fluid Sealing Association www.fluidsealing.com	(610) 971-4850
FSC	Forest Stewardship Council www.fsc.org	49 228 367 66 0
GA	Gypsum Association www.gypsum.org	(202) 289-5440
GANA	Glass Association of North America www.glasswebsite.com	(785) 271-0208
GS	Green Seal www.greenseal.org	(202) 872-6400
GSI	Geosynthetic Institute www.geosynthetic-institute.org	(610) 522-8440
НІ	Hydraulic Institute www.pumps.org	(888) 786-7744 (973) 267-9700
НІ	Hydronics Institute www.gamanet.org	(908) 464-8200
НММА	Hollow Metal Manufacturers Association (Part of NAAMM)	
HPVA	Hardwood Plywood & Veneer Association www.hpva.org	(703) 435-2900
IAS	International Approval Services (Now CSA International)	
ICEA	Insulated Cable Engineers Association, Inc.	(770) 830-0369

## **PROJECT 12207**

	www.icea.net	
ICRI	International Concrete Repair Institute, Inc. www.icri.org	(847) 827-0830
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The) www.ieee.org	(212) 419-7900
IESNA	Illuminating Engineering Society of North America www.iesna.org	(212) 248-5000
IEST	Institute of Environmental Sciences and Technology www.iest.org	(847) 255-1561
IGCC	Insulating Glass Certification Council www.igcc.org	(315) 646-2234
IGMA	Insulating Glass Manufacturers Alliance www.igmaonline.org	(613) 233-1510
ISO	International Organization for Standardization www.iso.ch	41 22 749 01 11
	Available from ANSI www.ansi.org	(202) 293-8020
ISSFA	International Solid Surface Fabricators Association www.issfa.net	(877) 464-7732 (702) 567-8150
ITS	Intertek Testing Service NA www.intertek.com	(972) 238-5591
KCMA	Kitchen Cabinet Manufacturers Association	(703) 264-1690
LEED	www.kcma.org Leadership in Energy Conscious and Environmental	
LMA	Design Laminating Materials Association (Now part of CPA)	
LPI	Lightning Protection Institute www.lightning.org	(800) 488-6864
MBMA	Metal Building Manufacturers Association www.mbma.com	(216) 241-7333
MFMA	Metal Framing Manufacturers Association, Inc. www.metalframingmfg.org	(312) 644-6610
MH	Material Handling (Now MHIA)	
MHIA	Material Handling Industry of America www.mhia.org	(800) 345-1815 (704) 676-1190
MFMA MH	Metal Building Manufacturers Association www.mbma.com  Metal Framing Manufacturers Association, Inc. www.metalframingmfg.org  Material Handling (Now MHIA)  Material Handling Industry of America	(312) 644-6610 (800) 345-1815

## PROJECT 12207

MIA	Marble Institute of America www.marble-institute.com	(440) 250-9222
MPI	Master Painters Institute www.paintinfo.com	(888) 674-8937
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc. www.mss-hq.com	(703) 281-6613
NAAMM	National Association of Architectural Metal Manufacturers www.naamm.org	(312) 332-0405
NACE	NACE International (National Association of Corrosion Engineers International) www.nace.org	(800) 797-6623 (281) 228-6200
NADCA	National Air Duct Cleaners Association www.nadca.com	(202) 737-2926
NAIMA	North American Insulation Manufacturers Association www.naima.org	(703) 684-0084
NBGQA	National Building Granite Quarries Association, Inc. www.nbgqa.com	(800) 557-2848
NCMA	National Concrete Masonry Association www.ncma.org	(703) 713-1900
NCPI	National Clay Pipe Institute www.ncpi.org	(262) 248-9094
NCTA	National Cable & Telecommunications Association www.ncta.com	(202) 775-3550
NEBB	National Environmental Balancing Bureau www.nebb.org	(301) 977-3698
NECA	National Electrical Contractors Association www.necanet.org	(301) 657-3110
NeLMA	Northeastern Lumber Manufacturers' Association www.nelma.org	(207) 829-6901
NEMA	National Electrical Manufacturers Association www.nema.org	(703) 841-3200
NETA	InterNational Electrical Testing Association www.netaworld.org	(888) 300-6382 (303) 697-8441
NFPA	NFPA (National Fire Protection Association)	(800) 344-3555 (617) 770-3000

Page 128 of 304

## PROJECT 12207

	www.nfpa.org	
NFRC	National Fenestration Rating Council www.nfrc.org	(301) 589-1776
NGA	National Glass Association www.glass.org	(866) 342-5642 (703) 442-4890
NHLA	National Hardwood Lumber Association www.natlhardwood.org	(800) 933-0318 (901) 377-1818
NLGA	National Lumber Grades Authority www.nlga.org	(604) 524-2393
NOFMA	NOFMA: The Wood Flooring Manufacturers Association (Formerly: National Oak Flooring Manufacturers Association) www.nofma.com	(901) 526-5016
NRCA	National Roofing Contractors Association www.nrca.net	(800) 323-9545 (847) 299-9070
NRMCA	National Ready Mixed Concrete Association www.nrmca.org	(888) 846-7622 (301) 587-1400
NSF	NSF International (National Sanitation Foundation International) www.nsf.org	(800) 673-6275 (734) 769-8010
NSSGA	National Stone, Sand & Gravel Association www.nssga.org	(800) 342-1415 (703) 525-8788
NTRMA	National Tile Roofing Manufacturers Association (Now TRI)	
NWWDA	National Wood Window and Door Association (Now WDMA)	
PCI	Precast/Prestressed Concrete Institute www.pci.org	(312) 786-0300
PDCA	Painting & Decorating Contractors of America www.pdca.com	(800) 332-7322 (314) 514-7322
PDI	Plumbing & Drainage Institute www.pdionline.org	(800) 589-8956 (978) 557-0720
PGI	PVC Geomembrane Institute http://pgi-tp.ce.uiuc.edu	(217) 333-3929
PLANET	Professional Landcare Network (Formerly: ACLA - Associated Landscape Contractors of America)	(800) 395-2522 (703) 736-9666

7/24/2018 12:16 PM

## City of Fort Lauderdale City Hall Data Center Air Condition Upgrade **PROJECT 12207** www.landcarenetwork.org PTI Post-Tensioning Institute (602) 870-7540 www.post-tensioning.org **RCSC** Research Council on Structural Connections www.boltcouncil.org **RFCI** Resilient Floor Covering Institute (301) 340-8580 www.rfci.com SAE SAE International (877) 606-7323 www.sae.org (724) 776-4841 Steel Deck Institute SDI (847) 458-4647 www.sdi.org SDI Steel Door Institute (440) 899-0010 www.steeldoor.org **SEFA** Scientific Equipment and Furniture Association (516) 294-5424 www.sefalabs.com SEI/ASCE Structural Engineering Institute/American Society of Civil **Engineers** (See ASCE) **SGCC** Safety Glazing Certification Council (315) 646-2234 www.sgcc.org SIA Security Industry Association (703) 683-2075 www.siaonline.org SIGMA Sealed Insulating Glass Manufacturers Association (Now IGMA) S

	(**************************************	
SJI	Steel Joist Institute www.steeljoist.org	(843) 626-1995
SMA	Screen Manufacturers Association www.smacentral.org	(561) 533-0991

SMACNA	Sheet Metal and Air Conditioning Contractors'	(703) 803-2980
	National Association	

www.smacna.org

(	Spray Polyurethane Foam Alliance (Formerly: SPI/SPFD - The Society of the Plastics Industry, Inc.; Spray Polyurethane Foam Division) www.sprayfoam.org	(800) 523-6154
---	---	----------------

SPIB	Southern Pine Inspection Bureau (The)	(850) 434-2611
	www.spib.org	

## PROJECT 12207

SPRI	Single Ply Roofing Industry www.spri.org	(781) 647-7026
SSINA	Specialty Steel Industry of North America www.ssina.com	(800) 982-0355 (202) 342-8630
SSPC	SSPC: The Society for Protective Coatings www.sspc.org	(877) 281-7772 (412) 281-2331
STI	Steel Tank Institute www.steeltank.com	(847) 438-8265
SWRI	Sealant, Waterproofing, & Restoration Institute www.swrionline.org	(816) 472-7974
TCA	Tile Council of America, Inc. www.tileusa.com	(864) 646-8453
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance www.tiaonline.org	(703) 907-7700
TMS	The Masonry Society www.masonrysociety.org	(303) 939-9700
TPI	Truss Plate Institute, Inc. www.tpinst.org	(703) 683-1010
TPI	Turfgrass Producers International www.turfgrasssod.org	(800) 405-8873 (847) 649-5555
TRI	Tile Roofing Institute www.tileroofing.org	(312) 670-4177
UL	Underwriters Laboratories Inc. www.ul.com	(877) 854-3577 (847) 272-8800
UNI	Uni-Bell PVC Pipe Association www.uni-bell.org	(972) 243-3902
USGBC	U.S. Green Building Council www.usgbc.org	(202) 828-7422
WASTEC	Waste Equipment Technology Association www.wastec.org	(800) 424-2869 (202) 244-4700
WCLIB	West Coast Lumber Inspection Bureau www.wclib.org	(800) 283-1486 (503) 639-0651
WDMA	Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association)	(800) 223-2301 (847) 299-5200

PROJECT 12207

www.	wd	lma	com
VV VV VV .	. vv u	nna.	. COIII

WI	Woodwork Institute (Formerly: WIC - Woodwork Institute	(916) 372-9943

of California) www.wicnet.org

WIC Woodwork Institute of California

(Now WI)

WMMPA	Wood Moulding & Millwork Producers Association	(800) 550-7889

www.wmmpa.com (530) 661-9591

WSRCA Western States Roofing Contractors Association (800) 725-0333

www.wsrca.com (650) 570-5441

WWPA Western Wood Products Association (503) 224-3930

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.

IAPMO	International Association of Plumbing and Mechanical Officials www.iapmo.org	(909) 472-4100
ICC	International Code Council www.iccsafe.org	(888) 422-7233 (703) 931-4533
ICC-ES	ICC Evaluation Service, Inc. www.icc-es.org	(800) 423-6587 (562) 699-0543

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.

CE Army Corps of Engineers

www.usace.army.mil

Florida Building Code

CPSC	Consumer Product Safety Commission	(800) 638-2772
		(001) -01 -000

www.cpsc.gov (301) 504-7923

DOD Department of Defense (215) 697-6257

http://.dodssp.daps.dla.mil

DOE Department of Energy (202) 586-9220

www.energy.gov

FBC

(850) 487-1824

	City of Fort Lauderdale	Bid 120
City Hall Da	ta Center Air Condition Upgrade	PROJECT 12207
EPA	Environmental Protection Agency www.epa.gov	(202) 272-0167
FAA	Federal Aviation Administration www.faa.gov	(866) 835-5322
FCC	Federal Communications Commission www.fcc.gov	(888) 225-5322
FDA	Food and Drug Administration www.fda.gov	(888) 463-6332
GSA	General Services Administration www.gsa.gov	(800) 488-3111
HUD	Department of Housing and Urban Development www.hud.gov	(202) 708-1112
NCHRP	National Cooperative Highway Research Program (See TRB)	
NIST	National Institute of Standards and Technology www.nist.gov	(301) 975-6478

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.

Occupational Safety & Health Administration

Transportation Research Board

ADAAG	Americans with Disabilities Act (ADA) Architectural Barriers Act (ABA) Accessibility Guidelines for Buildings and Facilities Available from Access Board www.access-board.gov	(800) 872-2253 (202) 272-0080
CFR	Code of Federal Regulations Available from Government Printing Office www.gpoaccess.gov/cfr/index.html	(866) 512-1800 (202) 512-1800
DOD	Department of Defense Military Specifications and Standards Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil	(215) 697-2664

OSHA

TRB

USDA

www.osha.gov

www.usda.gov

http://gulliver.trb.org

Department of Agriculture

(800) 321-6742

(202) 693-1999

(202) 334-2934

(202) 720-2791

**PROJECT 12207** 

DSCC Defense Supply Center Columbus

(See FS)

FED-STD Federal Standard

(See FS)

FS Federal Specification

(215) 697-2664

Available from Department of Defense Single Stock Point

http://dodssp.daps.dla.mil

Available from Defense Standardization Program

www.dps.dla.mil

Available from General Services Administration

(202) 619-8925

www.gsa.gov

Available from National Institute of Building Sciences

(202) 289-7800

www.wbdg.org/ccb

FTMS Federal Test Method Standard

(See FS)

MIL (See MILSPEC)

MIL-STD (See MILSPEC)

MILSPEC Military Specification and Standards

(215) 697-2664

Available from Department of Defense Single Stock Point

http://dodssp.daps.dla.mil

UFAS Uniform Federal Accessibility Standards

(800) 872-2253

Available from Access Board

(202) 272-0080

www.access-board.gov

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.

DCA Florida Department of Community Affairs

(850) 488-8466

Florida Emergency Management

www.dca.state.fl.us

FDEP Florida Department of Environmental Protection

(850) 245-2118

www.dep.state.fl.us

**PROJECT 12207** 

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 014200** 

#### **SECTION 01 43 00**

## **QUALITY ASSURANCE**

#### PART 1GENERAL

#### 1.1 SECTION INCLUDES

- A. Fabricator's Qualifications.
- B. Installer's Qualifications.
- C. Manufacturer's Qualifications.
- D. Manufacturer's Field Services.
- E. Supplier Qualifications.
- F. Testing and Inspection Agency Qualifications.
- G. Broward County Licensure Requirements.

#### 1.2 FABRICATOR'S QUALIFICATIONS

- A. A "Fabricator" is the Contractor or an entity engaged by the Contractor, either as an employee, subcontractor or sub-subcontractor to construct assemblies required for the Work from diverse, usually standardized manufactured parts or components either on the project site or in a shop setting.
- B. The term "experienced," when used with the term "fabricator" means:
  - Having a minimum of 5 previous consecutive years of experience in the regular fabrication of assemblies, sub-assemblies or components similar to those specified, and
  - 2. Being familiar with the requirements of The City of Fort Lauderdale, Florida.

#### 1.3 INSTALLER'S QUALIFICATIONS

- A. An "Installer" is the Contractor or an entity engaged by the Contractor, either as an employee, subcontractor, or sub-subcontractor for performance of a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.
- B. The term "experienced," when used with the term "Installer" means:
  - 1. Having a minimum of 5 previous Projects similar in size and scope to this Project,
  - 2. Being familiar with the precautions required.
- C. Provide the levels of more extensive experience that may be specified within the respective specification sections contained in this Project Manual.

## 1.4 MANUFACTURER'S QUALIFICATIONS

- A. A "Manufacturer" is a person or entity who produces materials or equipment for the Work, including that manufactured to a special design, but who does not perform labor at the site. Manufacturers are required to be experienced in the operations they are engaged to perform.
- B. The term "experienced," when used with the term "Manufacturer" means:
  - Having a minimum of 5 previous consecutive years of experience in the regular manufacture of products, materials, components and assemblies similar to those specified, and
  - 2. Being familiar with the requirements of The City of Fort Lauderdale, Florida.

## C. Upon request, provide:

- 1. Location of the Manufacturer including foreign or domestic status.
- 2. Evidence of the time period in which the manufacturer has been producing the specified products, materials, components or assemblies without formulation, engineering, design or other production changes which would alter or modify their performance characteristics.
- 3. Listing of the manufacturer's authorized franchised distributors, installers or applicators.
- 4. Manufacturer's latest product performance criteria and test results.
- 5. List of the manufacturer's technical services and their local availability.
- 6. Other pertinent information to establish the capacity, capability and quality of the manufacturer as may be requested by the Project Consultant or Owner.
- D. The Owner reserves the right to require replacement of any manufacturer to whom reasonable objection is made by the Owner or Project Consultant.

## 1.5 MANUFACTURER'S FIELD SERVICES

- A. Submit qualifications of manufacturers, suppliers, distributors or other entity's observers to Project Consultant and Owner 30 days in advance of required observations. Observer subject to approval of Project Consultant and Owner and the Owner reserves the right to replace any observer for whom reasonable objection is made.
- B. When specified in individual specification Sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, or other conditions as applicable, and to initiate instructions when necessary.
- C. Individuals to report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- D. Submit report in duplicate within 15 days of observation to Owner for review.

#### 1.6 SUPPLIER QUALIFICATIONS

A. A "Supplier" is a person or entity who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the

- site. Suppliers are required to be experienced in the operations they are engaged to perform.
- B. The term "experienced, "when used with the term "Supplier" means:
  - 1. Having supplied products or materials for a minimum of 5 previous projects similar in size and scope to the Work specified herein.
  - 2. Having been in the regular business of supplying similar products and materials for the preceding consecutive 3 years, and
  - 3. Being familiar with the requirements of The City of Fort Lauderdale, Florida.
- C. The Owner reserves the right to require replacement of any Supplier to whom reasonable objection is made by the Owner or the Project Consultant.

## 1.7 TESTING AND INSPECTION AGENCY QUALIFICATIONS

- A. A "testing laboratory" or "Inspection Agency" is an independent entity engaged to perform specific inspections or tests, either at the Project Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.
- B. Testing and Inspection Agencies may be hired, paid for, and utilized by the Contractor for the Contractor's use at no additional expense to the Owner except as otherwise provided in the Contract Documents.
- C. Such testing and inspection agencies: Meet the following qualifications:
  - 1. Laboratory: Authorized to operate in State of Florida.
  - 2. Laboratory Staff: Maintain a full time registered Engineer and the necessary specialists on staff to review services.
  - 3. Testing Equipment: Calibrated at reasonable intervals with devices of accuracy traceable to either National Bureau of Standards or accepted values of natural physical constants.

## 1.8 BROWARD COUNTY LICENSURE REQUIREMENTS

- A. Broward County requires the utilization of a workforce, which holds State of Florida Certification or a certificate of competency obtained through a proctored examination in Broward County for the following crafts or trades. Ensure compliance with the Broward County licensure requirements if the listed crafts or trades (as mandated by Chapter 489 of the Florida Statutes and Broward County Ordinance 90-45 respectively) are required for the execution of the Work:
  - 1. Liquefied Petroleum Gas (LPG) Contractors:
    - (a) General LPG Contractors.
    - (b) Service and Installation LPG Contractors.
  - 2. Plumbing and Specialty Plumbing Contractors:
    - (a) Master Plumber.
    - (b) Specialty Plumbing Contractors:
    - (c) Lawn Sprinkler Plumber.
    - (d) Master Natural Gas Fitter.
    - (e) Solar Heat Installer.
    - (f) Journeyman Plumber.
    - (g) Journeyman Natural Gas Fitter: Specialty Journeyman Plumber.
  - 3. Electrical and Specialty Electrical Contractors:

**PROJECT 12207** 

- (a) Master Electrician.
- (b) Specialty Electricians:
- (c) Burglar Alarm Electrician.
- (d) Central Community TV and Radio Specialty Contractor.
- (e) Electrical Sign Master Electrician.
- (f) Fire Alarm Electrician.
- (g) Lightning Protection Systems Contractor.
- (h) Low Voltage Electrician.
- (i) Communications.
- (j) Journeyman Electrician.
- (k) Electrical Sign Journeyman.
- (I) Maintenance Electrician Journeyman.
- 4. Mechanical and Specialty Mechanical Contractors:
  - (a) Sheet Metal Contractor.
  - (b) Class "A" Air Conditioning Contractor.
  - (c) Mechanical Contractor.
  - (d) Transport Assembly Contractor.
  - (e) Insulation Contractor.
  - (f) Central Vacuum System Contractor.
  - (g) Pneumatic Control Contractor.
  - (h) Specialty Mechanical Technicians.
  - (i) Specialty Air Conditioning Technicians Class "C".
  - (j) Specialty Air Conditioning Technicians Class "D":
  - (k) Class "A" Refrigeration Technician.
  - (I) Class "B" Refrigeration Technician.
  - (m) Warm Air Heating Technician.
  - (n) Insulation Contractor.
  - (o) Mechanical Maintenance Technician.
  - (p) Mechanical Journeyman:
  - (q) Insulation Journeyman.
  - (r) Journeyman Mechanical Technician.
  - (s) Sheet Metal Journeyman.
- 5. Engineered Construction Contractors:
  - (a) General Engineered Construction Builder.
  - (b) Special Engineered Construction Categories.
  - (c) Specialty Engineered Utility and Drainage Builders:
  - (d) Primary Pipelines (Water, Sewer, Drainage) Class "A".
  - (e) Secondary Pipelines (Water, Sewer, Drainage incidental to parking lots) Class "B".
  - (f) Plant Construction (Water Treatment, sewage treatment, industrial complexes, pump and lift stations, incinerators) Class "C".
  - (g) Fuel Transmission and Distribution Lines Class "D".
  - (h) Underground and Aerial Utility Transmission and Distribution Lines Class E".
  - (i) Feeder Distribution Interface (FDI Telephone Boxes) Installer Class "F".
  - (j) Cable Television Class "G".
  - (k) Jack and Bore Installer Class "H".
  - (I) Limited to Irrigation Systems in the Public Right of Way.
  - (m) Specialty Engineered Structural Builders:
  - (n) Heavy Marine (Harbor facilities, Docks, Shipyards, Bulkheads, Retaining Walls, Seawalls, Dams, Locks) Class "A".

- (o) Bridges, Overpasses, Underpasses Class "B".
- (p) Tunnels Class "C".
- (q) Light Marine (Seawalls, Retaining Walls, Davits, Boat Lifts, Small Docks) -Class "D".
- (r) Pile Driving Class "E".
- (s) Specialty Engineered Paving Builders:
- (t) Major Roads (Asphalt and Concrete Paving for Interstate, Primary, Secondary and Arterial Roadways and Airports and Work Incidental Thereto) - Class "A".
- (u) Minor Roads (Asphalt and Concrete Paving for Subdivision Facilities and Work Incidental Thereto) Class "B".
- (v) Concrete Driveways, Curbs, Gutters, and Sidewalks Class "C".
- (w) Sealcoating Class "D".
- (x) Surfacing (Tennis Courts, bike paths, driveways, parking lots, with drainage incidental thereto being limited to soakage pits and drywells) Class "E".
- (y) Striping, Marking, and Signage of Major and Minor Roadways to include pavements Class "F".
- (z) Specialty Engineered Earthwork Builders:
- (aa) Excavating (canals, lakes, levees) Class "A".
- (bb) Clearing and Grading Class "B".
- (cc) Dredging (Canals, lakes and waterways) Class "C".
- 6. General and Specialty Building Contractors:
  - (a) General Building Class "A" Unlimited.
  - (b) General Building Class "B" Commercial.
  - (c) General Building Class "C" Residential.
  - (d) Limited Specialty Building Categories:
  - (e) Acoustical Ceilings Category Class "A".
  - (f) Awning Erection Category Class "AE".
  - (g) Cabinet Installation Category Class "C".
  - (h) Concrete Placing and Finishing Category Class "CP".
  - (i) Demolition Category (Nonexplosive) Class "A".
  - (i) Down Spouts and Gutters: Under Miscellaneous metals or roofing.
  - (k) Drywall and Lathing Category Class "DL".
  - (I) Elevator Installation and Maintenance Category Class "E".
  - (m) Fence Erection Category Class "F".
  - (n) Finish Carpentry Category Class "FC".
  - (o) Flooring Category Class "FL".
  - (p) Glazing Category Class "G".
  - (q) Gunite Category Class "GU".
  - (r) Insulation Category Class "I".
  - (s) Masonry Category Class "M".
  - (t) Miscellaneous Metals Erection Category Class "MM".
  - (u) Painting (Interior and Exterior) Category Class "P".
  - (v) Painting Unlimited Category Class "PU".
  - (w) Plastering and Stucco Category Class "PS".
  - (x) Roof Decks Category Class "RD".
  - (y) Roof Painting and Cleaning Category Class "RP".
  - (z) Roofing Category Class "R".
  - (aa) Rough Carpentry and Framework Category Class "RC".
  - (bb) Sandblasting Category Class "S".
  - (cc) Screen Enclosures Category Class "SC".

#### **PROJECT 12207**

- (dd) Sign Erection Category Class "SE".
- (ee) Steel Reinforcing and Iron Category Class "SR".
- (ff) Structural Steel Category Class "SS".
- (gg) Swimming Pool Construction Category Class "PC".
- (hh) Swimming Pool Maintenance Category Class "PM".
- (ii) Terrazzo Category Class "T".
- (ii) Tile and Marble Category Class "TM".
- (kk) Waterproofing Category Class "W".

## **END OF SECTION 01 43 00**

# 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 015900 - PROJECT SIGN**

#### PART 1 GENERAL

Contractor, at contractor's expense, shall furnish and install a **4' x 8'** sign (with white painted posts) prior to start of construction. A sample sign template is below but is not specific to the project. The exact style and design of the sign will be provided by the CITY to the Contractor during the preconstruction meeting in PDF format.



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

**END OF SECTION** 

# 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 "References" for applicable industry standards for products specified.
  - 2. Division 01 Section "Closeout Procedures" for submitting warranties for Contract closeout.
  - 3. Divisions 02 through 48 Sections for specific requirements for warranties on products and installations specified to be warranted.

#### 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.
  - 3. 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. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor. Contractor to use the specific product specified unless permission has been given to the contractor for substitution of comparable product, by the Architect.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, inservice performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

PRODUCT REQUIREMENTS

#### 1.4 SUBMITTALS

- A. Product List: Submit a list, in tabular from, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.
  - 1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
  - 2. Form: Tabulate information for each product under the following column headings:
    - a. Specification Section number and title.
    - b. Generic name used in the Contract Documents.
    - c. Proprietary name, model number, and similar designations.
    - d. Manufacturer's name and address.
    - e. Supplier's name and address.
    - f. Installer's name and address.
    - g. Projected delivery date or time span of delivery period.
    - h. Identification of items that require early submittal approval for scheduled delivery date.
  - 3. Completed List: Within 60 days after date of Notice to Proceed, submit 3 copies of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.
  - 4. Architect's Action: Architect will respond in writing to Contractor within 15 days of receipt of completed product list. Architect's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Architect's response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.
- B. 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. To be considered part of the original bid, all such requests must be submitted to the Architect (10) ten calendar days prior to the bid-opening day. Unless the City has specifically approved a proposed substitution in writing, it will not be considered, under any circumstances, a part of the bid proposal.
  - 2. Documentation: All approvals of substitution shall be accomplished before the completion of the bidding process. Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified material or product cannot be provided.
    - 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. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
    - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
    - e. Samples, where applicable or requested.
    - f. List of similar installations for completed projects with project names and

PRODUCT REQUIREMENTS

016000-2

p. 145

**PROJECT 12207** 

- addresses and names and addresses of architects and cities.
- g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
- h. Research/evaluation reports evidencing compliance with Florida Building Code from an organization acceptable to Building Official.
- i. 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 lack of availability or delays in delivery.
- j. Cost information, including a proposal of change, if any, in the Contract Sum.
- k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
- 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 7 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 7 days of receipt of additional information or documentation, whichever is later.
  - a. Form of Acceptance: Change Order or Change Directive.
  - b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.
- C. Comparable Product 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.
  - 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 15 days of receipt of request, or 7 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 cannot make a decision on use of a comparable product request within time allocated.
- D. 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, product selected shall be compatible with products previously selected, even if previously selected products were also options.

## 1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage,

016000-3 CAM 18-0889 Exhibit 2

Page 146 of 304

PRODUCT REQUIREMENTS

**PROJECT 12207** 

deterioration, and loss, including theft. 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 ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

## C. Storage:

- 1. Store products to allow for inspection and measurement of quantity or counting of units.
- 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. Store cementitious products and materials on elevated platforms.
- 5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
- 6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
- 7. Protect stored products from damage and liquids from freezing.

## 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: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to City.
  - 2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for City.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final 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 appropriate form properly executed.
  - 3. Refer to Divisions 02 through 48 Sections for specific content requirements and particular requirements for submitting special warranties.

**PROJECT 12207** 

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, that are undamaged and, unless otherwise indicated, that 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. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
  - 6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.

## B. Product Selection Procedures:

- 1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
- 2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
- 3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
- 4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
- 5. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
- 6. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
- 7. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.
- 8. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified 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 provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.

PRODUCT REQUIREMENTS

016000-5

#### **PROJECT 12207**

- 9. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
  - a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.
- 10. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.
  - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.
  - b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

## 2.2 PRODUCT SUBSTITUTIONS

- A. Timing: Architect will consider requests for substitution if received within 60 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect. Specific product as called out in the drawings or specifications shall be used and other products as mentioned may be considered for approval by Architect.
- B. 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:
  - Requested substitution offers City a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities City must assume. City's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by City, and similar considerations.
  - 2. Requested substitution does not require extensive revisions to the Contract Documents.
  - 3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
  - 4. Substitution request is fully documented and properly submitted.
  - 5. Requested substitution will not adversely affect Contractor's Construction Schedule.
  - 6. Requested substitution has received necessary approvals of authorities having jurisdiction.
  - 7. Requested substitution is compatible with other portions of the Work.
  - 8. Requested substitution has been coordinated with other portions of the Work.
  - 9. Requested substitution provides specified warranty.
  - 10. 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.

#### **PROJECT 12207**

#### 2.3 COMPARABLE PRODUCTS

- A. Conditions: Architect will consider Contractor's request for comparable product 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:
  - 1. Evidence that the proposed product does not require extensive 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 cities, if requested.
  - 5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

**END OF SECTION 016000** 

## 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. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Inspection procedures.
  - 2. Warranties.
  - 3. Final cleaning.
- 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. Divisions 02 through 48 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

## 1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
  - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
  - 2. Submit list of all subcontractors including names, addresses (with zip code) and telephone numbers and dollar amount of work performed.
  - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 4. Obtain and submit releases permitting City unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
  - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by City. Label with manufacturer's name and model number where applicable.

CLOSEOUT PROCEDURES 017700-1

**PROJECT 12207** 

- 7. Make final changeover of permanent locks and deliver keys to City. Advise City's personnel of changeover in security provisions.
- 8. Complete startup testing of systems.
- 9. Submit test/adjust/balance records.
- 10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
- 11. Complete final cleaning requirements, including touchup painting.
- 12. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. 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.

#### 1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
  - 1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
  - 2. Submit final releases of lien from all subcontractors and suppliers
  - 3. Submit pest-control final inspection report and warranty.
  - 4. Instruct City's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
  - 5. No later than 30 days after completion of the job, the contractor shall provide IA/SMD with all blueprints of the space and all associated areas (i.e. roof, garage) on AutoCAD and a hard copy of the floor plan.
  - 6. The security system shall be included in the blueprints after the initial floor design. The security system shall be on a separate layer. It shall not be included on the same layer of the electrical system. The security system shall be treated as sensitive information and shall not be given to any contractor who does not have a need to know. A hardcopy of as-built of the Security System along with the AutoCAD copy shall be provided to SMD no later than 30 days after the completion of the job. (This shall include any changes made during the construction phase). Security plan shall include furniture layout.
  - 7. The CBP/Security Management Division requires one business week after the space has been totally built out (including carpet, painting, electrical, plumbing, HVAC, communication cable, and video cable, except for the installation of the ceiling tile) to complete our security and communication inspections once these inspections are completed. After that, a final walk through shall take place by the SMD and GSA to prepare a punch list to present to the contractor/lessor. No security project shall be considered substantially complete without a final walk through.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled

**PROJECT 12207** 

requirements. Final payment will only be made after ALL unconditional release of liens from all subcontractors and suppliers are received by the City.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

## 1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies 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.
  - Organize list of spaces in sequential order, starting with exterior areas first.
  - 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.
    - b. Project name
    - c. Date.
    - d. Name of Contractor.
    - e. Page number.

#### 1.6 WARRANTIES

- A. Submittal Time: 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.
- 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 the Project Manual.
  - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) 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.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.
- E. Submit Certificate of Occupancy to the Architect.

### 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.

## **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.
    - i. 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. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
      - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.

#### **PROJECT 12207**

- I. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- m. Replace parts subject to unusual operating conditions.
- n. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- o. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
- p. Clean ducts, blowers, and coils if units were operated without filters during construction.
- q. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
- r. Leave Project clean and ready for occupancy.
- C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.
- D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on City's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

**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. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
  - 1. Operation and maintenance documentation directory.
  - 2. Emergency manuals.
  - 3. Operation manuals for systems, subsystems, and equipment.
  - 4. Maintenance manuals for the care and maintenance of systems and equipment.
- B. Related Sections include the following:
  - 1. Division 01 Section "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
  - 2. Division 01 Section "Closeout Procedures" for submitting operation and maintenance manuals.
  - 3. Division 01 Section "Project Record Documents" for preparing Record Drawings for operation and maintenance manuals.
  - 4. Divisions 02 through 16 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 SUBMITTALS

- A. Initial Submittal: Submit 2 draft copies of each manual at least 15 days before requesting inspection for Substantial Completion. Include a complete operation and maintenance directory. Architect will return one copy of draft and mark whether general scope and content of manual are acceptable.
- B. Final Submittal: Submit one copy of each manual in final form at least 15 days before final inspection. Architect will return copy with comments within 15 days after final inspection.
  - 1. Correct or modify each manual to comply with Architect's comments. Submit 3 copies of each corrected manual within 15 days of receipt of Architect's comments.

#### 1.5 COORDINATION

A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

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

## 2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Organization: Include a section in the directory for each of the following:
  - 1. List of documents.
  - 2. List of systems.
  - 3. List of equipment.
  - 4. Table of contents.
- B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
- C. 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.
- D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.
- 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."

## 2.2 MANUALS, GENERAL

- A. Organization: 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.
  - Table of contents.
  - Manual contents.
- B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
  - 1. Subject matter included in manual.
  - 2. Name and address of Project.
  - 3. Date of submittal.
  - 4. Name, address, and telephone number of Contractor.
  - 5. 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

**PROJECT 12207** 

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.
  - 1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) 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. Cross-reference 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. Indicate volume number for multiple-volume sets.
  - Dividers: Heavy-paper dividers with plastic-covered tabs for each section. 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 diskettes for computerized electronic equipment.
  - 4. Supplementary Text: Prepared on 8-1/2-by-11-inch (215-by-280-mm) 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.

#### 2.3 EMERGENCY MANUALS

- A. Content: Organize manual into a separate section for each of the following:
  - 1. Type of emergency.
  - 2. Emergency instructions.
  - 3. Emergency procedures.
- B. 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:

**PROJECT 12207** 

- 1. Fire.
- Flood.
- Gas leak.
- 4. Water leak.
- 5. Power failure.
- 6. Water outage.
- 7. System, subsystem, or equipment failure.
- 8. Chemical release or spill.
- C. 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.
- D. Emergency Procedures: Include the following, as applicable:
  - 1. Instructions on stopping.
  - 2. Shutdown instructions for each type of emergency.
  - 3. Operating instructions for conditions outside normal operating limits.
  - 4. Required sequences for electric or electronic systems.
  - 5. Special operating instructions and procedures.

## 2.4 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
  - 1. System, subsystem, and equipment descriptions.
  - 2. Performance and design criteria if Contractor is delegated design responsibility.
  - 3. Operating standards.
  - 4. Operating procedures.
  - 5. Operating logs.
  - 6. Wiring diagrams.
  - 7. Control diagrams.
  - 8. Piped system diagrams.
  - 9. Precautions against improper use.
  - 10. License requirements including inspection and renewal dates.
- B. Descriptions: Include the following:
  - 1. Product name and model number.
  - 2. Manufacturer's name.
  - 3. Equipment identification with serial number of each component.
  - 4. Equipment function.
  - 5. Operating characteristics.
  - 6. Limiting conditions.
  - 7. Performance curves.
  - 8. Engineering data and tests.
  - 9. Complete nomenclature and number of replacement parts.
- C. Operating Procedures: Include the following, as applicable:
  - 1. Startup procedures.
  - 2. Equipment or system break-in procedures.

**PROJECT 12207** 

- 3. Routine and normal operating instructions.
- 4. Regulation and control procedures.
- 5. 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.
- D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

## 2.5 PRODUCT MAINTENANCE MANUAL

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. 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.

## 2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

A. Content: For each system, subsystem, and piece of equipment not part of a system, include

**PROJECT 12207** 

source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

- B. 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.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
  - 1. Standard printed maintenance instructions and bulletins.
  - 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.
- D. 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 videotape, if available.
- E. 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.
- F. 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.
- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- H. 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 3 - EXECUTION**

## 3.1 MANUAL PREPARATION

- 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. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- C. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
  - 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.
- D. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, 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.
  - 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.
- E. 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 operation and maintenance manuals.
  - 2. Comply with requirements of newly prepared Record Drawings in Division 01 Section "Project Record Documents."
- F. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

## **END OF SECTION 017823**

## 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.
- B. Related Sections include the following:
  - 1. Division 01 Section "Closeout Procedures" for general closeout procedures.
  - 2. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
  - 3. Divisions 02 through 48 Sections for specific requirements for Project Record Documents of the Work in those Sections.

#### 1.3 SUBMITTALS

- A. Record Drawings: Comply with the following:
  - No later than 30 days after completion of the job, the Contractor shall provide City/IA/SMD with record prints of the Contract Drawings as well as Auto CAD files. A hard-copy of the security system as-built, as well as the Auto CAD files, shall also be provided to the City/IA/SMD no later than 30-days after completion of the job.
- B. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one copy of each Product Data submittal.
  - 1. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in manual instead of submittal as Record Product Data.

## **PART 2 - PRODUCTS**

## 2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of black-line white prints of the Contract Drawings and Shop Drawings.

#### **PROJECT 12207**

- 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 prepare the 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 understandable drawing technique.
  - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
    - 1) Document with photographs.
- 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 Work 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.
- 3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
- 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.
- 7. Immediately before inspection for Certificate of Substantial Completion, review markedup Record Prints with Architect. Make corrections where required.
- B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
  - 1. Record Prints: Organize Record Prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
  - 2. Identification: As follows:
    - a. Project number.
    - b. Project name.
    - c. Date
    - d. Designation "PROJECT RECORD DRAWINGS."
    - 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.

#### 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.

## 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.

#### **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.

**PROJECT 12207** 

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.

Page 167 of 304

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

#### 1.4 CLOSEOUT SUBMITTALS

- A. Demonstration and Training Video Recordings: Submit two copies within 5 days of end of each training module.
  - 1. Identification: On each copy, provide an applied label with the following information:
    - a. Name of Project.
    - b. Name and address of videographer.
    - c. Name of Architect.
    - d. Name of Construction Manager.
    - e. Name of Contractor.
    - Date of video recording.
  - 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.
  - 3. Transcript: Prepared in PDF electronic format. Include a cover sheet with same 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.
  - 4. At completion of training, submit complete training manual(s) for City's use prepared and bound in format matching operation and maintenance manuals and in PDF electronic file format on compact disc.

#### 1.5 QUALITY ASSURANCE

- A. Facilitator Qualifications: A firm or individual experienced in training or educating 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:

Page 168 of 304

- 1. Inspect and discuss locations and other facilities required for instruction.
- 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.
- 4. For instruction that must occur outside, review weather and forecasted weather 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.
- B. Coordinate instructors, including providing notification of dates, times, length of 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

- A. Program Structure: Develop an instruction program that includes individual training 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:
  - 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
    - a. System, subsystem, and equipment descriptions.
    - b. Performance and design criteria if Contractor is delegated design responsibility.
    - c. Operating standards.
    - d. Regulatory requirements.
    - e. Equipment function.
    - f. Operating characteristics.
    - g. Limiting conditions.
    - h. Performance curves.
  - 2. Documentation: Review the following items in detail:

Page 169 of 304

- 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.

Page 170 of 304

- 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. Architect will furnish an instructor to describe basis of system design, operational requirements, criteria, and regulatory requirements.
  - 2. City will furnish an instructor to describe City's operational philosophy.
  - 3. 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, through Architect and, through Construction Manager, 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 an oral and a written 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 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.

Page 172 of 304

#### **PROJECT 12207**

- 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 audio narration by microphone while 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**

#### **SECTION 23 05 10**

## **BASIC MECHANICAL MATERIALS AND METHODS**

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

#### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Piping materials and installation instructions common to most piping systems.
  - 2. Transition fittings.
  - 3. Dielectric fittings.
  - 4. Mechanical sleeve seals.
  - 5. Sleeves.
  - 6. Escutcheons.
  - 7. Grout.
  - 8. Mechanical demolition.
  - 9. Equipment installation requirements common to equipment sections.
  - 10. Painting and finishing.
  - 11. Concrete bases.
  - 12. Supports and anchorages.

#### 1.3 **DEFINITIONS**

- A. Finished Spaces: Spaces other than mechanical and electrical equipment rooms, furred spaces, pipe and duct shafts, unheated spaces immediately below roof, spaces above ceilings, unexcavated spaces, crawlspaces, and tunnels.
- B. Exposed, Interior Installations: Exposed to view indoors. Examples include finished occupied spaces and mechanical equipment rooms.
- C. Exposed, Exterior Installations: Exposed to view outdoors or subject to outdoor ambient temperatures and weather conditions. Examples include rooftop locations.
- D. Concealed, Interior Installations: Concealed from view and protected from physical contact by building occupants. Examples include above ceilings and in duct shafts.
- E. Concealed, Exterior Installations: Concealed from view and protected from weather conditions and physical contact by building occupants but subject to outdoor ambient temperatures. Examples include installations within unheated shelters.
- F. The following are industry abbreviations for plastic materials:

Page 174 of 304

Exhibit 2

**PROJECT 12207** 

- 1. ABS: Acrylonitrile-butadiene-styrene plastic.
- 2. CPVC: Chlorinated polyvinyl chloride plastic.
- 3. PE: Polyethylene plastic.
- 4. PVC: Polyvinyl chloride plastic.
- G. The following are industry abbreviations for rubber materials:
  - 1. EPDM: Ethylene-propylene-diene terpolymer rubber.
  - 2. NBR: Acrylonitrile-butadiene rubber.

#### 1.4 SUBMITTALS

- A. Product Data: For the following:
  - 1. Transition fittings.
  - 2. Dielectric fittings.
  - 3. Mechanical sleeve seals.
  - Escutcheons.
- B. Welding certificates.

#### 1.5 QUALITY ASSURANCE

- A. Steel Support Welding: Qualify processes and operators according to AWS D1.1, "Structural Welding Code--Steel."
- B. Steel Pipe Welding: Qualify processes and operators according to ASME Boiler and Pressure Vessel Code: Section IX, "Welding and Brazing Qualifications."
  - 1. Comply with provisions in ASME B31 Series, "Code for Pressure Piping."
  - 2. Certify that each welder has passed AWS qualification tests for welding processes involved and that certification is current.
- C. Electrical Characteristics for Mechanical Equipment: Equipment of higher electrical characteristics may be furnished provided such proposed equipment is approved in writing and connecting electrical services, circuit breakers, and conduit sizes are appropriately modified. If minimum energy ratings or efficiencies are specified, equipment shall comply with requirements.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver pipes and tubes with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe end damage and to prevent entrance of dirt, debris, and moisture.
- B. Store plastic pipes protected from direct sunlight. Support to prevent sagging and bending.

## 1.7 COORDINATION

- A. Arrange for pipe spaces, chases, slots, and openings in building structure during progress of construction, to allow for mechanical installations.
- B. Coordinate installation of required supporting devices and set sleeves in poured-inplace concrete and other structural components as they are constructed.
- C. Coordinate requirements for access panels and doors for mechanical items requiring access that are concealed behind finished surfaces. Access panels and doors are specified in Division 8 Section "Access Doors and Frames."

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

## 2.1 MANUFACTURERS

- A. In other Part 2 articles where subparagraph titles below introduce lists, the following requirements apply for product selection:
  - Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the manufacturers specified.
  - 2. Manufacturers: Subject to compliance with requirements, provide products by the manufacturers specified.

## 2.2 PIPE, TUBE, AND FITTINGS

- A. Refer to individual Division 23 piping Sections for pipe, tube, and fitting materials and joining methods.
- B. Pipe Threads: ASME B1.20.1 for factory-threaded pipe and pipe fittings.

## 2.3 JOINING MATERIALS

- A. Refer to individual Division 23 piping Sections for special joining materials not listed below.
- B. Pipe-Flange Gasket Materials: Suitable for chemical and thermal conditions of piping system contents.
  - 1. ASME B16.21, nonmetallic, flat, asbestos-free, 1/8-inch (3.2-mm) maximum thickness unless thickness or specific material is indicated.
    - a. Full-Face Type: For flat-face, Class 125, cast-iron and cast-bronze flanges.
    - b. Narrow-Face Type: For raised-face, Class 250, cast-iron and steel flanges.
  - 2. AWWA C110, rubber, flat face, 1/8 inch (3.2 mm) thick, unless otherwise indicated; and full-face or ring type, unless otherwise indicated.
- C. Flange Bolts and Nuts: ASME B18.2.1, carbon steel, unless otherwise indicated.

- D. Plastic, Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer, unless otherwise indicated.
- E. Solder Filler Metals: ASTM B 32, lead-free alloys. Include water-flushable flux according to ASTM B 813.
- F. Brazing Filler Metals: AWS A5.8, BCuP Series, copper-phosphorus alloys for general-duty brazing, unless otherwise indicated; and AWS A5.8, BAg1, silver alloy for refrigerant piping, unless otherwise indicated.
- G. Welding Filler Metals: Comply with AWS D10.12 for welding materials appropriate for wall thickness and chemical analysis of steel pipe being welded.
- H. Solvent Cements for Joining Plastic Piping:
  - ABS Piping: ASTM D 2235.
  - 2. CPVC Piping: ASTM F 493.
  - 3. PVC Piping: ASTM D 2564. Include primer according to ASTM F 656.
  - PVC to ABS Piping Transition: ASTM D 3138.
- I. Fiberglass Pipe Adhesive: As furnished or recommended by pipe manufacturer.

## 2.4 TRANSITION FITTINGS

- A. AWWA Transition Couplings: Same size as, and with pressure rating at least equal to and with ends compatible with, piping to be joined.
  - 1. Manufacturers:
    - a. Cascade Waterworks Mfg. Co.
    - b. Dresser Industries, Inc.; DMD Div.
    - c. Ford Meter Box Company, Incorporated (The); Pipe Products Div.
    - d. JCM Industries.
    - e. Smith-Blair, Inc.
    - f. Viking Johnson.
  - 2. Underground Piping NPS 1-1/2 (DN 40) and Smaller: Manufactured fitting or coupling.
  - 3. Underground Piping NPS 2 (DN 50) and Larger: AWWA C219, metal sleeve-type coupling.
  - 4. Aboveground Pressure Piping: Pipe fitting.
- B. Plastic-to-Metal Transition Fittings: CPVC and PVC one-piece fitting with manufacturer's Schedule 80 equivalent dimensions; one end with threaded brass insert, and one solvent-cement-joint end.
  - 1. Manufacturers:
    - a. Eslon Thermoplastics.
- C. Plastic-to-Metal Transition Adaptors: One-piece fitting with manufacturer's SDR 11 equivalent dimensions; one end with threaded brass insert, and one solvent-cement-joint end.
  - Manufacturers:
    - a. Thompson Plastics, Inc.

- D. Plastic-to-Metal Transition Unions: MSS SP-107, CPVC and PVC four-part union. Include brass end, solvent-cement-joint end, rubber O-ring, and union nut.
  - 1. Manufacturers:
    - a. NIBCO INC.
    - NIBCO, Inc.; Chemtrol Div. b.
- E. Flexible Transition Couplings for Underground Nonpressure Drainage Piping: ASTM C 1173 with elastomeric sleeve, ends same size as piping to be joined, and corrosion-resistant metal band on each end.
  - 1. Manufacturers:
    - Cascade Waterworks Mfg. Co. a.
    - b. Fernco, Inc.
    - C. Mission Rubber Company.
    - d. Plastic Oddities, Inc.

#### **DIELECTRIC FITTINGS** 2.5

- Α. Description: Combination fitting of copper alloy and ferrous materials with threaded, solder-joint, plain, or weld-neck end connections that match piping system materials.
- B. Insulating Material: Suitable for system fluid, pressure, and temperature.
- C. Dielectric Unions: Factory-fabricated, union assembly, for 250-psig (1725-kPa) minimum working pressure at 180 deg F (82 deg C).
  - Manufacturers:
    - Capitol Manufacturing Co.
    - b. Central Plastics Company.
    - Eclipse, Inc. C.
    - d. Epco Sales, Inc.
    - Hart Industries, International, Inc. e.
    - Watts Industries, Inc.; Water Products Div. f.
    - Zurn Industries, Inc.; Wilkins Div. q.
- Dielectric Flanges: Factory-fabricated, companion-flange assembly, for 150- or 300-D. psig (1035- or 2070-kPa) minimum working pressure as required to suit system pressures.
  - Manufacturers: 1.
    - a. Capitol Manufacturing Co.
    - Central Plastics Company. b.
    - Epco Sales, Inc. C.
    - d. Watts Industries, Inc.; Water Products Div.
- E. Dielectric-Flange Kits: Companion-flange assembly for field assembly. flanges, full-face- or ring-type neoprene or phenolic gasket, phenolic or polyethylene bolt sleeves, phenolic washers, and steel backing washers.
  - 1. Manufacturers:
    - Advance Products & Systems, Inc. a.
    - Calpico, Inc. b.
    - Central Plastics Company. C.
    - Pipeline Seal and Insulator, Inc. d.

Page 178 of 304

- 2. Separate companion flanges and steel bolts and nuts shall have 150- or 300-psig (1035- or 2070-kPa) minimum working pressure where required to suit system pressures.
- F. Dielectric Couplings: Galvanized-steel coupling with inert and noncorrosive, thermoplastic lining; threaded ends; and 300-psig (2070-kPa) minimum working pressure at 225 deg F (107 deg C).
  - 1. Manufacturers:
    - a. Calpico, Inc.
    - b. Lochinvar Corp.
- G. Dielectric Nipples: Electroplated steel nipple with inert and noncorrosive, thermoplastic lining; plain, threaded, or grooved ends; and 300-psig (2070-kPa) minimum working pressure at 225 deg F (107 deg C).
  - Manufacturers:
    - a. Perfection Corp.
    - b. Precision Plumbing Products, Inc.
    - c. Sioux Chief Manufacturing Co., Inc.
    - d. Victaulic Co. of America.

## 2.6 MECHANICAL SLEEVE SEALS

- A. Description: Modular sealing element unit, designed for field assembly, to fill annular space between pipe and sleeve.
  - 1. Manufacturers:
    - a. Advance Products & Systems, Inc.
    - b. Calpico, Inc.
    - c. Metraflex Co.
    - d. Pipeline Seal and Insulator, Inc.
  - 2. Sealing Elements: EPDM interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe.
  - 3. Pressure Plates: Plastic. Include two for each sealing element.
  - 4. Connecting Bolts and Nuts: Carbon steel with corrosion-resistant coating of length required to secure pressure plates to sealing elements. Include one for each sealing element.

#### 2.7 SLEEVES

- A. Galvanized-Steel Sheet: 0.0239-inch (0.6-mm) minimum thickness; round tube closed with welded longitudinal joint.
- B. Steel Pipe: ASTM A 53, Type E, Grade B, Schedule 40, galvanized, plain ends.
- C. Cast Iron: Cast or fabricated "wall pipe" equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.
- D. Stack Sleeve Fittings: Manufactured, cast-iron sleeve with integral clamping flange. Include clamping ring and bolts and nuts for membrane flashing.
  - 1. Underdeck Clamp: Clamping ring with set screws.

- E. Molded PVC: Permanent, with nailing flange for attaching to wooden forms.
- F. PVC Pipe: ASTM D 1785, Schedule 40.
- G. Molded PE: Reusable, PE, tapered-cup shaped, and smooth-outer surface with nailing flange for attaching to wooden forms.

#### 2.8 ESCUTCHEONS

- A. Description: Manufactured wall and ceiling escutcheons and floor plates, with an ID to closely fit around pipe, tube, and insulation of insulated piping and an OD that completely covers opening.
- B. One-Piece, Deep-Pattern Type: Deep-drawn, box-shaped brass with polished chrome-plated finish.
- C. One-Piece, Cast-Brass Type: With set screw.
  - Finish: Rough brass.
- D. Split-Casting, Cast-Brass Type: With concealed hinge and set screw.
  - 1. Finish: Polished chrome-plated and rough brass.
- E. Split-Casting, Floor-Plate Type: Cast brass with concealed hinge and set screw.

#### 2.9 GROUT

- A. Description: ASTM C 1107, Grade B, nonshrink and nonmetallic, dry hydraulic-cement grout.
  - 1. Characteristics: Post-hardening, volume-adjusting, nonstaining, noncorrosive, nongaseous, and recommended for interior and exterior applications.
  - 2. Design Mix: 5000-psi (34.5-MPa), 28-day compressive strength.
  - 3. Packaging: Premixed and factory packaged.

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

## 3.1 MECHANICAL DEMOLITION

- A. Refer to Division 1 Sections "Cutting and Patching" and "Selective Demolition" for general demolition requirements and procedures.
- B. Disconnect, demolish, and remove mechanical systems, equipment, and components indicated to be removed.
  - 1. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
  - 2. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material.
  - 3. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.

- 4. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material.
- 5. Equipment to Be Removed: Disconnect and cap services and remove equipment.
- 6. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
- 7. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
- C. If pipe, insulation, or equipment to remain is damaged in appearance or is unserviceable, remove damaged or unserviceable portions and replace with new products of equal capacity and quality.

## 3.2 PIPING SYSTEMS - COMMON REQUIREMENTS

- A. Install piping according to the following requirements and Division 23 Sections specifying piping systems.
- B. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on Coordination Drawings.
- C. Install piping in concealed locations, unless otherwise indicated and except in equipment rooms and service areas.
- D. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- E. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.
- F. Install piping to permit valve servicing.
- G. Install piping at indicated slopes.
- H. Install piping free of sags and bends.
- I. Install fittings for changes in direction and branch connections.
- J. Install piping to allow application of insulation.
- K. Select system components with pressure rating equal to or greater than system operating pressure.
- L. Install escutcheons for penetrations of walls, ceilings, and floors according to the following:
  - 1. New Piping:

- a. Piping with Fitting or Sleeve Protruding from Wall: One-piece, deep-pattern type.
- b. Chrome-Plated Piping: One-piece, cast-brass type with polished chrome-plated finish.
- c. Insulated Piping: One-piece, stamped-steel type with spring clips.
- d. Bare Piping at Wall and Floor Penetrations in Finished Spaces: One-piece, cast-brass type with polished chrome-plated finish.
- e. Bare Piping at Ceiling Penetrations in Finished Spaces: One-piece, cast-brass type with polished chrome-plated finish.
- f. Bare Piping in Unfinished Service Spaces: One-piece, cast-brass type with rough-brass finish.
- g. Bare Piping in Equipment Rooms: One-piece, cast-brass type.
- h. Bare Piping at Floor Penetrations in Equipment Rooms: One-piece, floor-plate type.
- 2. Existing Piping: Use the following:
  - a. Chrome-Plated Piping: Split-casting, cast-brass type with chrome-plated finish.
  - b. Insulated Piping: Split-plate, stamped-steel type with concealed or exposed-rivet hinge and spring clips.
  - c. Bare Piping at Wall and Floor Penetrations in Finished Spaces: Split-plate, stamped-steel type with concealed hinge and spring clips.
  - d. Bare Piping at Ceiling Penetrations in Finished Spaces: Split-casting, cast-brass type with chrome-plated finish.
  - e. Bare Piping in Unfinished Service Spaces: Split-casting, cast-brass type with rough-brass finish.
  - f. Bare Piping in Equipment Rooms: Split-casting, cast-brass type.
- M. Install sleeves for pipes passing through concrete and masonry walls, gypsum-board partitions, and concrete floor and roof slabs.
  - 1. Cut sleeves to length for mounting flush with both surfaces.
    - a. Exception: Extend sleeves installed in floors of mechanical equipment areas or other wet areas 2 inches (50 mm) above finished floor level. Extend cast-iron sleeve fittings below floor slab as required to secure clamping ring if ring is specified.
  - 2. Install sleeves in new walls and slabs as new walls and slabs are constructed.
  - 3. Install sleeves that are large enough to provide 1/4-inch (6.4-mm) annular clear space between sleeve and pipe or pipe insulation. Use the following sleeve materials:
    - a. Steel Pipe Sleeves: For pipes smaller than NPS 6 (DN 150).
    - b. Steel Sheet Sleeves: For pipes NPS 6 (DN 150) and larger, penetrating gypsum-board partitions.
    - c. Stack Sleeve Fittings: For pipes penetrating floors with membrane waterproofing. Secure flashing between clamping flanges. Install section of cast-iron soil pipe to extend sleeve to 2 inches (50 mm) above finished floor level. Refer to Division 7 Section "Sheet Metal Flashing and Trim" for flashing.
      - 1) Seal space outside of sleeve fittings with grout.
  - 4. Except for underground wall penetrations, seal annular space between sleeve and pipe or pipe insulation, using joint sealants appropriate for size, depth, and location of joint. Refer to Division 7 Section "Joint Sealants" for materials and installation.

Page 182 of 304

- N. Aboveground, Exterior-Wall Pipe Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.
  - 1. Install steel pipe for sleeves smaller than 6 inches (150 mm) in diameter.
  - 2. Install cast-iron "wall pipes" for sleeves 6 inches (150 mm) and larger in diameter.
  - Mechanical Sleeve Seal Installation: Select type and number of sealing elements required for pipe material and size. Position pipe in center of sleeve. Assemble mechanical sleeve seals and install in annular space between pipe and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.
- O. Underground, Exterior-Wall Pipe Penetrations: Install cast-iron "wall pipes" for sleeves. Seal pipe penetrations using mechanical sleeve seals. Select sleeve size to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.
  - Mechanical Sleeve Seal Installation: Select type and number of sealing elements required for pipe material and size. Position pipe in center of sleeve. Assemble mechanical sleeve seals and install in annular space between pipe and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.
- P. Fire-Barrier Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at pipe penetrations. Refer to Division 7 Section "Firestopping" for materials and installation.
- Q. Verify final equipment locations for roughing-in.
- R. Refer to equipment specifications in other Sections of these Specifications for roughing-in requirements.

# 3.3 PIPING JOINT CONSTRUCTION

- A. Join pipe and fittings according to the following requirements and Division 23 Sections specifying piping systems.
- B. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
- C. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
- D. Soldered Joints: Apply ASTM B 813, water-flushable flux, unless otherwise indicated, to tube end. Construct joints according to ASTM B 828 or CDA's "Copper Tube Handbook," using lead-free solder alloy complying with ASTM B 32.
- E. Brazed Joints: Construct joints according to AWS's "Brazing Handbook," "Pipe and Tube" Chapter, using copper-phosphorus brazing filler metal complying with AWS A5.8.

- F. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:
  - 1. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.
  - 2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.
- G. Welded Joints: Construct joints according to AWS D10.12, using qualified processes and welding operators according to Part 1 "Quality Assurance" Article.
- H. Flanged Joints: Select appropriate gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Use suitable lubricants on bolt threads.
- I. Plastic Piping Solvent-Cement Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:
  - 1. Comply with ASTM F 402 for safe-handling practice of cleaners, primers, and solvent cements.
  - 2. ABS Piping: Join according to ASTM D 2235 and ASTM D 2661 Appendixes.
  - 3. CPVC Piping: Join according to ASTM D 2846/D 2846M Appendix.
  - PVC Pressure Piping: Join schedule number ASTM D 1785, PVC pipe and PVC socket fittings according to ASTM D 2672. Join other-than-schedule-number PVC pipe and socket fittings according to ASTM D 2855.
  - 5. PVC Nonpressure Piping: Join according to ASTM D 2855.
  - 6. PVC to ABS Nonpressure Transition Fittings: Join according to ASTM D 3138 Appendix.
- J. Plastic Pressure Piping Gasketed Joints: Join according to ASTM D 3139.
- K. Plastic Nonpressure Piping Gasketed Joints: Join according to ASTM D 3212.
- L. PE Piping Heat-Fusion Joints: Clean and dry joining surfaces by wiping with clean cloth or paper towels. Join according to ASTM D 2657.
  - 1. Plain-End Pipe and Fittings: Use butt fusion.
  - 2. Plain-End Pipe and Socket Fittings: Use socket fusion.
- M. Fiberglass Bonded Joints: Prepare pipe ends and fittings, apply adhesive, and join according to pipe manufacturer's written instructions.

### 3.4 PIPING CONNECTIONS

- A. Make connections according to the following, unless otherwise indicated:
  - 1. Install unions, in piping NPS 2 (DN 50) and smaller, adjacent to each valve and at final connection to each piece of equipment.
  - 2. Install flanges, in piping NPS 2-1/2 (DN 65) and larger, adjacent to flanged valves and at final connection to each piece of equipment.
  - 3. Dry Piping Systems: Install dielectric unions and flanges to connect piping materials of dissimilar metals.

Page 184 of 304

4. Wet Piping Systems: Install dielectric coupling and nipple fittings to connect piping materials of dissimilar metals.

### 3.5 EQUIPMENT INSTALLATION - COMMON REQUIREMENTS

- A. Install equipment to allow maximum possible headroom unless specific mounting heights are not indicated.
- B. Install equipment level and plumb, parallel and perpendicular to other building systems and components in exposed interior spaces, unless otherwise indicated.
- C. Install mechanical equipment to facilitate service, maintenance, and repair or replacement of components. Connect equipment for ease of disconnecting, with minimum interference to other installations. Extend grease fittings to accessible locations.
- D. Install equipment to allow right of way for piping installed at required slope.

# 3.6 PAINTING

- A. Painting of mechanical systems, equipment, and components is specified in Division 9.
- B. Damage and Touchup: Repair marred and damaged factory-painted finishes with materials and procedures to match original factory finish.

## 3.7 CONCRETE BASES

- A. Concrete Bases: Anchor equipment to concrete base according to equipment manufacturer's written instructions and according to seismic codes at Project.
  - 1. Construct concrete bases of dimensions indicated, but not less than 4 inches (100 mm) larger in both directions than supported unit.
  - 2. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 18-inch (450-mm) centers around the full perimeter of the base.
  - 3. Install epoxy-coated anchor bolts for supported equipment that extend through concrete base, and anchor into structural concrete floor.
  - 4. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
  - 5. Install anchor bolts to elevations required for proper attachment to supported equipment.
  - 6. Install anchor bolts according to anchor-bolt manufacturer's written instructions.
  - 7. Use 3000-psi (20.7-MPa), 28-day compressive-strength concrete and reinforcement as specified in Division 3 Section "Cast-in-Place Concrete."

## 3.8 ERECTION OF METAL SUPPORTS AND ANCHORAGES

A. Refer to Division 5 Section "Metal Fabrications" for structural steel.

- B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor mechanical materials and equipment.
- C. Field Welding: Comply with AWS D1.1.

## 3.9 ERECTION OF WOOD SUPPORTS AND ANCHORAGES

- A. Cut, fit, and place wood grounds, nailers, blocking, and anchorages to support, and anchor mechanical materials and equipment.
- B. Select fastener sizes that will not penetrate members if opposite side will be exposed to view or will receive finish materials. Tighten connections between members. Install fasteners without splitting wood members.
- C. Attach to substrates as required to support applied loads.

### 3.10 GROUTING

- A. Mix and install grout for mechanical equipment base bearing surfaces, pump and other equipment base plates, and anchors.
- B. Clean surfaces that will come into contact with grout.
- C. Provide forms as required for placement of grout.
- D. Avoid air entrapment during placement of grout.
- E. Place grout, completely filling equipment bases.
- F. Place grout on concrete bases and provide smooth bearing surface for equipment.
- G. Place grout around anchors.
- H. Cure placed grout.

### **END OF SECTION 23 05 10**

#### **SECTION 23 05 48**

# VIBRATION AND SEISMIC CONTROLS FOR HVAC PIPING AND EQUIPMENT

#### **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 the following:
  - 1. Isolation pads.
  - 2. Isolation mounts.
  - 3. Freestanding and restrained spring isolators.
  - 4. Spring hangers.
  - 5. Inertia, vibration isolation equipment bases.

# 1.3 **DEFINITIONS**

- A. IBC: International Building Code.
- B. ICC-ES: ICC-Evaluation Service.
- C. OSHPD: Office of Statewide Health Planning and Development for the State of California.

# 1.4 PERFORMANCE REQUIREMENTS

- A. Wind-Restraint Loading:
  - 1. Basic Wind Speed: 120 MPH.
  - 2. Building Classification Category: III.
  - 3. Minimum 10 lb/sq. ft. (48.8 kg/sq. m) multiplied by the maximum area of the HVAC component projected on a vertical plane that is normal to the wind direction, and 45 degrees either side of normal.

### 1.5 SUBMITTALS

A. Product Data: For the following:

- 1. Include rated load, rated deflection, and overload capacity for each vibration isolation device.
- 2. Interlocking Snubbers: Include ratings for horizontal, vertical, and combined loads.
- B. Delegated-Design Submittal: For vibration isolation and seismic-restraint details indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
  - 1. Design Calculations: Calculate static and dynamic loading due to equipment weight and operation, wind forces required to select vibration isolators, wind restraints, and for designing vibration isolation bases.
    - a. Coordinate design calculations with wind load calculations required for equipment mounted outdoors. Comply with requirements in other Division 22 Sections for equipment mounted outdoors.
  - 2. Vibration Isolation Base Details: Detail overall dimensions, including anchorages and attachments to structure and to supported equipment. Include auxiliary motor slides and rails, base weights, equipment static loads, power transmission, component misalignment, and cantilever loads.
- C. Qualification Data: For professional engineer.

## 1.6 QUALITY ASSURANCE

A. Welding: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."

### **PART 2 - PRODUCTS**

# 2.1 VIBRATION ISOLATORS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Kinetics Noise Control.
  - 2. Mason Industries.
- B. Pads: Arranged in single or multiple layers of sufficient stiffness for uniform loading over pad area, molded with a nonslip pattern and galvanized-steel baseplates, and factory cut to sizes that match requirements of supported equipment.
  - 1. Resilient Material: Oil- and water-resistant neoprene.
- C. Mounts: Double-deflection type, with molded, oil-resistant rubber, hermetically sealed compressed fiberglass, or neoprene isolator elements with factory-drilled,

encapsulated top plate for bolting to equipment and with baseplate for bolting to structure. Color-code or otherwise identify to indicate capacity range.

- 1. Materials: Cast-ductile-iron or welded steel housing containing two separate and opposing, oil-resistant rubber or neoprene elements that prevent central threaded element and attachment hardware from contacting the housing during normal operation.
- 2. Neoprene: Shock-absorbing materials compounded according to the standard for bridge-bearing neoprene as defined by AASHTO.
- D. Spring Isolators: Freestanding, laterally stable, open-spring isolators.
  - 1. Outside Spring Diameter: Not less than 80 percent of the compressed height of the spring at rated load.
  - 2. Minimum Additional Travel: 50 percent of the required deflection at rated load.
  - 3. Lateral Stiffness: More than 80 percent of rated vertical stiffness.
  - 4. Overload Capacity: Support 200 percent of rated load, fully compressed, without deformation or failure.
  - 5. Baseplates: Factory drilled for bolting to structure and bonded to 1/4-inch- (6-mm-) thick, rubber isolator pad attached to baseplate underside. Baseplates shall limit floor load to 500 psig (3447 kPa).
  - 6. Top Plate and Adjustment Bolt: Threaded top plate with adjustment bolt and cap screw to fasten and level equipment.
- E. Restrained Spring Isolators: Freestanding, steel, open-spring isolators with seismic or limit-stop restraint.
  - 1. Housing: Steel with resilient vertical-limit stops to prevent spring extension due to weight being removed; factory-drilled baseplate bonded to 1/4-inch- (6-mm-) thick, neoprene or rubber isolator pad attached to baseplate underside; and adjustable equipment mounting and leveling bolt that acts as blocking during installation.
  - 2. Restraint: Seismic or limit stop as required for equipment and authorities having jurisdiction.
  - 3. Outside Spring Diameter: Not less than 80 percent of the compressed height of the spring at rated load.
  - 4. Minimum Additional Travel: 50 percent of the required deflection at rated load.
  - 5. Lateral Stiffness: More than 80 percent of rated vertical stiffness.
  - 6. Overload Capacity: Support 200 percent of rated load, fully compressed, without deformation or failure.
- F. Spring Hangers: Combination coil-spring and elastomeric-insert hanger with spring and insert in compression.
  - 1. Frame: Steel, fabricated for connection to threaded hanger rods and to allow for a maximum of 30 degrees of angular hanger-rod misalignment without binding or reducing isolation efficiency.
  - 2. Outside Spring Diameter: Not less than 80 percent of the compressed height of the spring at rated load.
  - 3. Minimum Additional Travel: 50 percent of the required deflection at rated load.
  - 4. Lateral Stiffness: More than 80 percent of rated vertical stiffness.

- 5. Overload Capacity: Support 200 percent of rated load, fully compressed, without deformation or failure.
- 6. Elastomeric Element: Molded, oil-resistant rubber or neoprene. Steel-washer-reinforced cup to support spring and bushing projecting through bottom of frame.
- 7. Self-centering hanger rod cap to ensure concentricity between hanger rod and support spring coil.

### 2.2 VIBRATION ISOLATION EQUIPMENT BASES

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Kinetics Noise Control.
  - 2. Mason Industries.
- B. Inertia Base: Factory-fabricated, welded, structural-steel bases and rails ready for placement of cast-in-place concrete.
  - Design Requirements: Lowest possible mounting height with not less than 1-inch (25-mm) clearance above the floor. Include equipment anchor bolts and auxiliary motor slide bases or rails.
    - a. Include supports for suction and discharge elbows for pumps.
  - 2. Structural Steel: Steel shapes, plates, and bars complying with ASTM A 36/A 36M. Bases shall have shape to accommodate supported equipment.
  - 3. Support Brackets: Factory-welded steel brackets on frame for outrigger isolation mountings and to provide for anchor bolts and equipment support.
  - 4. Fabrication: Fabricate steel templates to hold equipment anchor-bolt sleeves and anchors in place during placement of concrete. Obtain anchor-bolt templates from supported equipment manufacturer.

# 2.3 FACTORY FINISHES

- A. Finish: Manufacturer's standard paint applied to factory-assembled and -tested equipment before shipping.
  - 1. Powder coating on springs and housings.
  - 2. All hardware shall be galvanized. Hot-dip galvanize metal components for exterior use.
  - 3. Baked enamel or powder coat for metal components on isolators for interior use.
  - 4. Color-code or otherwise mark vibration isolation control devices to indicate capacity range.

## **PART 3 - EXECUTION**

# 3.1 EXAMINATION

- A. Examine areas and equipment to receive vibration isolation and wind-control devices for compliance with requirements for installation tolerances and other conditions affecting performance.
- B. Examine roughing-in of reinforcement and cast-in-place anchors to verify actual locations before installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

## 3.2 VIBRATION-CONTROL AND SEISMIC-RESTRAINT DEVICE INSTALLATION

- A. Comply with requirements in Division 07 Section "Roof Accessories" for installation of roof curbs, equipment supports, and roof penetrations.
- B. Equipment Restraints:
  - 1. Install resilient bolt isolation washers on equipment anchor bolts where clearance between anchor and adjacent surface exceeds 0.125 inch (3.2 mm).
- C. Attachment to Structure: If specific attachment is not indicated, anchor bracing to structure at flanges of beams, at upper truss chords of bar joists, or at concrete members.

### 3.3 ADJUSTING

- A. Adjust isolators after piping system is at operating weight.
- B. Adjust limit stops on restrained spring isolators to mount equipment at normal operating height. After equipment installation is complete, adjust limit stops so they are out of contact during normal operation.
- C. Adjust active height of spring isolators.
- D. Adjust restraints to permit free movement of equipment within normal mode of operation.

## **END OF SECTION 23 05 48**

#### **SECTION 23 05 53**

# **IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT**

#### **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. Equipment labels.
  - 2. Pipe labels.
  - Duct labels.
  - 4. Valve tags.

# 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Equipment Label Schedule: Include a listing of all equipment to be labeled with the proposed content for each label.
- C. Valve numbering scheme.
- D. Valve Schedules: For each piping system to include in maintenance manuals.

### 1.4 COORDINATION

- A. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.
- B. Coordinate installation of identifying devices with locations of access panels and doors.
- C. Install identifying devices before installing acoustical ceilings and similar concealment.

### **PART 2 - PRODUCTS**

# 2.1 EQUIPMENT LABELS

- A. Plastic Labels for Equipment:
  - 1. Material and Thickness: Multilayer, multicolor, plastic labels for mechanical engraving, 1/16 inch (1.6 mm) thick, and having predrilled holes for attachment hardware.
  - 2. Letter Color: White.
  - 3. Background Color: Black.
  - 4. Maximum Temperature: Able to withstand temperatures up to 160 deg F (71 deg C).
  - 5. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch (64 by 19 mm).
  - 6. Minimum Letter Size: 1/4 inch (6.4 mm) for name of units if viewing distance is less than 24 inches (600 mm), 1/2 inch (13 mm) for viewing distances up to 72 inches (1830 mm), and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-fourths the size of principal lettering.
  - 7. Fasteners: Stainless-steel rivets or self-tapping screws.
  - 8. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.
- B. Label Content: Include equipment's Drawing designation or unique equipment number, Drawing numbers where equipment is indicated (plans, details, and schedules).
- C. Equipment Label Schedule: For each item of equipment to be labeled, on 8-1/2-by-11-inch (A4) bond paper. Tabulate equipment identification number and identify Drawing numbers where equipment is indicated (plans, details, and schedules), plus the Specification Section number and title where equipment is specified. Equipment schedule shall be included in operation and maintenance data.

# 2.2 PIPE LABELS

- A. General Requirements for Manufactured Pipe Labels: Preprinted, color-coded, with lettering indicating service, and showing flow direction.
- B. Pretensioned Pipe Labels: Precoiled, semirigid plastic formed to cover full circumference of pipe and to attach to pipe without fasteners or adhesive.
- C. Pipe Label Contents: Include identification of piping service using same designations or abbreviations as used on Drawings, pipe size, and an arrow indicating flow direction.
  - 1. Flow-Direction Arrows: Integral with piping system service lettering to accommodate both directions, or as separate unit on each pipe label to indicate flow direction.
  - 2. Lettering Size: At least 1-1/2 inches ((38 mm) high).

## 2.3 DUCT LABELS

- A. Material and Thickness: Multilayer, multicolor, plastic labels for mechanical engraving, 1/16 inch ((1.6 mm)) thick, and having predrilled holes for attachment hardware.
- B. Letter Color: White.
- C. Background Color: Per section 3.4.
- D. Maximum Temperature: Able to withstand temperatures up to 160 deg F (71 deg C).
- E. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 2-1/2inch (64 by 69 mm).
- F. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.
- G. Duct Label Contents: Include identification of duct service using same designations or abbreviations as used on Drawings, duct size, and an arrow indicating flow direction.
  - 1. Flow-Direction Arrows: Integral with duct system service lettering to accommodate both directions, or as separate unit on each duct label to indicate flow direction.
  - 2. Lettering Size: At least 1-1/2 inches ((38 mm) high).

### 2.4 VALVE TAGS

- A. Valve Tags: Stamped or engraved with 1/4-inch (6.4-mm) letters for piping system abbreviation and 1/2-inch (13-mm) numbers.
  - 1. Tag Material: Brass, 0.032-inch (0.8-mm) or anodized aluminum, 0.032-inch (0.8-mm) minimum thickness, and having predrilled or stamped holes for attachment hardware.
  - 2. Fasteners: Brass wire-link or beaded chain; or S-hook.
- B. Valve Schedules: For each piping system, on 8-1/2-by-11-inch (A4) bond paper. Tabulate valve number, piping system, system abbreviation (as shown on valve tag), location of valve (room or space), normal-operating position (open, closed, or modulating), and variations for identification. Mark valves for emergency shutoff and similar special uses.
  - 1. Valve-tag schedule shall be included in operation and maintenance data.

# **PART 3 - EXECUTION**

# 3.1 PREPARATION

A. Clean piping and equipment surfaces of substances that could impair bond of identification devices, including dirt, oil, grease, release agents, and incompatible primers, paints, and encapsulants.

Page 194 of 304

## 3.2 EQUIPMENT LABEL INSTALLATION

- A. Install or permanently fasten labels on each major item of mechanical equipment.
- B. Locate equipment labels where accessible and visible.
- C. When equipment is located above the ceiling install label on the ceiling grid T-bar below the equipment.

### 3.3 PIPE LABEL INSTALLATION

- A. Piping Color-Coding: Painting of piping is specified in Division 09.
- B. Locate pipe labels where piping is exposed or above accessible ceilings in finished spaces; machine rooms; accessible maintenance spaces such as shafts, tunnels, and plenums; and exterior exposed locations as follows:
  - Near each valve and control device.
  - 2. Near each branch connection, excluding short takeoffs for fixtures and terminal units. Where flow pattern is not obvious, mark each pipe at branch.
  - 3. Near penetrations through walls, floors, ceilings, and inaccessible enclosures.
  - 4. At access doors, manholes, and similar access points that permit view of concealed piping.
  - 5. Near major equipment items and other points of origination and termination.
  - 6. Spaced at maximum intervals of 50 feet (15 m) along each run. Reduce intervals to 25 feet (7.6 m) in areas of congested piping and equipment.
  - 7. On piping above removable acoustical ceilings. Omit intermediately spaced labels.

## C. Pipe Label Color Schedule:

- 1. Chilled-Water Piping:
  - a. Background Color: Green.
  - b. Letter Color: White.
- 2. Condenser-Water Piping:
  - a. Background Color: Blue.
  - b. Letter Color: White.
- 3. Refrigerant Piping:
  - a. Background Color: Black.
  - b. Letter Color: White
- 4. Gas Piping.
  - a. Background Color: Yellow.
  - b. Letter Color: Black.

## 3.4 DUCT LABEL INSTALLATION

- A. Install duct labels with permanent adhesive on air ducts in the following color codes:
  - 1. Blue: For cold-air supply ducts.
  - 2. Yellow: For hot-air supply ducts.
  - 3. Green: For exhaust-, outside-, relief-, return-, and mixed-air ducts.
  - 4. ASME A13.1 Colors and Designs: For hazardous material exhaust.
- B. Locate labels near points where ducts enter into concealed spaces and at maximum intervals of 50 feet (15 m) in each space where ducts are exposed or concealed by removable ceiling system.

### 3.5 VALVE-TAG INSTALLATION

- A. Install tags on valves and control devices in piping systems, except check valves; valves within factory-fabricated equipment units; shutoff valves; faucets; convenience and lawn-watering hose connections; and HVAC terminal devices and similar roughing-in connections of end-use fixtures and units. List tagged valves in a valve schedule.
- B. Valve-Tag Application Schedule: Tag valves according to size, shape, and color scheme and with captions similar to those indicated in the following subparagraphs:
  - 1. Valve-Tag Size and Shape:
    - a. Chilled Water: 1-1/2 inches (38 mm), round.
    - b. Condenser Water: 1-1/2 inches (38 mm), round.
    - c. Gas: 1-1/2 inches (38 mm), round.
  - 2. Valve-Tag Color:
    - a. Chilled Water: Natural.
    - b. Condenser Water: Natural.
    - c. Gas: Yellow.
  - 3. Letter Color:
    - a. Chilled Water: Black.
    - b. Condenser Water: Black.
    - c. Gas: Black.

# **END OF SECTION 23 05 53**

#### **SECTION 23 05 93**

# **TESTING, ADJUSTING, AND BALANCING**

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

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes TAB to produce design objectives for the following:
  - 1. Air Systems:
    - a. Constant-volume air systems.
    - b. Variable-air-volume systems.
  - 2. Hydronic Piping Systems:
    - a. Constant-flow systems.
    - b. Variable-flow systems.
    - c. Primary-secondary systems.
  - 3. HVAC equipment quantitative-performance settings.
  - 4. Kitchen hood airflow balancing.
  - 5. Verifying that automatic control devices are functioning properly.
  - 6. Reporting results of activities and procedures specified in this Section.

## 1.3 **DEFINITIONS**

- A. Adjust: To regulate fluid flow rate and air patterns at the terminal equipment, such as to reduce fan speed or adjust a damper.
- B. Balance: To proportion flows within the distribution system, including submains, branches, and terminals, according to indicated quantities.
- C. Barrier or Boundary: Construction, either vertical or horizontal, such as walls, floors, and ceilings that are designed and constructed to restrict the movement of airflow, smoke, odors, and other pollutants.
- D. Draft: A current of air, when referring to localized effect caused by one or more factors of high air velocity, low ambient temperature, or direction of airflow, whereby more heat is withdrawn from a person's skin than is normally dissipated.
- E. Procedure: An approach to and execution of a sequence of work operations to yield repeatable results.
- F. Report Forms: Test data sheets for recording test data in logical order.

- G. Static Head: The pressure due to the weight of the fluid above the point of measurement. In a closed system, static head is equal on both sides of the pump.
- H. Suction Head: The height of fluid surface above the centerline of the pump on the suction side.
- I. System Effect: A phenomenon that can create undesired or unpredicted conditions that cause reduced capacities in all or part of a system.
- J. System Effect Factors: Allowances used to calculate a reduction of the performance ratings of a fan when installed under conditions different from those presented when the fan was performance tested.
- K. TAB: Testing, adjusting, and balancing.
- L. Terminal: A point where the controlled medium, such as fluid or energy, enters or leaves the distribution system.
- M. Test: A procedure to determine quantitative performance of systems or equipment.
- N. Testing, Adjusting, and Balancing (TAB) Firm: The entity responsible for performing and reporting TAB procedures.

### 1.4 SUBMITTALS

- A. Qualification Data: Within 30 days from Contractor's Notice to Proceed, submit 2 copies of evidence that TAB firm and this Project's TAB team members meet the qualifications specified in "Quality Assurance" Article.
- B. Contract Documents Examination Report: Within 45 days from Contractor's Notice to Proceed, submit 6 copies of the Contract Documents review report as specified in Part 3.
- C. Strategies and Procedures Plan: Within 60 days from Contractor's Notice to Proceed, submit 2 copies of TAB strategies and step-by-step procedures as specified in Part 3 "Preparation" Article. Include a complete set of report forms intended for use on this Project.
- D. Certified TAB Reports: Submit two copies of reports prepared, as specified in this Section, on approved forms certified by TAB firm.
- E. Sample Report Forms: Submit two sets of sample TAB report forms.
- F. Warranties specified in this Section.

# 1.5 QUALITY ASSURANCE

A. TAB Firm Qualifications: Engage a TAB firm certified by either AABC or NEBB.

- B. Certification of TAB Reports: Certify TAB field data reports. This certification includes the following:
  - 1. Review field data reports to validate accuracy of data and to prepare certified TAB reports.
  - 2. Certify that TAB team complied with approved TAB plan and the procedures specified and referenced in this Specification.
- C. TAB Report Forms: Use standard forms from AABC's "National Standards for Testing and Balancing Heating, Ventilating, and Air Conditioning Systems."
- D. Instrumentation Type, Quantity, and Accuracy: As described in AABC's "National Standards for Testing and Balancing Heating, Ventilating, and Air Conditioning Systems."
- E. Instrumentation Calibration: Calibrate instruments at least every six months or more frequently if required by instrument manufacturer.
  - 1. Keep an updated record of instrument calibration that indicates date of calibration and the name of party performing instrument calibration.

### 1.6 PROJECT CONDITIONS

- A. Owner Occupancy: Owner will not occupy the building during entire TAB period. T&B reports shall be finalized and approved prior to owner occupancy.
- B. T&B firm shall be independent from the mechanical contractor.

## 1.7 COORDINATION

- A. Coordinate the efforts of factory-authorized service representatives for systems and equipment, HVAC controls installers, and other mechanics to operate HVAC systems and equipment to support and assist TAB activities.
- B. Notice: Provide seven days' advance notice for each test. Include scheduled test dates and times.
- C. Perform TAB after leakage and pressure tests on air and water distribution systems have been satisfactorily completed.

### 1.8 WARRANTY

- A. National Project Performance Guarantee: Provide a guarantee on AABC's "National Standards for Testing and Balancing Heating, Ventilating, and Air Conditioning Systems" forms stating that AABC will assist in completing requirements of the Contract Documents if TAB firm fails to comply with the Contract Documents. Guarantee includes the following provisions:
  - 1. The certified TAB firm has tested and balanced systems according to the Contract Documents.

2. Systems are balanced to optimum performance capabilities within design and installation limits.

# PART 2 - PRODUCTS (Not Applicable)

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

### 3.1 EXAMINATION

- A. Examine the Contract Documents to become familiar with Project requirements and to discover conditions in systems' designs that may preclude proper TAB of systems and equipment.
  - 1. Contract Documents are defined in the General and Supplementary Conditions of Contract.
  - Verify that balancing devices, such as test ports, gage cocks, thermometer wells, flow-control devices, balancing valves and fittings, and manual volume dampers, are required by the Contract Documents. Verify that quantities and locations of these balancing devices are accessible and appropriate for effective balancing and for efficient system and equipment operation.
- B. Examine approved submittal data of HVAC systems and equipment.
- C. Examine Project Record Documents described in Division 1 Section "Project Record Documents."
- D. Examine design data, including HVAC system descriptions, statements of design assumptions for environmental conditions and systems' output, and statements of philosophies and assumptions about HVAC system and equipment controls.
- E. Examine equipment performance data including fan and pump curves. Relate performance data to Project conditions and requirements, including system effects that can create undesired or unpredicted conditions that cause reduced capacities in all or part of a system. Calculate system effect factors to reduce performance ratings of HVAC equipment when installed under conditions different from those presented when the equipment was performance tested at the factory. To calculate system effects for air systems, use tables and charts found in AMCA 201, "Fans and Systems," Sections 7 through 10; or in SMACNA's "HVAC Systems--Duct Design," Sections 5 and 6. Compare this data with the design data and installed conditions.
- F. Examine system and equipment installations to verify that they are complete and that testing, cleaning, adjusting, and commissioning specified in individual Sections have been performed.
- G. Examine system and equipment test reports.
- H. Examine HVAC system and equipment installations to verify that indicated balancing devices, such as test ports, gage cocks, thermometer wells, flow-control devices, balancing valves and fittings, and manual volume dampers, are properly installed, and

- that their locations are accessible and appropriate for effective balancing and for efficient system and equipment operation.
- I. Examine systems for functional deficiencies that cannot be corrected by adjusting and balancing.
- J. Examine HVAC equipment to ensure that clean filters have been installed, bearings are greased, belts are aligned and tight, and equipment with functioning controls is ready for operation.
- K. Examine terminal units, such as variable-air-volume boxes, to verify that they are accessible and their controls are connected and functioning.
- L. Examine plenum ceilings used for supply air to verify that they are airtight. Verify that pipe penetrations and other holes are sealed.
- M. Examine strainers for clean screens and proper perforations.
- N. Examine three-way valves for proper installation for their intended function of diverting or mixing fluid flows.
- O. Examine system pumps to ensure absence of entrained air in the suction piping.
- P. Examine equipment for installation and for properly operating safety interlocks and controls.
- Q. Examine automatic temperature system components to verify the following:
  - Dampers, valves, and other controlled devices are operated by the intended controller.
  - 2. Dampers and valves are in the position indicated by the controller.
  - 3. Integrity of valves and dampers for free and full operation and for tightness of fully closed and fully open positions. This includes dampers in multizone units, mixing boxes, and variable-air-volume terminals.
  - 4. Automatic modulating and shutoff valves, including two-way valves and three-way mixing and diverting valves, are properly connected.
  - 5. Thermostats and humidistats are located to avoid adverse effects of sunlight, drafts, and cold walls.
  - 6. Sensors are located to sense only the intended conditions.
  - 7. Sequence of operation for control modes is according to the Contract Documents.
  - 8. Controller set points are set at indicated values.
  - 9. Interlocked systems are operating.
  - 10. Changeover from heating to cooling mode occurs according to indicated values.
- R. Report deficiencies discovered before and during performance of TAB procedures. Observe and record system reactions to changes in conditions. Record default set points if different from indicated values.

# 3.2 PREPARATION

- A. Prepare a TAB plan that includes strategies and step-by-step procedures.
- B. Complete system readiness checks and prepare system readiness reports. Verify the following:
  - 1. Permanent electrical power wiring is complete.
  - 2. Hydronic systems are filled, clean, and free of air.
  - 3. Automatic temperature-control systems are operational.
  - 4. Equipment and duct access doors are securely closed.
  - 5. Balance, smoke, and fire dampers are open.
  - 6. Isolating and balancing valves are open and control valves are operational.
  - 7. Ceilings are installed in critical areas where air-pattern adjustments are required and access to balancing devices is provided.
  - 8. Windows and doors can be closed so indicated conditions for system operations can be met.

# 3.3 GENERAL PROCEDURES FOR TESTING AND BALANCING

- A. Perform testing and balancing procedures on each system according to the procedures contained in AABC's "National Standards for Testing and Balancing Heating, Ventilating, and Air Conditioning Systems" and this Section.
- B. Cut insulation, ducts, pipes, and equipment cabinets for installation of test probes to the minimum extent necessary to allow adequate performance of procedures. After testing and balancing, close probe holes and patch insulation with new materials identical to those removed. Restore vapor barrier and finish according to insulation Specifications for this Project.
- C. Mark equipment and balancing device settings with paint or other suitable, permanent identification material, including damper-control positions, valve position indicators, fanspeed-control levers, and similar controls and devices, to show final settings.
- D. Take and report testing and balancing measurements in inch-pound (IP) units.

# 3.4 GENERAL PROCEDURES FOR BALANCING AIR SYSTEMS

- A. Prepare test reports for both fans and outlets. Obtain manufacturer's outlet factors and recommended testing procedures. Crosscheck the summation of required outlet volumes with required fan volumes.
- B. Prepare schematic diagrams of systems' "as-built" duct layouts.
- C. For variable-air-volume systems, develop a plan to simulate diversity.
- D. Determine the best locations in main and branch ducts for accurate duct airflow measurements.

- E. Check airflow patterns from the outside-air louvers and dampers and the return- and exhaust-air dampers, through the supply-fan discharge and mixing dampers.
- F. Locate start-stop and disconnect switches, electrical interlocks, and motor starters.
- G. Verify that motor starters are equipped with properly sized thermal protection.
- H. Check dampers for proper position to achieve desired airflow path.
- I. Check for airflow blockages.
- J. Check condensate drains for proper connections and functioning.
- K. Check for proper sealing of air-handling unit components.
- L. Check for proper sealing of air duct system.

# 3.5 PROCEDURES FOR CONSTANT-VOLUME AIR SYSTEMS

- A. Adjust fans to deliver total indicated airflows within the maximum allowable fan speed listed by fan manufacturer.
  - 1. Measure fan static pressures to determine actual static pressure as follows:
    - Measure outlet static pressure as far downstream from the fan as practicable and upstream from restrictions in ducts such as elbows and transitions.
    - b. Measure static pressure directly at the fan outlet or through the flexible connection.
    - c. Measure inlet static pressure of single-inlet fans in the inlet duct as near the fan as possible, upstream from flexible connection and downstream from duct restrictions.
    - d. Measure inlet static pressure of double-inlet fans through the wall of the plenum that houses the fan.
  - 2. Measure static pressure across each component that makes up an air-handling unit, rooftop unit, and other air-handling and -treating equipment.
    - Simulate dirty filter operation and record the point at which maintenance personnel must change filters.
  - 3. Measure static pressures entering and leaving other devices such as sound traps, heat recovery equipment, and air washers, under final balanced conditions.
  - 4. Compare design data with installed conditions to determine variations in design static pressures versus actual static pressures. Compare actual system effect factors with calculated system effect factors to identify where variations occur. Recommend corrective action to align design and actual conditions.
  - 5. Obtain approval from Architect for adjustment of fan speed higher or lower than indicated speed. Make required adjustments to pulley sizes, motor sizes, and electrical connections to accommodate fan-speed changes.
  - 6. Do not make fan-speed adjustments that result in motor overload. Consult equipment manufacturers about fan-speed safety factors. Modulate dampers and measure fan-motor amperage to ensure that no overload will occur.

Measure amperage in full cooling, full heating, economizer, and any other operating modes to determine the maximum required brake horsepower.

- B. Adjust volume dampers for main duct, submain ducts, and major branch ducts to indicated airflows within specified tolerances.
  - 1. Measure static pressure at a point downstream from the balancing damper and adjust volume dampers until the proper static pressure is achieved.
    - a. Where sufficient space in submain and branch ducts is unavailable for Pitot-tube traverse measurements, measure airflow at terminal outlets and inlets and calculate the total airflow for that zone.
  - 2. Remeasure each submain and branch duct after all have been adjusted. Continue to adjust submain and branch ducts to indicated airflows within specified tolerances.
- C. Measure terminal outlets and inlets without making adjustments.
  - 1. Measure terminal outlets using a direct-reading hood or outlet manufacturer's written instructions and calculating factors.
- D. Adjust terminal outlets and inlets for each space to indicated airflows within specified tolerances of indicated values. Make adjustments using volume dampers rather than extractors and the dampers at air terminals.
  - Adjust each outlet in same room or space to within specified tolerances of indicated quantities without generating noise levels above the limitations prescribed by the Contract Documents.
  - 2. Adjust patterns of adjustable outlets for proper distribution without drafts.

# 3.6 PROCEDURES FOR VARIABLE-AIR-VOLUME SYSTEMS

- A. Compensating for Diversity: When the total airflow of all terminal units is more than the indicated airflow of the fan, place a selected number of terminal units at a maximum set-point airflow condition until the total airflow of the terminal units equals the indicated airflow of the fan. Select the reduced airflow terminal units so they are distributed evenly among the branch ducts.
- B. Pressure-Independent, Variable-Air-Volume Systems: After the fan systems have been adjusted, adjust the variable-air-volume systems as follows:
  - 1. Set outside-air dampers at minimum, and return- and exhaust-air dampers at a position that simulates full-cooling load.
  - 2. Select the terminal unit that is most critical to the supply-fan airflow and static pressure. Measure static pressure. Adjust system static pressure so the entering static pressure for the critical terminal unit is not less than the sum of terminal-unit manufacturer's recommended minimum inlet static pressure plus the static pressure needed to overcome terminal-unit discharge system losses.
  - 3. Measure total system airflow. Adjust to within indicated airflow.
  - 4. Set terminal units at maximum airflow and adjust controller or regulator to deliver the designed maximum airflow. Use terminal-unit manufacturer's written instructions to make this adjustment. When total airflow is correct, balance the air outlets downstream from terminal units as described for constant-volume air systems.

- 5. Set terminal units at minimum airflow and adjust controller or regulator to deliver the designed minimum airflow. Check air outlets for a proportional reduction in airflow as described for constant-volume air systems.
  - a. If air outlets are out of balance at minimum airflow, report the condition but leave outlets balanced for maximum airflow.
- 6. Remeasure the return airflow to the fan while operating at maximum return airflow and minimum outside airflow. Adjust the fan and balance the return-air ducts and inlets as described for constant-volume air systems.
- 7. Measure static pressure at the most critical terminal unit and adjust the staticpressure controller at the main supply-air sensing station to ensure that adequate static pressure is maintained at the most critical unit.
- 8. Record the final fan performance data.
- C. Pressure-Dependent, Variable-Air-Volume Systems without Diversity: After the fan systems have been adjusted, adjust the variable-air-volume systems as follows:
  - 1. Balance systems similar to constant-volume air systems.
  - 2. Set terminal units and supply fan at full-airflow condition.
  - Adjust inlet dampers of each terminal unit to indicated airflow and verify operation
    of the static-pressure controller. When total airflow is correct, balance the air
    outlets downstream from terminal units as described for constant-volume air
    systems.
  - 4. Readjust fan airflow for final maximum readings.
  - 5. Measure operating static pressure at the sensor that controls the supply fan, if one is installed, and verify operation of the static-pressure controller.
  - 6. Set supply fan at minimum airflow if minimum airflow is indicated. Measure static pressure to verify that it is being maintained by the controller.
  - 7. Set terminal units at minimum airflow and adjust controller or regulator to deliver the designed minimum airflow. Check air outlets for a proportional reduction in airflow as described for constant-volume air systems.
    - a. If air outlets are out of balance at minimum airflow, report the condition but leave the outlets balanced for maximum airflow.
  - 8. Measure the return airflow to the fan while operating at maximum return airflow and minimum outside airflow. Adjust the fan and balance the return-air ducts and inlets as described for constant-volume air systems.
- D. Pressure-Dependent, Variable-Air-Volume Systems with Diversity: After the fan systems have been adjusted, adjust the variable-air-volume systems as follows:
  - 1. Set system at maximum indicated airflow by setting the required number of terminal units at minimum airflow. Select the reduced airflow terminal units so they are distributed evenly among the branch ducts.
  - 2. Adjust supply fan to maximum indicated airflow with the variable-airflow controller set at maximum airflow.
  - 3. Set terminal units at full-airflow condition.
  - 4. Adjust terminal units starting at the supply-fan end of the system and continuing progressively to the end of the system. Adjust inlet dampers of each terminal unit to indicated airflow. When total airflow is correct, balance the air outlets downstream from terminal units as described for constant-volume air systems.
  - 5. Adjust terminal units for minimum airflow.
  - 6. Measure static pressure at the sensor.

7. Measure the return airflow to the fan while operating at maximum return airflow and minimum outside airflow. Adjust the fan and balance the return-air ducts and inlets as described for constant-volume air systems.

# 3.7 GENERAL PROCEDURES FOR HYDRONIC SYSTEMS

- A. Prepare test reports with pertinent design data and number in sequence starting at pump to end of system. Check the sum of branch-circuit flows against approved pump flow rate. Correct variations that exceed plus or minus 5 percent.
- B. Prepare hydronic systems for testing and balancing according to the following, in addition to the general preparation procedures specified above:
  - 1. Open all manual valves for maximum flow.
  - 2. Check expansion tank liquid level.
  - 3. Check makeup-water-station pressure gage for adequate pressure for highest vent.
  - 4. Check flow-control valves for specified sequence of operation and set at indicated flow.
  - 5. Set differential-pressure control valves at the specified differential pressure. Do not set at fully closed position when pump is positive-displacement type unless several terminal valves are kept open.
  - 6. Set system controls so automatic valves are wide open to heat exchangers.
  - 7. Check pump-motor load. If motor is overloaded, throttle main flow-balancing device so motor nameplate rating is not exceeded.
  - 8. Check air vents for a forceful liquid flow exiting from vents when manually operated.

### 3.8 PROCEDURES FOR HYDRONIC SYSTEMS

- A. Measure water flow at pumps. Use the following procedures, except for positive-displacement pumps:
  - Verify impeller size by operating the pump with the discharge valve closed. Read pressure differential across the pump. Convert pressure to head and correct for differences in gage heights. Note the point on manufacturer's pump curve at zero flow and verify that the pump has the intended impeller size.
  - 2. Check system resistance. With all valves open, read pressure differential across the pump and mark pump manufacturer's head-capacity curve. Adjust pump discharge valve until indicated water flow is achieved.
  - 3. Verify pump-motor brake horsepower. Calculate the intended brake horsepower for the system based on pump manufacturer's performance data. Compare calculated brake horsepower with nameplate data on the pump motor. Report conditions where actual amperage exceeds motor nameplate amperage.
  - 4. Report flow rates that are not within plus or minus 5 percent of design.
- B. Set calibrated balancing valves, if installed, at calculated presettings.
- C. Measure flow at all stations and adjust, where necessary, to obtain first balance.
  - 1. System components that have Cv rating or an accurately cataloged flow-pressure-drop relationship may be used as a flow-indicating device.

- D. Measure flow at main balancing station and set main balancing device to achieve flow that is 5 percent greater than indicated flow.
- E. Adjust balancing stations to within specified tolerances of indicated flow rate as follows:
  - 1. Determine the balancing station with the highest percentage over indicated flow.
  - 2. Adjust each station in turn, beginning with the station with the highest percentage over indicated flow and proceeding to the station with the lowest percentage over indicated flow.
  - 3. Record settings and mark balancing devices.
- F. Measure pump flow rate and make final measurements of pump amperage, voltage, rpm, pump heads, and systems' pressures and temperatures including outdoor-air temperature.
- G. Measure the differential-pressure control valve settings existing at the conclusions of balancing.

## 3.9 PROCEDURES FOR VARIABLE-FLOW HYDRONIC SYSTEMS

A. Balance systems with automatic two- and three-way control valves by setting systems at maximum flow through heat-exchange terminals and proceed as specified above for hydronic systems.

### 3.10 PROCEDURES FOR PRIMARY-SECONDARY-FLOW HYDRONIC SYSTEMS

A. Balance the primary system crossover flow first, then balance the secondary system.

### 3.11 PROCEDURES FOR MOTORS

- A. Motors, 1/2 HP and Larger: Test at final balanced conditions and record the following data:
  - 1. Manufacturer, model, and serial numbers.
  - 2. Motor horsepower rating.
  - 3. Motor rpm.
  - 4. Efficiency rating.
  - 5. Nameplate and measured voltage, each phase.
  - 6. Nameplate and measured amperage, each phase.
  - 7. Starter thermal-protection-element rating.
- B. Motors Driven by Variable-Frequency Controllers: Test for proper operation at speeds varying from minimum to maximum. Test the manual bypass for the controller to prove proper operation. Record observations, including controller manufacturer, model and serial numbers, and nameplate data.

### 3.12 PROCEDURES FOR CHILLERS

A. Balance water flow through each evaporator to within specified tolerances of indicated flow with all pumps operating. With only one chiller operating in a multiple chiller

installation, do not exceed the flow for the maximum tube velocity recommended by the chiller manufacturer. Measure and record the following data with each chiller operating at design conditions:

- Evaporator-water entering and leaving temperatures, pressure drop, and water flow.
- 2.
- 3. Evaporator and condenser refrigerant temperatures and pressures, using instruments furnished by chiller manufacturer.
- 4. Power factor if factory-installed instrumentation is furnished for measuring kilowatt.
- 5. Kilowatt input if factory-installed instrumentation is furnished for measuring kilowatt.
- 6. Capacity: Calculate in tons of cooling.
- 7. If air-cooled chillers, verify condenser-fan rotation and record fan and motor data including number of fans and entering- and leaving-air temperatures.

## 3.13 PROCEDURES FOR CONDENSING UNITS

- A. Verify proper rotation of fans.
- B. Measure entering- and leaving-air temperatures.
- C. Record compressor data.

## 3.14 PROCEDURES FOR TEMPERATURE MEASUREMENTS

- A. During TAB, report the need for adjustment in temperature regulation within the automatic temperature-control system.
- B. Measure indoor wet- and dry-bulb temperatures every other hour for a period of two successive eight-hour days, in each separately controlled zone, to prove correctness of final temperature settings. Measure when the building or zone is occupied.
- C. Measure outside-air, wet- and dry-bulb temperatures.

## 3.15 PROCEDURES FOR COMMERCIAL KITCHEN HOODS

- A. Measure, adjust, and record the airflow of each kitchen hood. For kitchen hoods designed with integral makeup air, measure and adjust the exhaust and makeup airflow. Measure airflow by duct Pitot-tube traverse. If a duct Pitot-tube traverse is not possible, provide an explanation in the report of the reason(s) why and also the reason why the method used was chosen.
  - 1. Install welded test ports in the sides of the exhaust duct for the duct Pitot-tube traverse. Install each test port with a threaded cap that is liquid tight.
- B. After balancing is complete, do the following:
  - 1. Measure and record the static pressure at the hood exhaust-duct connection.

- 2. Measure and record the hood face velocity. Make measurements at multiple points across the face of the hood. Perform measurements at a maximum of 12 inches (300 mm) between points and between any point and the perimeter. Calculate the average of the measurements recorded. Verify that the hood average face velocity complies with the Contract Documents and governing codes.
- 3. Check the hood for capture and containment of smoke using a smoke emitting device. Observe the smoke pattern. Make adjustments to room airflow patterns to achieve optimum results.
- C. Visually inspect the hood exhaust duct throughout its entire length in compliance with authorities having jurisdiction. Begin at the hood connection and end at the point it discharges outdoors. Report findings.
  - Check duct slopes as required.
  - 2. Verify that duct access is installed as required.
  - 3. Verify that point of termination is as required.
  - 4. Verify that duct air velocity is within the range required.
  - 5. Verify that duct is within a fire-rated enclosure.
- D. Report deficiencies.

### 3.16 TEMPERATURE-CONTROL VERIFICATION

- A. Verify that controllers are calibrated and commissioned.
- B. Check transmitter and controller locations and note conditions that would adversely affect control functions.
- C. Record controller settings and note variances between set points and actual measurements.
- D. Check the operation of limiting controllers (i.e., high- and low-temperature controllers).
- E. Check free travel and proper operation of control devices such as damper and valve operators.
- F. Check the sequence of operation of control devices. Note air pressures and device positions and correlate with airflow and water flow measurements. Note the speed of response to input changes.
- G. Check the interaction of electrically operated switch transducers.
- H. Check the interaction of interlock and lockout systems.
- I. Check main control supply-air pressure and observe compressor and dryer operations.
- J. Record voltages of power supply and controller output. Determine whether the system operates on a grounded or nongrounded power supply.
- K. Note operation of electric actuators using spring return for proper fail-safe operations.

Page 209 of 304

## 3.17 TOLERANCES

- A. Set HVAC system airflow and water flow rates within the following tolerances:
  - Supply, Return, and Exhaust Fans and Equipment with Fans: Plus or minus 10 percent.
  - 2. Air Outlets and Inlets: Plus or minus10 percent.
  - 3. Heating-Water Flow Rate: Plus or minus 10 percent.
  - 4. Cooling-Water Flow Rate: Plus or minus10 percent.

# 3.18 REPORTING

- A. Initial Construction-Phase Report: Based on examination of the Contract Documents as specified in "Examination" Article, prepare a report on the adequacy of design for systems' balancing devices. Recommend changes and additions to systems' balancing devices to facilitate proper performance measuring and balancing. Recommend changes and additions to HVAC systems and general construction to allow access for performance measuring and balancing devices.
- B. Status Reports: As Work progresses, prepare reports to describe completed procedures, procedures in progress, and scheduled procedures. Include a list of deficiencies and problems found in systems being tested and balanced. Prepare a separate report for each system and each building floor for systems serving multiple floors.

### 3.19 FINAL REPORT

- A. General: Typewritten, or computer printout in letter-quality font, on standard bond paper, in three-ring binder, tabulated and divided into sections by tested and balanced systems.
- B. Include a certification sheet in front of binder signed and sealed by the certified testing and balancing engineer.
  - 1. Include a list of instruments used for procedures, along with proof of calibration.
- C. Final Report Contents: In addition to certified field report data, include the following:
  - 1. Pump curves.
  - 2. Fan curves.
  - Manufacturers' test data.
  - 4. Field test reports prepared by system and equipment installers.
  - 5. Other information relative to equipment performance, but do not include Shop Drawings and Product Data.
- D. General Report Data: In addition to form titles and entries, include the following data in the final report, as applicable:
  - 1. Title page.
  - 2. Name and address of TAB firm.
  - 3. Project name.
  - 4. Project location.
  - 5. Architect's name and address.

7/24/2018 12:16 PM

- 6. Engineer's name and address.
- 7. Contractor's name and address.
- 8. Report date.
- 9. Signature of TAB firm who certifies the report.
- 10. Table of Contents with the total number of pages defined for each section of the report. Number each page in the report.
- 11. Summary of contents including the following:
  - a. Indicated versus final performance.
  - b. Notable characteristics of systems.
  - c. Description of system operation sequence if it varies from the Contract Documents.
- 12. Nomenclature sheets for each item of equipment.
- 13. Data for terminal units, including manufacturer, type size, and fittings.
- 14. Notes to explain why certain final data in the body of reports varies from indicated values.
- 15. Test conditions for fans and pump performance forms including the following:
  - a. Settings for outside-, return-, and exhaust-air dampers.
  - b. Conditions of filters.
  - c. Cooling coil, wet- and dry-bulb conditions.
  - d. Face and bypass damper settings at coils.
  - e. Fan drive settings including settings and percentage of maximum pitch diameter.
  - f. Inlet vane settings for variable-air-volume systems.
  - g. Settings for supply-air, static-pressure controller.
  - h. Other system operating conditions that affect performance.
- E. System Diagrams: Include schematic layouts of air and hydronic distribution systems. Present each system with single-line diagram and include the following:
  - 1. Quantities of outside, supply, return, and exhaust airflows.
  - 2. Water and steam flow rates.
  - 3. Duct, outlet, and inlet sizes.
  - 4. Pipe and valve sizes and locations.
  - 5. Terminal units.
  - 6. Balancing stations.
  - 7. Position of balancing devices.
- F. Air-Handling Unit Test Reports: For air-handling units with coils, include the following:
  - 1. Unit Data: Include the following:
    - a. Unit identification.
    - b. Location.
    - c. Make and type.
    - d. Model number and unit size.
    - e. Manufacturer's serial number.
    - f. Unit arrangement and class.
    - g. Discharge arrangement.
    - h. Sheave make, size in inches (mm), and bore.
    - i. Sheave dimensions, center-to-center, and amount of adjustments in inches (mm).
    - j. Number of belts, make, and size.
    - k. Number of filters, type, and size.
  - 2. Motor Data:

Page 211 of 304

### **City Hall Data Center Air Condition Upgrade**

#### **PROJECT 12207**

- a. Make and frame type and size.
- b. Horsepower and rpm.
- c. Volts, phase, and hertz.
- d. Full-load amperage and service factor.
- e. Sheave make, size in inches (mm), and bore.
- f. Sheave dimensions, center-to-center, and amount of adjustments in inches (mm).
- 3. Test Data (Indicated and Actual Values):
  - a. Total airflow rate in cfm (L/s).
  - b. Total system static pressure in inches wg (Pa).
  - c. Fan rpm.
  - d. Discharge static pressure in inches wg (Pa).
  - e. Filter static-pressure differential in inches wg (Pa).
  - f. Preheat coil static-pressure differential in inches wg (Pa).
  - g. Cooling coil static-pressure differential in inches wg (Pa).
  - h. Heating coil static-pressure differential in inches wg (Pa).
  - i. Outside airflow in cfm (L/s).
  - j. Return airflow in cfm (L/s).
  - k. Outside-air damper position.
  - I. Return-air damper position.
  - m. Vortex damper position.

# G. Apparatus-Coil Test Reports:

- 1. Coil Data:
  - a. System identification.
  - b. Location.
  - c. Coil type.
  - d. Number of rows.
  - e. Fin spacing in fins per inch (mm) o.c.
  - f. Make and model number.
  - g. Face area in sq. ft. (sq. m).
  - h. Tube size in NPS (DN).
  - i. Tube and fin materials.
  - j. Circuiting arrangement.
- 2. Test Data (Indicated and Actual Values):
  - a. Airflow rate in cfm (L/s).
  - b. Average face velocity in fpm (m/s).
  - c. Air pressure drop in inches wg (Pa).
  - d. Outside-air, wet- and dry-bulb temperatures in deg F (deg C).
  - e. Return-air, wet- and dry-bulb temperatures in deg F (deg C).
  - f. Entering-air, wet- and dry-bulb temperatures in deg F (deg C).
  - g. Leaving-air, wet- and dry-bulb temperatures in deg F (deg C).
  - h. Water flow rate in gpm (L/s).
  - i. Water pressure differential in feet of head or psig (kPa).
  - j. Entering-water temperature in deg F (deg C).
  - k. Leaving-water temperature in deg F (deg C).
  - I. Refrigerant expansion valve and refrigerant types.
  - m. Refrigerant suction pressure in psig (kPa).
  - n. Refrigerant suction temperature in deg F (deg C).
  - o. Inlet steam pressure in psig (kPa).

Page 212 of 304

- H. Electric-Coil Test Reports: For electric furnaces, duct coils, and electric coils installed in central-station air-handling units, include the following:
  - 1. Unit Data:
    - a. System identification.
    - b. Location.
    - c. Coil identification.
    - d. Capacity in Btuh (kW).
    - e. Number of stages.
    - f. Connected volts, phase, and hertz.
    - g. Rated amperage.
    - h. Airflow rate in cfm (L/s).
    - i. Face area in sq. ft. (sq. m).
    - Minimum face velocity in fpm (m/s).
  - 2. Test Data (Indicated and Actual Values):
    - a. Heat output in Btuh (kW).
    - b. Airflow rate in cfm (L/s).
    - c. Air velocity in fpm (m/s).
    - d. Entering-air temperature in deg F (deg C).
    - e. Leaving-air temperature in deg F (deg C).
    - f. Voltage at each connection.
    - g. Amperage for each phase.
- I. Fan Test Reports: For supply, return, and exhaust fans, include the following:
  - 1. Fan Data:
    - a. System identification.
    - b. Location.
    - c. Make and type.
    - d. Model number and size.
    - e. Manufacturer's serial number.
    - f. Arrangement and class.
    - g. Sheave make, size in inches (mm), and bore.
    - h. Sheave dimensions, center-to-center, and amount of adjustments in inches (mm).
  - 2. Motor Data:
    - a. Make and frame type and size.
    - b. Horsepower and rpm.
    - c. Volts, phase, and hertz.
    - d. Full-load amperage and service factor.
    - e. Sheave make, size in inches (mm), and bore.
    - f. Sheave dimensions, center-to-center, and amount of adjustments in inches (mm).
    - g. Number of belts, make, and size.
  - 3. Test Data (Indicated and Actual Values):
    - a. Total airflow rate in cfm (L/s).
    - b. Total system static pressure in inches wg (Pa).
    - c. Fan rpm
    - d. Discharge static pressure in inches wg (Pa).
    - e. Suction static pressure in inches wg (Pa).
- J. Round, Flat-Oval, and Rectangular Duct Traverse Reports: Include a diagram with a grid representing the duct cross-section and record the following:

Page 213 of 304

# City Hall Data Center Air Condition Upgrade

#### **PROJECT 12207**

# 1. Report Data:

- System and air-handling unit number.
- b. Location and zone.
- c. Traverse air temperature in deg F (deg C).
- d. Duct static pressure in inches wg (Pa).
- e. Duct size in inches (mm).
- f. Duct area in sq. ft. (sq. m).
- g. Indicated airflow rate in cfm (L/s).
- h. Indicated velocity in fpm (m/s).
- i. Actual airflow rate in cfm (L/s).
- j. Actual average velocity in fpm (m/s).
- k. Barometric pressure in psig (Pa).

# K. Air-Terminal-Device Reports:

- 1. Unit Data:
  - a. System and air-handling unit identification.
  - b. Location and zone.
  - c. Test apparatus used.
  - d. Area served.
  - e. Air-terminal-device make.
  - f. Air-terminal-device number from system diagram.
  - g. Air-terminal-device type and model number.
  - h. Air-terminal-device size.
  - i. Air-terminal-device effective area in sq. ft. (sq. m).
- 2. Test Data (Indicated and Actual Values):
  - a. Airflow rate in cfm (L/s).
  - b. Air velocity in fpm (m/s).
  - c. Preliminary airflow rate as needed in cfm (L/s).
  - d. Preliminary velocity as needed in fpm (m/s).
  - e. Final airflow rate in cfm (L/s).
  - f. Final velocity in fpm (m/s).
  - g. Space temperature in deg F (deg C).

# L. Packaged Chiller Reports:

- 1. Unit Data:
  - a. Unit identification.
  - b. Make and model number.
  - c. Manufacturer's serial number.
  - d. Refrigerant type and capacity in gal. (L).
  - e. Starter type and size.
  - f. Starter thermal protection size.
  - g. Compressor make and model number.
  - h. Compressor manufacturer's serial number.
- 2. Air-Cooled Condenser Test Data (Indicated and Actual Values):
  - a. Refrigerant pressure in psig (kPa).
  - b. Refrigerant temperature in deg F (deg C).
  - c. Entering- and leaving-air temperature in deg F (deg C).
- 3. Evaporator Test Reports (Indicated and Actual Values):
  - a. Refrigerant pressure in psig (kPa).
  - b. Refrigerant temperature in deg F (deg C).
  - c. Entering-water temperature in deg F (deg C).

Page 214 of 304

- d. Leaving-water temperature in deg F (deg C).
- e. Entering-water pressure in feet of head or psig (kPa).
- f. Water pressure differential in feet of head or psig (kPa).
- 4. Compressor Test Data (Indicated and Actual Values):
  - a. Suction pressure in psig (kPa).
  - b. Suction temperature in deg F (deg C).
  - c. Discharge pressure in psig (kPa).
  - d. Discharge temperature in deg F (deg C).
  - e. Oil pressure in psig (kPa).
  - f. Oil temperature in deg F (deg C).
  - g. Voltage at each connection.
  - h. Amperage for each phase.
  - i. Kilowatt input.
  - j. Crankcase heater kilowatt.
  - k. Chilled-water control set point in deg F (deg C).
  - I. Condenser-water control set point in deg F (deg C).
  - m. Refrigerant low-pressure-cutoff set point in psig (kPa).
  - n. Refrigerant high-pressure-cutoff set point in psig (kPa).
- 5. Refrigerant Test Data (Indicated and Actual Values):
  - a. Oil level.
  - b. Refrigerant level.
  - c. Relief valve setting in psig (kPa).
  - d. Unloader set points in psig (kPa).
  - e. Percentage of cylinders unloaded.
  - f. Bearing temperatures in deg F (deg C).
  - g. Vane position.
  - h. Low-temperature-cutoff set point in deg F (deg C).
- M. Pump Test Reports: Calculate impeller size by plotting the shutoff head on pump curves and include the following:
  - 1. Unit Data:
    - a. Unit identification.
    - b. Location.
    - c. Service.
    - d. Make and size.
    - e. Model and serial numbers.
    - f. Water flow rate in gpm (L/s).
    - g. Water pressure differential in feet of head or psig (kPa).
    - h. Required net positive suction head in feet of head or psig (kPa).
    - i. Pump rpm.
    - j. Impeller diameter in inches (mm).
    - k. Motor make and frame size.
    - I. Motor horsepower and rpm.
    - m. Voltage at each connection.
    - n. Amperage for each phase.
    - o. Full-load amperage and service factor.
    - p. Seal type.
  - 2. Test Data (Indicated and Actual Values):
    - a. Static head in feet of head or psig (kPa).
    - b. Pump shutoff pressure in feet of head or psig (kPa).
    - c. Actual impeller size in inches (mm).

Page 215 of 304

- d. Full-open flow rate in gpm (L/s).
- e. Full-open pressure in feet of head or psig (kPa).
- f. Final discharge pressure in feet of head or psig (kPa).
- g. Final suction pressure in feet of head or psig (kPa).
- h. Final total pressure in feet of head or psig (kPa).
- i. Final water flow rate in gpm (L/s).
- j. Voltage at each connection.
- k. Amperage for each phase.

# N. Instrument Calibration Reports:

- 1. Report Data:
  - a. Instrument type and make.
  - b. Serial number.
  - c. Application.
  - d. Dates of use.
  - e. Dates of calibration.

### 3.20 INSPECTIONS

# A. Initial Inspection:

- After testing and balancing are complete, operate each system and randomly check measurements to verify that the system is operating according to the final test and balance readings documented in the Final Report.
- 2. Randomly check the following for each system:
  - a. Measure airflow of at least 10 percent of air outlets.
  - b. Measure water flow of at least 5 percent of terminals.
  - c. Measure room temperature at each thermostat/temperature sensor. Compare the reading to the set point.
  - d. Measure sound levels at two locations.
  - e. Measure space pressure of at least 10 percent of locations.
  - f. Verify that balancing devices are marked with final balance position.
  - g. Note deviations to the Contract Documents in the Final Report.

# B. Final Inspection:

- After initial inspection is complete and evidence by random checks verifies that testing and balancing are complete and accurately documented in the final report, request that a final inspection be made by Architect.
- 2. TAB firm test and balance engineer shall conduct the inspection in the presence of Owner.
- 3. Architect shall randomly select measurements documented in the final report to be rechecked. The rechecking shall be limited to either 10 percent of the total measurements recorded, or the extent of measurements that can be accomplished in a normal 8-hour business day.
- 4. If the rechecks yield measurements that differ from the measurements documented in the final report by more than the tolerances allowed, the measurements shall be noted as "FAILED."
- 5. If the number of "FAILED" measurements is greater than 10 percent of the total measurements checked during the final inspection, the testing and balancing shall be considered incomplete and shall be rejected.

Page 216 of 304

## **City Hall Data Center Air Condition Upgrade**

#### **PROJECT 12207**

- 6. TAB firm shall recheck all measurements and make adjustments. Revise the final report and balancing device settings to include all changes and resubmit the final report.
- 7. Request a second final inspection. If the second final inspection also fails, Owner shall contract the services of another TAB firm to complete the testing and balancing in accordance with the Contract Documents and deduct the cost of the services from the final payment.

### 3.21 ADDITIONAL TESTS

- A. Within 90 days of completing TAB, perform additional testing and balancing to verify that balanced conditions are being maintained throughout and to correct unusual conditions.
- B. Seasonal Periods: If initial TAB procedures were not performed during near-peak summer and winter conditions, perform additional testing, inspecting, and adjusting during near-peak summer and winter conditions.

**END OF SECTION 23 05 93** 

### **SECTION 23 09 00**

# INSTRUMENTATION AND CONTROL FOR HVAC

#### **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 open protocol DDC control equipment for HVAC systems and components, including control components for terminal heating and cooling units not supplied with factory-wired controls, lighting in new and existing facilities, generators, freezer, coolers and make-up water meter.

## 1.3 **DEFINITIONS**

- A. DDC: Direct digital control.
- B. I/O: Input/output.
- C. BACnet: Ashrea Standard 135/2004 open protocol starndards
- D. MS/TP: Master slave/token passing. BACnet standard for 485 communications
- E. PC: Personal computer.
- F. PID: Proportional plus integral plus derivative.
- G. LonWorks: A control network technology platform for designing and implementing interoperable control devices and networks.

# 1.4 SYSTEM PERFORMANCE

- A. Comply with the following performance requirements:
  - 1. Graphic Display: Display graphic with minimum 20 dynamic points with current data within 10 seconds.
  - 2. Graphic Refresh: Update graphic with minimum 20 dynamic points with current data within 8 seconds.
  - 3. Object Command: Reaction time of less than two seconds between operator command of a binary object and device reaction.

7/24/2018 12:16 PM

Page 218 of 304

- 4. Object Scan: Transmit change of state and change of analog values to control units or workstation within six seconds.
- 5. Alarm Response Time: Annunciate alarm at workstation within 45 seconds. Multiple workstations must receive alarms within five seconds of each other.
- 6. Program Execution Frequency: Run capability of applications as often as five seconds, but selected consistent with mechanical process under control.
- 7. Performance: Programmable controllers shall execute DDC PID control loops, and scan and update process values and outputs at least once per second.
- 8. Reporting Accuracy and Stability of Control: Report values and maintain measured variables within tolerances as follows:
  - a. Water Temperature: Plus or minus 1 deg F (0.5 deg C).
  - b. Water Flow: Plus or minus 5 percent of full scale.
  - c. Water Pressure: Plus or minus 2 percent of full scale.
  - d. Space Temperature: Plus or minus 0.35 deg F (0.5 deg C).
  - e. Ducted Air Temperature: Plus or minus 0.35 deg F (0.5 deg C).
  - f. Outside Air Temperature: Plus or minus 0.35 deg F (1.0 deg C).
  - g. Dew Point Temperature: Plus or minus 0.35 deg F (1.5 deg C).
  - h. Temperature Differential: Plus or minus 0.25 deg F (0.15 deg C).
  - i. Relative Humidity: Plus or minus 2 percent.
  - j. Airflow (Measuring Stations): Plus or minus 5 percent of full scale.
  - k. Airflow (Terminal): Plus or minus 10 percent of full scale.
  - I. Air Pressure (Ducts): Plus or minus 0.1-inch wg (25 Pa).
  - m. Carbon Dioxide: Plus or minus 50 ppm.
  - n. Electrical: Plus or minus 5 percent of reading.

### 1.5 SUBMITTALS

- A. Product Data: Include manufacturer's technical literature for each control device. Indicate dimensions, capacities, performance characteristics, electrical characteristics, finishes for materials, and installation and startup instructions for each type of product indicated.
  - 1. DDC System Hardware: Bill of materials of equipment indicating quantity, manufacturer, and model number. Include technical data for operator workstation equipment, interface equipment, control units, transducers/transmitters, sensors, actuators, valves, relays/switches, control panels, and operator interface equipment.
  - 2. Control System Software: Include technical data for operating system software, operator interface, color graphics, and other third-party applications.
  - 3. Controlled Systems: Instrumentation list with element name, type of device, manufacturer, model number, and product data. Include written description of sequence of operation including schematic diagram.
- B. Shop Drawings: Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
  - 1. Bill of materials of equipment indicating quantity, manufacturer, and model number.

Page 219 of 304

- 2. Schematic flow diagrams showing fans, pumps, coils, dampers, valves, and control devices.
- 3. Wiring Diagrams: Power, signal, and control wiring.
- 4. Details of control panel faces, including controls, instruments, and labeling.
- 5. Written description of sequence of operation.
- 6. Schedule of dampers including size, leakage, and flow characteristics.
- 7. Schedule of valves including flow characteristics.
- 8. DDC System Hardware:
  - a. Wiring diagrams for control units with termination numbers.
  - b. Schematic diagrams and floor plans for field sensors and control hardware.
  - c. Schematic diagrams for control, communication, and power wiring, showing trunk data conductors and wiring between operator workstation and control unit locations.
- 9. Control System Software: List of color graphics indicating monitored systems, data (connected and calculated) point addresses, output schedule, and operator notations.
- 10. Controlled Systems:
  - a. Schematic diagrams of each controlled system with control points labeled and control elements graphically shown, with wiring.
  - b. Scaled drawings showing mounting, routing, and wiring of elements including bases and special construction.
  - c. Written description of sequence of operation including schematic diagram.
  - d. Points list.
- C. Data Communications Protocol Certificates: Certify that each proposed DDC system component complies with ASHRAE 135 and that system is Open Protocol.
- D. Software and Firmware Operational Documentation: Include the following:
  - 1. Software operating and upgrade manuals.
  - 2. Program Software Backup: On a magnetic media or compact disc, complete with data files.
  - 3. Device address list.
  - 4. Printout of software application and graphic screens.
  - 5. Software license required by and installed for DDC workstations and control systems.
- E. Software Upgrade Kit: For Owner to use in modifying software to suit future systems revisions or monitoring and control revisions.
- F. Operation and Maintenance Data: For HVAC instrumentation and control system to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 01 Section "Operation and Maintenance Data," include the following:

- 1. Maintenance instructions and lists of spare parts for each type of control device and compressed-air station.
- 2. Interconnection wiring diagrams with identified and numbered system components and devices.
- 3. Keyboard illustrations and step-by-step procedures indexed for each operator function.
- 4. Inspection period, cleaning methods, cleaning materials recommended, and calibration tolerances.
- 5. Calibration records and list of set points.

# 1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Automatic control system manufacturer's authorized representative who is trained and approved for installation of system components required for this Project.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- C. Comply with ASHRAE 135 (BACnet) for DDC system components.

# 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Factory-Mounted Components: Where control devices specified in this Section are indicated to be factory mounted on equipment, arrange for shipping of control devices to equipment manufacturer.
- B. System Software: Update to latest version of software at Project completion.

### 1.8 COORDINATION

- A. Coordinate location of thermostats, humidistats, and other exposed control sensors with plans and room details before installation.
- B. Coordinate equipment with Division 26 Section "Lighting Controls" to achieve compatibility with equipment that interfaces with that system.
- C. Coordinate equipment with Division 28 Section "Fire Detection and Alarm" to achieve compatibility with equipment that interfaces with that system.
- D. Coordinate supply of conditioned electrical branch circuits for control units and operator workstation.
- E. Coordinate equipment with Division 26 Section "Motor-Control Centers" to achieve compatibility with motor starters and annunciation devices.

### **PART 2 - PRODUCTS**

### 2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.

### 2.2 CONTROL SYSTEM

- A. Manufacturers:
  - 1. Alerton Inc.
  - 2. Schneider Electric I/A Series . (MC2)
  - 3. Trane; Worldwide Applied Systems Group
- B. Control system shall consist of sensors, indicators, actuators, final control elements, interface equipment, other apparatus, accessories, and software connected to distributed controllers operating in multiuser, multitasking environment on token-passing network and programmed to control mechanical systems. An operator workstation permits interface with the network via dynamic color graphics with each mechanical system, building floor plan, and control device depicted by point-and-click graphics.

### 2.3 DDC EQUIPMENT

- A. Control Units: Modular, comprising processor board with programmable, nonvolatile, random-access memory; local operator access and display panel; integral interface equipment; and backup power source.
  - 1. Units monitor or control each I/O point; process information; execute commands from other control units, devices, and operator stations; and download from or upload to operator workstation.
  - 2. Stand-alone mode control functions operate regardless of network status. Functions include the following:
    - a. Global communications.
    - b. Discrete/digital, analog, and pulse I/O.
    - c. Monitoring, controlling, or addressing data points.
    - d. Software applications, scheduling, and alarm processing.
    - e. Testing and developing control algorithms without disrupting field hardware and controlled environment.
  - 3. Standard Application Programs:
    - a. Electric Control Programs: Demand limiting, duty cycling, automatic time scheduling, start/stop time optimization, night setback/setup, on-off control

Page 222 of 304

- with differential sequencing, staggered start, antishort cycling, PID control, DDC with fine tuning, and trend logging.
- b. HVAC Control Programs: Optimal run time, supply-air reset, and enthalpy switchover.
- c. Chiller Control Programs: Control function of condenser-water reset, chilled-water reset, and equipment sequencing.
- d. Programming Application Features: Include trend point; alarm processing and messaging; weekly, monthly, and annual scheduling; energy calculations; run-time totalization; and security access.
- e. Remote communications.
- f. Maintenance management.
- g. Units of Measure: Inch-pound.
- 4. Local operator interface provides for download from or upload to operator workstation or diagnostic terminal unit.
- 5. ASHRAE 135 BACnet Compliance: Control units shall use ASHRAE 135 protocol and communicate using ISO 8802-3 (Ethernet) datalink/physical layer protocol.
- 6. LonWorks Compliance: Control units shall use LonTalk protocol and communicate using EIA/CEA 709.1 datalink/physical layer protocol.
- B. Local Control Units: Modular, comprising processor board with electronically programmable, nonvolatile, read-only memory; and backup power source.
  - 1. Units monitor or control each I/O point, process information, and download from or upload to operator workstation or diagnostic terminal unit.
  - 2. Stand-alone mode control functions operate regardless of network status. Functions include the following:
    - a. Global communications.
    - b. Discrete/digital, analog, and pulse I/O.
    - c. Monitoring, controlling, or addressing data points.
  - 3. Local operator interface provides for download from or upload to operator workstation or diagnostic terminal unit.
  - ASHRAE 135 BACnet Compliance: Control units shall use ASHRAE 135 protocol and communicate using ISO 8802-3 (Ethernet) datalink/physical layer protocol.
  - 5. LonWorks Compliance: Control units shall use LonTalk protocol and communicate using EIA/CEA 709.1 datalink/physical layer protocol.
- C. I/O Interface: Hardwired inputs and outputs may tie into system through controllers. Protect points so that shorting will cause no damage to controllers.
  - 1. Binary Inputs: Allow monitoring of on-off signals without external power.
  - 2. Pulse Accumulation Inputs: Accept up to 10 pulses per second.
  - 3. Analog Inputs: Allow monitoring of low-voltage (0- to 10-V dc), current (4 to 20 mA), or resistance signals.

- 4. Binary Outputs: Provide on-off or pulsed low-voltage signal, selectable for normally open or normally closed operation with three-position (on-off-auto) override switches and status lights.
- 5. Analog Outputs: Provide modulating signal, either low voltage (0- to 10-V dc) or current (4 to 20 mA) with status lights, two-position (auto-manual) switch, and manually adjustable potentiometer.
- 6. Tri-State Outputs: Provide two coordinated binary outputs for control of three-point, floating-type electronic actuators.
- 7. Universal I/Os: Provide software selectable binary or analog outputs.
- D. Power Supplies: Transformers with Class 2 current-limiting type or overcurrent protection; limit connected loads to 80 percent of rated capacity. DC power supply shall match output current and voltage requirements and be full-wave rectifier type with the following:
  - 1. Output ripple of 5.0 mV maximum peak to peak.
  - 2. Combined 1 percent line and load regulation with 100-mic.sec. response time for 50 percent load changes.
  - 3. Built-in overvoltage and overcurrent protection and be able to withstand 150 percent overload for at least 3 seconds without failure.
- E. Power Line Filtering: Internal or external transient voltage and surge suppression for workstations or controllers with the following:
  - 1. Minimum dielectric strength of 1000 V.
  - 2. Maximum response time of 10 nanoseconds.
  - 3. Minimum transverse-mode noise attenuation of 65 dB.
  - 4. Minimum common-mode noise attenuation of 150 dB at 40 to 100 Hz.

### 2.4 SYSTEM SOFTWARE

## A. General:

- 1. Contractor shall provide all software required for efficient operation of all functions required by this specification. Software shall be modular in design for flexibility in expansion or revision of the system. Software shall, as a minimum, include:
  - a. Complete database entry.
  - b. Configuration of all application programs to provide the sequence of operation indicated.
  - c. Complete graphics package, including graphics floor plans and individual graphics, for each system.
  - d. Alarm limits and alarm messages for all critical and non-critical alarms.
  - e. Configuration of all reports and point summaries indicated.
- 2. System software shall be complete such that each control loop shall function as specified in the Sequence of Operation.
- 3. Building control system manufacturer shall be required to write the software program and test the operation of every control loop. A letter certifying that the

system is ready for inspection shall be submitted to the engineer prior to the controllers being shipped to the field. The Engineer may at his option visit the contractor's office and witness proper operation of each control loop prior to shipping from the contractor's point of fabrication. The control contractor shall provide a means of simulating every input to the system as a requirement for debugging the software. Prior to shipping of the microprocessor controller, the debugged software shall be transmitted to the owner for approval.

- 4. After all field connections have been made and control power is available in the control panel, the owner shall be notified and the control system shall be energized. Any required reloading of the software shall be performed and start-up of the mechanical system and building control system shall commence.
- 5. Building control contractor shall be responsible for all necessary revisions to the software as required to provide a complete and workable system consistent with the letter and intent of the specification. All control performance criteria are specified in the Sequence of Operations section of the specification.
- 6. After the system has operated properly for 90 days following start-up of the final component of the heating and air conditioning systems, an as-built copy of the software shall be transmitted to the owner for permanent record purposes. Any software upgrading or enhancements to improve the system operation or as required for proper operation of the system during the first year of operation is the responsibility of the building control system contractor. Any changes to the software shall be immediately transmitted to the Owner.
- 7. The Building Network Controller shall incorporate the GUI (Graphical User Interface) via a standard web browser. Use of hardware keys or special licenses requirements to access the system with a browser is unacceptable. The Building controller will serve up the web pages on a standalone per building application for the intent that if the WAN is not working, an operator can access the system on site via the building internal network using an IP. A server computer will be located at the energy management office to supervise the remote panels and alarm if the communication is lost as well as any control function alarm. This server computer will also be the area of trending archives.
- 8. Software required to provide the initial operation routines shall not consume more than 70% of the programmable capability of the controller.
- 9. Software shall be provided in these five categories:
  - a. System executive software.
  - b. Software for user control over system configuration at the Central Site location, and by Maintenance Personnel in the field.
  - c. Facility monitoring functions.
  - d. Direct digital control.
  - e. Application software.
- 10. Each category of software shall consist of interactive software modules. Each module shall have an associated priority level and shall execute as determined by the program controller as defined in the real time operating system.
- 11. Building operator shall be able to communicate and direct all control functions through the use of a 2-button "mouse" operator interface to monitor and control all functions and sequences within the system.
- 12. Central site shall allow receipt of alarms and messages while in a functional mode other than energy management. I.e. incoming alarms shall be displayed while the operator is in a word processing, spreadsheet or other operating mode.

The system must automatically switch from a non- energy management mode, respond to an alarm, and return to the exact position left in the previous functional mode.

 Central site must be able to generate standard ASCII file formats to allow use with third-party software (Microsoft Excel) to generate and store ownerdesigned reports.

## B. Systems Software:

- 1. Central site shall display graphically, in up to 64 different colors, the following system information:
  - a. Floor plan maps shall show heating and cooling zones throughout the buildings in a range of colors which provide a visual display of temperature relative to their respective setpoints. The colors shall be updated dynamically as zones' comfort condition change. Locations of space sensors shall also be shown for each zone. Setpoint adjustment and color band displays shall be provided as specified.
  - b. Lighting floor plan maps shall show the status of each individual lighting circuit. When the lights are "on", the area served shall respond in a preselected color. When the lights are "off", the area served shall appear gray.
  - c. Mechanical system graphics shall show the type of mechanical system components serving any zone through the use of a pictorial representation of components. It shall also provide a current status of all I/O points being controlled and applicable to each piece of equipment including analog readouts in appropriate engineering units at appropriate locations on the graphic representation.
  - d. The following information shall be selected from a "pop- up" menu available on various graphics:
    - 1) Alarms.
    - 2) Messages.
    - 3) Module Status.
    - 4) Programming Parameters.
    - 5) Quit.
    - 6) Schedules.
    - 7) Schedule Graphs.
    - 8) Schedule Groups.
    - 9) Setpoints.
    - 10) Trends.
    - 11) Utilities.
  - e. Programming, scheduling and set-point changes shall be accessible for modification on each menu for the associated equipment. Operator shall be able to automatically download changes from the central site to the appropriate program for the equipment being controlled. Operator shall be able to upload information from the field modules to the central site.
- 2. Input Format:

a. Allowable operators, as defined under user access, shall be able to control system functions by their inputs at an appropriate user terminal. Primary operator interface shall be via two button mouse.

# 3. Verification of Operator Input:

a. System shall acknowledge all inputs as functions or commands to be performed. System's handling of operator inputs, such as requests to start a motor, output a log, change a time program, acknowledge an alarm, or do any of the other commands described in this specification, shall be in a similar format.

# 4. Operator Commands:

a. All operator commands shall be in graphics data base and menu driven. After the operator selects the desired object item or menu, the system shall display either the status of selected object item or the allowable options available. Upon entry of a command to the point or points desired as described above, the system shall, before performing any command requested and any entered data. System shall include error monitoring software for user's input error.

# 5. Output Format:

- a. The system shall operate on a System Format basis, regardless of the manner or hardware configuration in which the data is acquired. A "system" shall consist of a logical grouping of data points, related to a piece of mechanical equipment, an energy distribution system, or an architectural area. For example, in some cases, it may be desired to display, as a single system, a space temperature with its associated air handling unit, and in other cases to display all space temperatures on a floor or in a building. The DDC shall allow such determinations to be made without regard to the physical hardware locations of a point or group of points. Likewise, the system shall accommodate future changes of system grouping and operations without field hardware changes.
- b. All displays and logs shall contain a header line indicating date, day-of-week, and time.
- c. All output displays or logs of a point or group of points shall contain, as a minimum, the following information:
  - 1) Graphic presentation of the System.
  - 2) User name of point.
  - 3) Point descriptor.
  - 4) Current value/status.
  - 5) Associated engineering units.
  - Alarm description.
- d. User names, point descriptors, and engineering units shall be operator definable on a per point basis.

#### 6. Set points:

- a. System shall utilize a contiguous band of colors each corresponding to actual zone temperatures relative to the desired heating and cooling setpoints. The ideal temperature shall be shown as a green color band. This color band corresponds to the dead band between the onset of mechanical heating or cooling. Temperatures warmer than ideal shall be shown in orange.
- b. Temperatures cooler than ideal shall be blue. All alarm colors shall be in red.
- c. System shall be capable of utilizing the mouse operator interface device to change individual zone temperature setpoints. The change shall be accomplished by pointing to a graphic temperature bar and by depressing a button, moving the mouse cursor to an increased or decreased temperature set-point within that zone. System shall also be capable of utilizing the mouse interface device or a conventional keyboard to change a numeric temperature set-point value instead of utilizing the graphic temperature bar. Floor plan graphic shall then be able to change colors on a zone by zone basis to reflect the actual temperature in each zone relative to the changed desired heating or cooling set-point.
- d. System shall be capable of globally changing all setpoints. The global change capability shall be accessed via a "pop up menu" called by depressing a button on the mouse.

# 7. Graphic Structure and Hardware:

- a. The intent of the graphics is to ensure the operator is always aware of his position within the system as well as how to logically progress through the graphical hierarchy to select any desired graphic or other source of information. The GUI will be served as a web page and access from any computer without any special software or hardware keys. The building network controller will hold the graphics for standalone operation. A computer on site will not be acceptable to serve the graphics. The sever computer will have the ability to access the system for engineering from the owner, alarming archives and alarms, remote monitoring of the health of the communications to the field devices and to archive the trend collection data from the building controllers. The web pages will follow a minimum Graphical layout shall be as follows:
  - 1) Main greeting page will have links for all building monitored for quick access.
  - 2) Once a building is selected a picture of the building will be displayed along with a menu of all systems controlled from this section. There will also be links for the floor plans.
  - 3) Once the floor plan has been chosen, the selected graphic page will display the architectural floor plan. This plan will have temperature readings and Setpoints of all VAV's within this floor. There will also be links or button depicting the location and equipment number that is serving that area. This link will hyperlink into the graphic of the AHU. The temperature and setpoint reading will hyperlink to the selected VAV grahic for further review. If the floor has too many VAV data readings to display for an easy reading the floor plan may be broken into sections so that the view is easily readable.

- 4) Graphical VAV The VAV box will be a graphical representation of a VAV box. The data shown on the box will be as follows:
  - a) Box Flow
  - b) Box Flow Trend hyperlink
  - c) Box Flow Setpoint
  - d) Box Flow Trend hyperlink
  - e) Box Flow Min Setpoint
  - f) Box Flow Max Setpoint
  - g) Box Flow Reheat Min Setpoint (if applicable)
  - h) Reheat Stage Commands (if applicable)
  - i) Supply Air Temperature (with reheat)
  - j) Room Setpoint
  - k) Room Setpoint Trend hyperlink
  - I) Room Temperature
  - m) Room Temperature Trend hyperlink
  - n) Room Humidity (If applicable)
  - o) Room Humidity Trend hyperlink
  - p) Room Humidity Setpoint (if applicable)
  - q) Room Humidiy Setpoint Trend hyperlink
  - r) All points above to show a different status color if overridden
- 5) Graphical AHU The AHU will be a graphical representation of the physical air handling unit specified. The data will be located on the AHU as physically located on the unit. The data on the AHU will be as follows:
  - a) Schedule for Unit hyperlink link to the scheduling editor
  - b) Schedule for Ventalation hyperlink link to the scheduling editor.
  - c) Occupied/Unoccupied status for each schedule
  - d) Fan command
  - e) Fan status
  - f) Fan speed
  - g) Fan VFD alarm
  - h) Temperature sensors as specified in the control sequence of operation and trending points
  - i) All setpoints as specified in the sequence of operation
  - j) Example VAV AHU will have a supply air temperature and setpoint
  - k) Supply air static and trend hyperlink
  - I) Supply air static Setpoint and trend hyperlink
  - m) Return air damper position
  - n) Outside air damper position
  - o) Outside air flow and trend hyperlink
  - p) Outside air flow setpoint and trend hyperlink
  - q) Outside air heater command
  - r) Outside air heater setpoint
  - s) Any misc points needed from a sequence of operation
  - t) All points above to show a different status color if overridden

Page 229 of 304

- 6) Grapical Chiller plant The plant will be a graphical representation of the physical chiller plant as specified and installed. The data will be located on the graphical screen as physically installed in the plant.
  - a) All Chiller interface data
  - b) Enable/Disable of Chillers and isolation valves
  - c) Primary pump command and status
  - d) Secondary Pump command, status, speed, and general alarm from the VFD.
  - e) Flow meters
  - f) Temperature sensors
- 7) Misc. Points and graphical screens
- b. Graphical representation of text on thes screens The text blocks will have an opposing color for easier reading
- c. Graphical representation of the trends each point to be trended will have a icon next to the point being trended. This icon will hyperlink to the trending chart builder for the individual trend screen. A trend icon on the main building screen will be a trendchart builder. This trend builder will allow to selct multiple trends from a list, pick whether recent trending data or archived (in the server), date range, etc. Then after selection the tred chart builder will compile the data and build the trend for viewing or exporting to a spread sheet. This all happens with a standard web browser.
- d. A text block for an overridable point shall be highlighted when a mouse is scrolled over an object. When the text block and or pint is overridden the graphical point will turn to a different color. This allows for easy viewing of which points are overridden on a graphic screen.
- 8. User Access Restriction. Operator sign-on shall require an assignable password. Passwords shall have six (6) levels of system access or user defined:
  - a. Level 1 Trainee: The level shall allow readout of data only. System shall display all operation data base.
  - b. Level 2 Maintenance 1: This level shall allow all of Level 1 functions plus the changing of all schedules.
  - c. Level 3 Maintenance 2: This level shall allow performance of Level 2 functions plus the changing of all set points.
  - d. Level 4 Supervisor: This level shall allow performance of Level 3 functions plus the changing of all system parameters.
  - e. Level 5 System Programmer: This level shall allow performance of Level 4 functions plus the modifying the system configuration.
  - f. Level 6 System Manager: This level shall allow performance of Level 5 functions plus the changing of passwords.
- 9. Power Failure/Automatic Restart:
  - a. Power failures shall cause the system to go into an orderly shutdown with no loss of program memory.
  - b. Upon resumption of power, the system shall automatically restart and printout the time and date of the power failure and restoration at the Central

Site. "Restart" program shall automatically restart affected field equipment. Operator shall be able to define an automatic power up time delay for each piece of equipment under control.

- c. User Control Over System Configuration:
  - Database Creation and Modification. All changes shall be done utilizing standard procedures and be capable of being done while the system is on-line and operational. The system shall allow changes to be made through the portable operator terminal and form the central site. To aid the user, instructive prompting software shall be provided.
  - 2) System shall permit the operator, with proper password, to perform as a minimum the following:
    - a) Add and delete points.
    - b) Modify point parameters.
    - c) Create and modify control sequences.
    - d) Reconfigure application programs.
    - e) Add and/or modify graphics.
  - All data points within the database shall be completely accessible as independent or dependent variables for custom programming, calculation, interlocking, or manipulation.
  - 4) Graphics Software:
    - a) Graphics software shall permit the easy construction of infinitely variable shapes and sizes through the use of the mouse pointing device.
    - b) A selection of 64 colors and various fill textures, line types and text styles shall all be accessible through the use of the mouse interface. The software shall resemble many of the computer aided design programs currently available and allow graphics to be easily moved, edited, added or deleted.
    - c) Graphics software shall be fully implemented and operational to accomplish the following:
      - (1) Create a new graphic picture.
      - (2) Modify a portion of a graphic picture.
      - (3) Delete a graphic picture, or any portion thereof.
      - (4) Call up a graphic picture.
      - (5) Cancel the display of a graphic picture.
      - (6) Assign conditions which automatically initiate the display.
      - (7) Overlay alphanumeric and graphics.
      - (8) Save the graphic picture.
      - (9) Display latest process data fully integrated with the graphic display
- d. Facility Management Functions:
  - 1) Trend Logging:

- System shall be able to trend and display either numerically or graphically any analog or digital points in the system.
- b) System shall be able to simultaneously graphically display any two trended points within a module function block or any point in the module versus the outside air temperature, enthalpy or relative humidity.
- c) Each field module shall be capable of storing the most recent 60 samples for each single trend point or the most recent 30 samples for each of two trended points from one module function block.
- d) Each module shall be capable of automatically uploading on a daily basis all accumulated trend data to the central site for permanent storage on hard disk.

# 2) Run Time:

- a) System shall provide run time information for all digital output and input points on command from the operator. Maximum run time limits shall be operator definable and shall be capable of automatically issuing a visual when the run time maximum is exceeded. Operator shall be able to reset the run time accumulator.
- b) Run time hours and start time date shall be retained in non-volatile module memory.
- Each module shall be capable of automatically uploading all accumulated data to the central site for permanent storage on hard disk.

### 3) Alarm Conditions and Maintenance Messages:

- a) Central site shall allow receipt of alarms and messages while in a functional mode other than energy management. i.e., Incoming alarms shall be displayed and generate an audible alarm while the operator is utilizing another mode such as word processing and allow the operator to automatically return to word processing after the alarm is received.
- b) System shall distinguish between alarms and messages with alarms having a higher priority.
- c) System shall be capable of calling up to three different remote locations to deliver an alarm or message through E-Mail, E-Page or alphanumeric page. Operator shall determine if alarms or messages are to be based on temperature limit, status or off-normal reporting.
- d) System shall be capable of printing maintenance messages when run time accumulation maximum limits are exceeded.
- e) Text for operator alarm and messages shall be operator definable. System shall be capable of storing at least 100 messages each of any length. Generic messages used for multiple points throughout the system shall only count as one message. In the event the central site is powered down, alarms shall be stored in the modules until the central site is restored.

- f) Central site shall be capable of transferring all alarms to hard disk for storage.
- 4) Reports and Archiving:
  - a) Field modules shall be capable of calling the central site during off peak phone rate hours to automatically upload all current and accumulated data. This shall be delivered to the central site for printing and/or permanent storage on hard disk. The system shall further be capable of transferring hard disk information onto a CD or USB external drive for remote site storage.
  - b) System shall be capable of reporting and archiving the following information as a minimum:
    - (1) Outside air temperature history and degree day history.
    - (2) Electric demand and usage history.
    - (3) All trended points.
    - (4) All alarms and messages.
    - (5) Equipment runtime information.
  - c) The system shall also provide the following additional reports for which archiving is not applicable:
    - (1) All points summary.
    - (2) Building operating schedules.
    - (3) Printout of any graphic screen.
  - d) System shall be capable of providing all points summaries on a hierarchical basis. e.g., only the points associated with a particular graphic shall be selectable and printed. For example, if the operator is viewing an air handling unit (AHU), he may request an all points summary at this level and receive only the points associated with the AHU. If the building is being viewed and an all points summary selected, all building points will be listed. Similarly, the system shall print building operating schedules pertinent to the graphic level being viewed, e.g., if a zone or tenant zone group is being viewed on the graphic display, then the system shall be capable of printing the building operating schedules for the zone or tenant zone group. If the entire building graphic is being viewed, the system shall be capable of printing schedules at the building level. All systems reports shall be capable to being viewed at the operators' terminal and printed at the operator's discretion.
- e. Direct Digital Control Software:
  - System shall continuously perform DDC functions at the local DDC controller in a stand-alone mode. The operator shall be able to design and modify the control loops to meet the requirements of the system being operated. Operators shall use system provided

displays for tuning of PID loops. These displays shall include the past three input variable values, the set point for the loop as well as the sample interval and the results of the proportional, integral and derivative effects of the final output.

- 2) Each Controller shall perform the following functions:
  - a) Identify and report alarm conditions.
  - b) Execute DDC algorithms.
  - c) Execute all application programs indicated on the I/O Summary table.
  - d) Trend and store data.
- 3) In the event of a Controller failure, all points under its control shall be commanded to the failure mode.
- 4) All DDC software shall reside in the respective DDC Controller.
- f. Application Software:
  - Application software shall be as required to produce the sequence of operation specified.

### 2.5 ELECTRONIC SENSORS

- A. Description: Vibration and corrosion resistant; for wall, immersion, or duct mounting as required.
- B. Temperature Sensors: 10K resistor style.
  - 1. Accuracy: Plus or minus 0.35 deg F (0.2 deg C) at calibration point.
  - 2. Wire: Twisted, shielded-pair cable.
  - 3. Insertion Elements in Ducts: Single point, 8 inches (200 mm) long; use where not affected by temperature stratification or where ducts are smaller than 9 sq. ft. (0.84 sq. m).
  - 4. Averaging Elements in Ducts: 36 inches (915 mm) long, flexible; use where prone to temperature stratification or where ducts are larger than 10 sq. ft. (1 sq. m).
  - 5. Insertion Elements for Liquids: Brass or stainless-steel socket with minimum insertion length of 2-1/2 inches (64 mm).
  - 6. Room Sensor Cover Construction: Manufacturer's standard covers.
    - a. Set-Point Adjustment: Exposed but disable.
    - b. Set-Point Indication: Exposed.
    - c. Thermometer: Digital temperature display.
    - d. Color: Beige
    - e. Orientation: Vertical.
    - f. Occupancy Override: Exposed only for office and classrooms.
  - 7. Outside-Air Sensors: Watertight inlet fitting, shielded from direct sunlight.
- C. Humidity Sensors: Bulk polymer sensor element.

7/24/2018 12:16 PM

- 1. Accuracy: 2 percent full range with linear output.
- 2. Room Sensor Range: 0 to 100 percent relative humidity.
- 3. Room Sensor Cover Construction: Manufacturer's standard covers.
  - a. Set-Point Adjustment: Concealed.
  - b. Set-Point Indication: Exposed.
  - c. Humidity: Digital humidity display
  - d. Color: Beige.
  - e. Orientation: Vertical.
- 4. Calibration: Single point.

#### D. Pressure Transmitters/Transducers:

- 1. Static-Pressure Transmitter: Nondirectional sensor with suitable range for expected input, and temperature compensated.
  - a. Accuracy: 2 percent of full scale with repeatability of 0.5 percent.
  - b. Output: 4 to 20 mA.
  - c. Building Static-Pressure Range: 0- to 0.25-inch wg (0 to 62 Pa).
  - d. Duct Static-Pressure Range: 0- to 5-inch wg (0 to 1240 Pa).
- 2. Water Pressure Transducers: Stainless-steel diaphragm construction, suitable for service; minimum 150-psig (1034-kPa) operating pressure; linear output 4 to 20 mA.
- 3. Water Differential-Pressure Transducers: Stainless-steel diaphragm construction, suitable for service; minimum 150-psig (1034-kPa) operating pressure and tested to 300-psig (2070-kPa); linear output 4 to 20 mA.
- 4. Differential-Pressure Switch (Air or Water): Snap acting, with pilot-duty rating and with suitable scale range and differential.
- 5. Pressure Transmitters: Direct acting for gas, liquid, or steam service; range suitable for system; linear output 4 to 20 mA.
- E. Room sensor accessories include the following:
  - 1. Guards: Metal wire, tamperproof for sensors located in gymnasiums, locker room, corridors, cafeteria, media center and multipurpose rooms.

#### 2.6 STATUS SENSORS

- A. Status Inputs for Fans: Differential-pressure switch with pilot-duty rating and with adjustable range of 0- to 5-inch wg (0 to 1240 Pa).
- B. Status Inputs for Pumps: Differential-pressure switch with pilot-duty rating and with adjustable pressure-differential range of 8 to 60 psig (55 to 414 kPa), piped across pump.
- C. Current Switches: Self-powered, solid-state with adjustable trip current, selected to match current and system output requirements.

- D. Electronic Valve/Damper Position Indicator: Visual scale indicating percent of travel and 2- to 10-V dc, feedback signal.
- E. Water-Flow Switches: Bellows-actuated mercury or snap-acting type with pilot-duty rating, stainless-steel or bronze paddle, with appropriate range and differential adjustment, in NEMA 250, Type 1 enclosure.

#### 2.7 GAS DETECTION EQUIPMENT

A. Carbon Dioxide Sensor and Transmitter: Single detectors using solid-state infrared sensors; suitable over a temperature range of 23 to 130 deg F (minus 5 to plus 55 deg C) and calibrated for 0 to 2 percent, with continuous or averaged reading, 4- to 20mA output;, for wall mounting.

### 2.8 FLOW MEASURING STATIONS

- A. Duct Airflow Station: Thermal Dispersion Technology.
  - 1. Manufacturers:
    - a. Ebtron.
    - b. Tekair.
  - Each measuring device shall consist of one or more multi-point measuring probes and single microprocessor-base transmitter. Each transmitter shall have an LCD display capable of displaying airflow and temperature. Airflow shall be field configurable to display as a velocity or volumetric rate. Each transmitter shall operate at 24V.
  - 3. Each sensing point shall independently determine the airflow rate and temperature, which shall be equally weighted and average by the transmitter prior to the output. Devices, which average multiple non-linear sensing points signals, are not acceptable. Pitot tubes arrays are not acceptable.
  - 4. The operation air flow range shall be  $0 5{,}000$  FPM.
  - 5. The operation temperature range for the measuring probes shall be -20°F to 160°F.
  - 6. Accuracy: Each independent airflow sensor shall have a laboratory accuracy of ±2% and each independent temperature sensor shall have a laboratory accuracy of ±0.15°F.
  - 7. The transmitter shall be capable of communicating with the host controls using the following interface options:
    - a. Linear analog output signal: Field selectable, fuse protected and isolated, 0-10VDC and 4-20mA (4-wire).
    - b. LonWorks Free Topology.
- B. Pipe Flow Metter: Electromagnetic Flow Meter.
  - 1. Manufacturer:

- a. Onicon.
- 2. Accuracy: ±1.0% of reading at calibration velocity.
- 3. Sensing Method: Electromagnetic sensing (no moving parts).
- 4. Pipe Size Range: 3" through 72".
- 5. Supply Voltage: 24 V AC/DC at 250 mA.
- 6. Liquid Temperature Range: 15°F to 250°F peak.
- 7. Operating Pressure: 400 psi.

#### 2.9 ENERGY METER

- A. BTU Meter.
  - 1. Manufacturer:
    - a. Onicon
  - 2. Accuracy: Differential temperature accuracy ±0.15°F.
  - 3. Memory: Non-volatile EEPROM memory retains all parameters and totalized values in the event of power loss.
  - 4. Flow meter: Flow meter by Onicon. Flow meter shall met the requirements of section 2.7.C on these specifications.
  - 5. Temperature sensors: Solid state sensors.
  - 6. Temperature Range: 32°F to 200°F.
  - 7. Display: Alpanumeric LCD display total energy, total flow, energy rate, flow rate, supply temperature and return temperature.
  - 8. Output Signal: LonWorks or BACnet.

#### 2.10 THERMOSTATS

A. Line-Voltage, On-Off Thermostats: Bimetal-actuated, open contact or bellows-actuated, enclosed, snap-switch or equivalent solid-state type, with heat anticipator; listed for electrical rating of 125% of service equipment; with exposed set-point adjustment, 55 to 85 deg F (13 to 30 deg C) set-point range, and 2 deg F (1 deg C) maximum differential.

#### 2.11 ACTUATORS

- A. Electric Motors: Size to operate with sufficient reserve power to provide smooth modulating action or two-position action.
  - 1. Comply with requirements in Division 23 Section "Common Motor Requirements for HVAC Equipment."
  - 2. Permanent Split-Capacitor or Shaded-Pole Type: Gear trains completely oil immersed and sealed. Equip spring-return motors with integral spiral-spring mechanism in housings designed for easy removal for service or adjustment of limit switches, auxiliary switches, or feedback potentiometer.

- 3. Nonspring-Return Motors for Valves Larger Than NPS 2-1/2 (DN 65): Size for running torque of 150 in. x lbf (16.9 N x m) and breakaway torque of 300 in. x lbf (33.9 N x m).
- 4. Spring-Return Motors for Valves Larger Than NPS 2-1/2 (DN 65): Size for running and breakaway torque of 150 in. x lbf (16.9 N x m).
- 5. Nonspring-Return Motors for Dampers Larger Than 25 Sq. Ft. (2.3 sq. m): Size for running torque of 150 in. x lbf (16.9 N x m) and breakaway torque of 300 in. x lbf (33.9 N x m).
- 6. Spring-Return Motors for Dampers Larger Than 25 Sq. Ft. (2.3 sq. m): Size for running and breakaway torque of 150 in. x lbf (16.9 N x m).
- B. Electronic Actuators: Direct-coupled type designed for minimum 60,000 full-stroke cycles at rated torque.
  - 1. Manufacturers:
    - a. Belimo Aircontrols (USA), Inc.
    - b. Schneider Electric Dura Drive
  - 2. Valves: Size for torque required for valve close off at maximum pump differential pressure.
  - 3. Dampers: Size for running torque calculated as follows:
    - a. Parallel-Blade Damper with Edge Seals: 7 inch-lb/sq. ft. (86.8 kg-cm/sq. m) of damper.
    - b. Opposed-Blade Damper with Edge Seals: 5 inch-lb/sq. ft. (62 kg-cm/sq. m) of damper.
    - c. Parallel-Blade Damper without Edge Seals: 4 inch-lb/sq. ft (49.6 kg-cm/sq. m) of damper.
    - d. Opposed-Blade Damper without Edge Seals: 3 inch-lb/sq. ft. (37.2 kg-cm/sq. m) of damper.
    - e. Dampers with 2- to 3-Inch wg (500 to 750 Pa) of Pressure Drop or Face Velocities of 1000 to 2500 fpm (5 to 13 m/s): Increase running torque by 1.5.
    - f. Dampers with 3- to 4-Inch wg (750 to 1000 Pa) of Pressure Drop or Face Velocities of 2500 to 3000 fpm (13 to 15 m/s): Increase running torque by 2.0.
  - 4. Coupling: V-bolt and V-shaped, toothed cradle.
  - 5. Overload Protection: Electronic overload or digital rotation-sensing circuitry.
  - 6. Fail-Safe Operation: Mechanical, spring-return mechanism. Provide external, manual gear release on nonspring-return actuators.
  - 7. Power Requirements (Two-Position Spring Return): 24-V ac.
  - 8. Power Requirements (Modulating): Maximum 10 VA at 24-V ac or 8 W at 24-V dc.
  - 9. Proportional Signal: 2- to 10-V dc or 4 to 20 mA, and 2- to 10-V dc position feedback signal.
  - 10. Temperature Rating: Minus 22 to plus 122 deg F (Minus 30 to plus 50 deg C).
  - 11. Temperature Rating (Smoke Dampers): Minus 22 to plus 250 deg F (Minus 30 to plus 121 deg C).
  - 12. Run Time: 12 seconds open, 5 seconds closed.

Page 238 of 304

### 2.12 CONTROL VALVES

- A. Manufacturers:
  - 1. Belimo.
  - 2. Schneider Electric
- B. Control Valves: Factory fabricated, of type, body material, and pressure class based on maximum pressure and temperature rating of piping system, unless otherwise indicated.
- C. Butterfly Valves: 200-psig (1380-kPa), 150-psig (1034-kPa) maximum pressure differential, ASTM A 126 cast-iron or ASTM A 536 ductile-iron body and bonnet, extended neck, stainless-steel stem, field-replaceable EPDM or Buna N sleeve and stem seals.
  - 1. Body Style: Wafer or Grooved.
  - 2. Disc Type: Nickel-plated ductile iron.
  - 3. Sizing: 1-psig (7-kPa) maximum pressure drop at design flow rate.
- D. Terminal Unit Control Valves: Bronze body, bronze trim, two or three ports as indicated, replaceable plugs and seats, and union and threaded ends.
  - 1. Rating: Class 125 for service at 125 psig (860 kPa) and 250 deg F (121 deg C) operating conditions.
  - 2. Sizing: 3-psig (21-kPa) maximum pressure drop at design flow rate, to close against pump shutoff head.
  - 3. Flow Characteristics: Two-way valves shall have equal percentage characteristics; three-way valves shall have linear characteristics.

### 2.13 DAMPERS

- A. Dampers: AMCA-rated, parallel-blade for return air damper and opposed blade for outside air and relief air design; 0.108-inch- (2.8-mm-) minimum thick, galvanized-steel or 0.125-inch- (3.2-mm-) minimum thick, extruded-aluminum frames with holes for duct mounting; damper blades shall not be less than 0.064-inch- (1.6-mm-) thick galvanized steel with maximum blade width of 8 inches (200 mm) and length of 48 inches (1220 mm).
  - 1. Secure blades to 1/2-inch- (13-mm-) diameter, zinc-plated axles using zincplated hardware, with oil-impregnated sintered bronze blade bearings, bladelinkage hardware of zinc-plated steel and brass, ends sealed against springstainless-steel blade bearings, and thrust bearings at each end of every blade.
  - 2. Operating Temperature Range: From minus 40 to plus 200 deg F (minus 40 to plus 93 deg C).
  - 3. Edge Seals, Standard Pressure Applications: Closed-cell neoprene.
  - 4. Edge Seals, Low-Leakage Applications: Use replaceable rubber blade seals and spring-loaded stainless-steel side seals, rated for leakage at less than 10 cfm per sq. ft. (50 L/s per sq. m) of damper area, at differential pressure of 4-inch wg

(1000 Pa) when damper is held by torque of 50 in. x lbf (5.6 N x m); when tested according to AMCA 500D.

#### 2.14 CONTROL CABLE

A. Electronic and fiber-optic cables for control wiring are specified in Division 27 Section "Data Communications Integrations."

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

## 3.1 **EXAMINATION**

A. Verify that power supply is available to control units and operator workstation.

### 3.2 INSTALLATION

- A. Install software in control units and operator workstation(s). Implement all features of programs to specified requirements and as appropriate to sequence of operation.
- B. Connect and configure equipment and software to achieve sequence of operation specified.
- C. Verify location of thermostats, humidistats, and other exposed control sensors with Drawings and room details before installation. Install devices 48 inches (1220 mm) above the floor.
  - 1. Install averaging elements in ducts and plenums in crossing or zigzag pattern.
- D. Install automatic dampers according to Division 23 Section "Air Duct Accessories."
- E. Install damper motors on outside of duct in warm areas, not in locations exposed to outdoor temperatures.
- F. Install labels and nameplates to identify control components according to Division 23 Section "Identification for HVAC Piping and Equipment."
- G. Install hydronic instrument wells, valves, and other accessories according to Division 23 Section "Hydronic Piping."
- H. Install duct volume-control dampers according to Division 23 Sections specifying air ducts.
- I. Install electronic and fiber-optic cables according to Division 27 Section "Communications Horizontal Cabling."

### 3.3 ELECTRICAL WIRING AND CONNECTION INSTALLATION

- A. Install raceways, boxes, and cabinets according to Division 26 Section "Raceway and Boxes for Electrical Systems."
- B. Install building wire and cable according to Division 26 Section "Low-Voltage Electrical Power Conductors and Cables."
- C. Install signal and communication cable according to Division 27 Section "Communications Horizontal Cabling."
  - 1. Conceal cable, except in mechanical rooms and areas where other conduit and piping are exposed.
  - 2. Install exposed cable in raceway.
  - 3. Install concealed cable in raceway.
  - 4. Bundle and harness multiconductor instrument cable in place of single cables where several cables follow a common path.
  - 5. Fasten flexible conductors, bridging cabinets and doors, along hinge side; protect against abrasion. Tie and support conductors.
  - 6. Number-code or color-code conductors for future identification and service of control system, except local individual room control cables.
  - 7. Install wire and cable with sufficient slack and flexible connections to allow for vibration of piping and equipment.
- D. Connect manual-reset limit controls independent of manual-control switch positions. Automatic duct heater resets may be connected in interlock circuit of power controllers.
- E. Connect hand-off-auto selector switches to override automatic interlock controls when switch is in hand position.

#### 3.4 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust field-assembled components and equipment installation, including connections, and to assist in field testing. Report results in writing.
- B. Perform the following field tests and inspections and prepare test reports:
  - Operational Test: After electrical circuitry has been energized, start units to confirm proper unit operation. Remove and replace malfunctioning units and retest.
  - 2. Test and adjust controls and safeties.
  - 3. Test calibration of electronic controllers by disconnecting input sensors and stimulating operation with compatible signal generator.
  - 4. Test each point through its full operating range to verify that safety and operating control set points are as required.
  - 5. Test each control loop to verify stable mode of operation and compliance with sequence of operation. Adjust PID actions.
  - 6. Test each system for compliance with sequence of operation.
  - 7. Test software and hardware interlocks.

### C. DDC Verification:

- 1. Verify that instruments are installed before calibration, testing, and loop or leak checks.
- 2. Check instruments for proper location and accessibility.
- 3. Check instrument installation for direction of flow, elevation, orientation, insertion depth, and other applicable considerations.
- 4. Check instrument tubing for proper fittings, slope, material, and support.
- 5. Check installation of air supply for each instrument.
- 6. Check flow instruments. Inspect tag number and line and bore size, and verify that inlet side is identified and that meters are installed correctly.
- 7. Check pressure instruments, piping slope, installation of valve manifold, and self-contained pressure regulators.
- 8. Check temperature instruments and material and length of sensing elements.
- 9. Check control valves. Verify that they are in correct direction.
- 10. Check DDC system as follows:
  - a. Verify that DDC controller power supply is from emergency power supply, if applicable.
  - b. Verify that wires at control panels are tagged with their service designation and approved tagging system.
  - c. Verify that spare I/O capacity has been provided.
  - d. Verify that DDC controllers are protected from power supply surges.
- D. Replace damaged or malfunctioning controls and equipment and repeat testing procedures.

# 3.5 ADJUSTING

- A. Calibrating and Adjusting:
  - 1. Calibrate instruments.
  - 2. Make three-point calibration test for both linearity and accuracy for each analog instrument.
  - 3. Calibrate equipment and procedures using manufacturer's written recommendations and instruction manuals. Use test equipment with accuracy at least double that of instrument being calibrated.
  - 4. Control System Inputs and Outputs:
    - a. Check analog inputs at 0, 50, and 100 percent of span.
    - b. Check analog outputs using milliampere meter at 0, 50, and 100 percent output.
    - c. Check digital inputs using jumper wire.
    - d. Check digital outputs using ohmmeter to test for contact making or breaking.
    - e. Check resistance temperature inputs at 0, 50, and 100 percent of span using a precision-resistant source.
  - 5. Flow:

- a. Set differential pressure flow transmitters for 0 and 100 percent values with 3-point calibration accomplished at 50, 90, and 100 percent of span.
- b. Manually operate flow switches to verify that they make or break contact.

#### 6. Pressure:

- a. Calibrate pressure transmitters at 0, 50, and 100 percent of span.
- b. Calibrate pressure switches to make or break contacts, with adjustable differential set at minimum.

### 7. Temperature:

- a. Calibrate resistance temperature transmitters at 0, 50, and 100 percent of span using a precision-resistance source.
- b. Calibrate temperature switches to make or break contacts.
- 8. Stroke and adjust control valves and dampers without positioners, following the manufacturer's recommended procedure, so that valve or damper is 100 percent open and closed.
- 9. Stroke and adjust control valves and dampers with positioners, following manufacturer's recommended procedure, so that valve and damper is 0, 50, and 100 percent closed.
- 10. Provide diagnostic and test instruments for calibration and adjustment of system.
- Provide written description of procedures and equipment for calibrating each type of instrument. Submit procedures review and approval before initiating startup procedures.
- B. Adjust initial temperature and humidity set points.
- C. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting system to suit actual occupied conditions. Provide up to three visits to Project during other than normal occupancy hours for this purpose.

## 3.6 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain HVAC instrumentation and controls. Refer to Division 01 Section "Demonstration and Training."

#### **END OF SECTION 23 09 00**

7/24/2018 12:16 PM

### **SECTION 23 21 13**

## **HYDRONIC PIPING**

#### **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 pipe and fitting materials, joining methods, special-duty valves, and specialties for the following:
  - 1. Chilled-water piping.
  - 2. Makeup-water piping.
  - 3. Air-vent piping.

## 1.3 **DEFINITIONS**

A. PTFE: Polytetrafluoroethylene.

## 1.4 PERFORMANCE REQUIREMENTS

- A. Hydronic piping components and installation shall be capable of withstanding the following minimum working pressure and temperature:
  - 1. Chilled-Water Piping: 125 psig (862 kPa) at 200 deg F (93 deg C).
  - 2. Makeup-Water Piping: 80 psig (552 kPa) at 150 deg F (66 deg C).
  - 3. Air-Vent Piping: 200 deg F (93 deg C).

#### 1.5 SUBMITTALS

- A. Product Data: For each type of the following:
  - 1. Valves. Include flow and pressure drop curves based on manufacturer's testing for calibrated-orifice balancing valves and automatic flow-control valves.
  - 2. Air control devices.
  - 3. Chemical treatment.
  - Hydronic specialties.
- B. Welding certificates.

- C. Field quality-control test reports.
- D. Operation and Maintenance Data: For air control devices, hydronic specialties, and special-duty valves to include in emergency, operation, and maintenance manuals.
- E. Water Analysis: Submit a copy of the water analysis to illustrate water quality available at Project site.

### 1.6 QUALITY ASSURANCE

- A. Steel Support Welding: Qualify processes and operators according to AWS D1.1/D1.1M, "Structural Welding Code Steel."
- B. Welding: Qualify processes and operators according to ASME Boiler and Pressure Vessel Code: Section IX.
  - Comply with provisions in ASME B31 Series, "Code for Pressure Piping."
  - 2. Certify that each welder has passed AWS qualification tests for welding processes involved and that certification is current.
- C. ASME Compliance: Comply with ASME B31.9, "Building Services Piping," for materials, products, and installation. Safety valves and pressure vessels shall bear the appropriate ASME label. Fabricate and stamp air separators and expansion tanks to comply with ASME Boiler and Pressure Vessel Code: Section VIII, Division 01.

### 1.7 EXTRA MATERIALS

- A. Water-Treatment Chemicals: Furnish enough chemicals for initial system startup and for preventive maintenance for one year from date of Substantial Completion.
- B. Differential Pressure Meter: For each type of balancing valve and automatic flow control valve, include flowmeter, probes, hoses, flow charts, and carrying case.

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

### 2.1 COPPER TUBE AND FITTINGS

- A. Drawn-Temper Copper Tubing: ASTM B 88, Type L (ASTM B 88M, Type B).
- B. Annealed-Temper Copper Tubing: ASTM B 88, Type K (ASTM B 88M, Type A).
- C. Copper, Mechanically Formed Tee Option: For forming T-branch on copper water tube.
- D. Wrought-Copper Unions: ASME B16.22.

### 2.2 STEEL PIPE AND FITTINGS

- A. Steel Pipe: ASTM A 53/A 53M, black steel with plain ends; type, grade, and wall thickness as indicated in Part 3 "Piping Applications" Article.
- B. Wrought-Steel Fittings: ASTM A 234/A 234M, wall thickness to match adjoining pipe.
- C. Wrought Cast- and Forged-Steel Flanges and Flanged Fittings: ASME B16.5, including bolts, nuts, and gaskets of the following material group, end connections, and facings:
  - 1. Material Group: 1.1.
  - 2. End Connections: Butt welding.
  - 3. Facings: Raised face.
- D. Grooved Mechanical-Joint Fittings and Couplings:
  - 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Anvil International, Inc.
    - b. Grinnell.
    - c. Victaulic.
  - 2. Joint Fittings: ASTM A 536, Grade 65-45-12 ductile iron; ASTM A 47/A 47M, Grade 32510 malleable iron; ASTM A 53/A 53M, Type F, E, or S, Grade B fabricated steel; or ASTM A 106, Grade B steel fittings with grooves or shoulders constructed to accept grooved-end couplings; with nuts, bolts, locking pin, locking toggle, or lugs to secure grooved pipe and fittings.
  - 3. Couplings: Ductile- or malleable-iron housing and synthetic rubber gasket of central cavity pressure-responsive design; with nuts, bolts, locking pin, locking toggle, or lugs to secure grooved pipe and fittings.
- E. Steel Pipe Nipples: ASTM A 733, made of same materials and wall thicknesses as pipe in which they are installed.

#### 2.3 JOINING MATERIALS

- A. Pipe-Flange Gasket Materials: Suitable for chemical and thermal conditions of piping system contents.
  - 1. ASME B16.21, nonmetallic, flat, asbestos free, 1/8-inch (3.2-mm) maximum thickness unless thickness or specific material is indicated.
- B. Flange Bolts and Nuts: ASME B18.2.1, carbon steel, unless otherwise indicated.
- C. Solder Filler Metals: ASTM B 32, lead-free alloys. Include water-flushable flux according to ASTM B 813.

- D. Brazing Filler Metals: AWS A5.8, BCuP Series, copper-phosphorus alloys for joining copper with copper; or BAg-1, silver alloy for joining copper with bronze or steel.
- E. Welding Filler Metals: Comply with AWS D10.12/D10.12M for welding materials appropriate for wall thickness and chemical analysis of steel pipe being welded.
- F. Gasket Material: Thickness, material, and type suitable for fluid to be handled and working temperatures and pressures.

#### 2.4 DIELECTRIC FITTINGS

A. General Requirements: Assembly of copper alloy and ferrous materials with separating nonconductive insulating material. Include end connections compatible with pipes to be joined.

#### B. Dielectric Unions:

- 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - a. Capitol Manufacturing Company.
  - b. Central Plastics Company.
  - c. Hart Industries International, Inc.
  - d. Jomar International Ltd.
  - e. Matco-Norca, Inc.
  - f. McDonald, A. Y. Mfg. Co.
  - g. Watts Regulator Co.; a division of Watts Water Technologies, Inc.
  - h. Wilkins; a Zurn company.

### 2. Description:

- a. Standard: ASSE 1079.
- b. Pressure Rating: 125 psig (860 kPa) minimum at 180 deg F (82 deg C).
- c. End Connections: Solder-joint copper alloy and threaded ferrous.

### C. Dielectric Flanges:

- Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - a. Capitol Manufacturing Company.
  - b. Central Plastics Company.
  - c. Matco-Norca, Inc.
  - d. Watts Regulator Co.; a division of Watts Water Technologies, Inc.
  - e. Wilkins; a Zurn company.
- 2. Description:

- a. Standard: ASSE 1079.
- b. Factory-fabricated, bolted, companion-flange assembly.
- c. Pressure Rating: 125 psig (860 kPa) minimum at 180 deg F (82 deg C).
- d. End Connections: Solder-joint copper alloy and threaded ferrous; threaded solder-joint copper alloy and threaded ferrous.

### 2.5 VALVES

- A. Gate, Globe, Check, Ball, and Butterfly Valves: Comply with requirements specified in Division 23 Section "General-Duty Valves for HVAC Piping."
- B. Automatic Temperature-Control Valves, Actuators, and Sensors: Comply with requirements specified in Division 23 Section "Instrumentation and Control for HVAC."
- C. Bronze, Calibrated-Orifice, Balancing Valves:
  - 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Armstrong Pumps, Inc.
    - b. Bell & Gossett Domestic Pump; a division of ITT Industries.
    - c. Flow Design Inc.
    - d. Gerand Engineering Co.
    - e. Griswold Controls.
    - f. Taco.
  - 2. Body: Bronze, ball or plug type with calibrated orifice or venturi.
  - 3. Ball: Brass or stainless steel.
  - 4. Plug: Resin.
  - 5. Seat: PTFE.
  - 6. End Connections: Threaded or socket.
  - 7. Pressure Gage Connections: Integral seals for portable differential pressure meter.
  - 8. Handle Style: Lever, with memory stop to retain set position.
  - 9. CWP Rating: Minimum 125 psig (860 kPa).
  - 10. Maximum Operating Temperature: 250 deg F (121 deg C).
- D. Cast-Iron or Steel, Calibrated-Orifice, Balancing Valves:
  - 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Armstrong Pumps, Inc.
    - b. Bell & Gossett Domestic Pump; a division of ITT Industries.
    - c. Flow Design Inc.
    - d. Gerand Engineering Co.
    - e. Griswold Controls.
    - f. Taco.

- g. Tour & Andersson; available through Victaulic Company.
- 2. Body: Cast-iron or steel body, ball, plug, or globe pattern with calibrated orifice or venturi.
- 3. Ball: Brass or stainless steel.
- 4. Stem Seals: EPDM O-rings.
- 5. Disc: Glass and carbon-filled PTFE.
- 6. Seat: PTFE.
- 7. End Connections: Flanged or grooved.
- 8. Pressure Gage Connections: Integral seals for portable differential pressure meter.
- 9. Handle Style: Lever, with memory stop to retain set position.
- 10. CWP Rating: Minimum 125 psig (860 kPa).
- 11. Maximum Operating Temperature: 250 deg F (121 deg C).

#### 2.6 AIR CONTROL DEVICES

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Amtrol, Inc.
  - 2. Armstrong Pumps, Inc.
  - 3. Bell & Gossett Domestic Pump; a division of ITT Industries.
  - 4. Taco.

#### B. Automatic Air Vents:

- 1. Body: Bronze or cast iron.
- 2. Internal Parts: Nonferrous.
- 3. Operator: Noncorrosive metal float.
- 4. Inlet Connection: NPS 1/2 (DN 15).
- 5. Discharge Connection: NPS 1/4 (DN 8).
- 6. CWP Rating: 150 psig (1035 kPa).
- 7. Maximum Operating Temperature: 240 deg F (116 deg C).
- C. Diaphragm-Type Expansion Tanks:
  - Tank: Welded steel, rated for 125-psig (860-kPa) working pressure and 375 deg F (191 deg C) maximum operating temperature. Factory test with taps fabricated and supports installed and labeled according to ASME Boiler and Pressure Vessel Code: Section VIII, Division 1.
  - 2. Diaphragm: Securely sealed into tank to separate air charge from system water to maintain required expansion capacity.
  - 3. Air-Charge Fittings: Schrader valve, stainless steel with EPDM seats.
- D. In-Line Air Separators:
  - 1. Tank: One-piece cast iron with an integral weir constructed to decelerate system flow to maximize air separation.

- 2. Maximum Working Pressure: Up to 175 psig (1207 kPa).
- 3. Maximum Operating Temperature: Up to 300 deg F (149 deg C).

### 2.7 CHEMICAL TREATMENT

- A. Bypass Chemical Feeder: Welded steel construction; 125-psig (860-kPa) working pressure; 5-gal. (19-L) capacity; with fill funnel and inlet, outlet, and drain valves.
  - 1. Chemicals: Specially formulated, based on analysis of makeup water, to prevent accumulation of scale and corrosion in piping and connected equipment.
- B. Ethylene and Propylene Glycol: Industrial grade with corrosion inhibitors and environmental-stabilizer additives for mixing with water in systems indicated to contain antifreeze or glycol solutions.

#### 2.8 HYDRONIC PIPING SPECIALTIES

- A. Y-Pattern Strainers:
  - Body: ASTM A 126, Class B, cast iron with bolted cover and bottom drain connection.
  - 2. End Connections: Threaded ends for NPS 2 (DN 50) and smaller; flanged ends for NPS 2-1/2 (DN 65) and larger.
  - 3. Strainer Screen: 40-mesh startup strainer, and perforated stainless-steel basket with 50 percent free area.
  - 4. CWP Rating: 125 psig (860 kPa).
- B. Stainless-Steel Bellow, Flexible Connectors:
  - 1. Body: Stainless-steel bellows with woven, flexible, bronze, wire-reinforcing protective jacket.
  - 2. End Connections: Threaded or flanged to match equipment connected.
  - 3. Performance: Capable of 3/4-inch (20-mm) misalignment.
  - 4. CWP Rating: 150 psig (1035 kPa).
  - 5. Maximum Operating Temperature: 250 deg F (121 deg C).

### 2.9 HPF CLOSED LOOP FILTER

A. Filter shall be compatible with hydronic system chemical treatment. System shall have automatic backwash. Maximum water temperature 110°F and maximum pressure 120 psi. Media shall be able to remove suspended particles down to 5 micron.

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

# 3.1 PIPING APPLICATIONS

A. Chilled-water piping, aboveground, NPS 2 (DN 50) and smaller, shall be the following:

- 1. Type L (B), drawn-temper copper tubing, wrought-copper fittings, and soldered joints.
- B. Chilled-water piping, aboveground, NPS 2-1/2 (DN 65) and larger, shall be any of the following:
  - 1. Schedule 40 steel pipe, wrought-steel fittings and wrought-cast or forged-steel flanges and flange fittings, and welded and flanged joints.
  - 2. Schedule 40 steel pipe; grooved, mechanical joint coupling and fittings; and grooved, mechanical joints.
- C. Condenser-water piping, aboveground, NPS 2-1/2 (DN 65) and larger, shall be the following:
  - 1. Schedule 40 steel pipe, wrought-steel fittings and wrought-cast or forged-steel flanges and flange fittings, and welded and flanged joints.
  - 2. Schedule 40 steel pipe; grooved, mechanical joint coupling and fittings; and grooved, mechanical joints.
- D. Glycol cooling-water piping, aboveground, NPS 2 (DN 50) and smaller, shall be the following:
  - 1. Type L (B), drawn-temper copper tubing, wrought-copper fittings, and soldered joints.
- E. Glycol cooling-water piping, aboveground, NPS 2-1/2 (DN 65) and larger, shall be the following:
  - 1. Schedule 40 steel pipe, wrought-steel fittings and wrought-cast or forged-steel flanges and flange fittings, and welded and flanged joints.
  - 2. For pumps and chillers connection: Schedule 40 steel pipe; grooved, mechanical joint coupling and fittings; and grooved, mechanical joints.
- F. Makeup-water piping installed aboveground shall be the following:
  - 1. Type L (B), drawn-temper copper tubing, wrought-copper fittings, and soldered joints.
- G. Condensate-Drain Piping: Type M (C), drawn-temper copper tubing, wrought-copper fittings, and soldered joints.
- H. Air-Vent Piping:
  - 1. Inlet: Same as service where installed with metal-to-plastic transition fittings for plastic piping systems according to the piping manufacturer's written instructions.
  - 2. Outlet: Type L (A), annealed-temper copper tubing with soldered or flared joints.

### 3.2 VALVE APPLICATIONS

A. Install shutoff-duty valves at each branch connection to supply mains, and at supply connection to each piece of equipment.

- B. Install Auto-Flow balancing valves in the return pipe of each heating or cooling terminal.
- C. Install pressure-reducing valves at makeup-water connection to regulate system fill pressure.

## 3.3 PIPING INSTALLATIONS

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicate piping locations and arrangements if such were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on Coordination Drawings.
- B. Install piping in concealed locations, unless otherwise indicated and except in equipment rooms and service areas.
- C. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- D. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.
- E. Install piping to permit valve servicing.
- F. Install piping at indicated slopes.
- G. Install piping free of sags and bends.
- H. Install fittings for changes in direction and branch connections.
- I. Install piping to allow application of insulation.
- J. Select system components with pressure rating equal to or greater than system operating pressure.
- K. Install groups of pipes parallel to each other, spaced to permit applying insulation and servicing of valves.
- L. Install drains, consisting of a tee fitting, NPS 3/4 (DN 20) ball valve, and short NPS 3/4 (DN 20) threaded nipple with cap, at low points in piping system mains and elsewhere as required for system drainage.
- M. Install piping at a uniform grade of 0.2 percent upward in direction of flow.
- N. Reduce pipe sizes using eccentric reducer fitting installed with level side up.
- O. Install branch connections to mains using mechanically formed tee fittings in main pipe, with the branch connected to the bottom of the main pipe. For up-feed risers, connect the branch to the top of the main pipe.

- P. Install valves according to Division 23 Section "General-Duty Valves for HVAC Piping."
- Q. Install unions in piping, NPS 2 (DN 50) and smaller, adjacent to valves, at final connections of equipment, and elsewhere as indicated.
- R. Install flanges in piping, NPS 2-1/2 (DN 65) and larger, at final connections of equipment and elsewhere as indicated.
- S. Install strainers on inlet side of each control valve, pressure-reducing valve, solenoid valve, in-line pump, and elsewhere as indicated. Install NPS 3/4 (DN 20) nipple and ball valve in blowdown connection of strainers NPS 2 (DN 50) and larger. Match size of strainer blowoff connection for strainers smaller than NPS 2 (DN 50).
- T. Identify piping as specified in Division 23 Section "Identification for HVAC Piping and Equipment."
- U. Install sleeves for piping penetrations of walls, ceilings, and floors. Comply with requirements for sleeves specified in Division 23 Section "Sleeves and Sleeve Seals for HVAC Piping."
- V. Install sleeve seals for piping penetrations of concrete walls and slabs. Comply with requirements for sleeve seals specified in Division 23 Section "Sleeves and Sleeve Seals for HVAC Piping."
- W. Install escutcheons for piping penetrations of walls, ceilings, and floors. Comply with requirements for escutcheons specified in Division 23 Section "Escutcheons for HVAC Piping."

#### 3.4 HANGERS AND SUPPORTS

- A. Hanger, support, and anchor devices are specified in Division 23 Section "Hangers and Supports for HVAC Piping and Equipment." Comply with the following requirements for maximum spacing of supports.
- B. Install the following pipe attachments:
  - 1. Adjustable steel clevis hangers for individual horizontal piping less than 20 feet (6 m) long.
  - 2. Provide copper-clad hangers and supports for hangers and supports in direct contact with copper pipe.
- C. Install hangers for steel piping with the following maximum spacing and minimum rod sizes:
  - 1. NPS 3/4 (DN 20): Maximum span, 7 feet (2.1 m); minimum rod size, 1/4 inch (6.4 mm).
  - 2. NPS 1 (DN 25): Maximum span, 7 feet (2.1 m); minimum rod size, 1/4 inch (6.4 mm).
  - 3. NPS 1-1/2 (DN 40): Maximum span, 9 feet (2.7 m); minimum rod size, 3/8 inch (10 mm).

- 4. NPS 2 (DN 50): Maximum span, 10 feet (3 m); minimum rod size, 3/8 inch (10 mm).
- 5. NPS 2-1/2 (DN 65): Maximum span, 11 feet (3.4 m); minimum rod size, 3/8 inch (10 mm).
- 6. NPS 3 (DN 80): Maximum span, 12 feet (3.7 m); minimum rod size, 3/8 inch (10 mm).
- 7. NPS 4 (DN 100): Maximum span, 12 feet (3.7 m); minimum rod size, 1/2 inch (13 mm).
- 8. NPS 6 (DN 150): Maximum span, 12 feet (3.7 m); minimum rod size, 1/2 inch (13 mm).
- 9. NPS 8 (DN 200): Maximum span, 12 feet (3.7 m); minimum rod size, 5/8 inch (16 mm).
- 10. NPS 10 (DN 250): Maximum span, 12 feet (3.7 m); minimum rod size, 3/4 inch (19 mm).
- 11. NPS 12 (DN 300): Maximum span, 12 feet (3.7 m); minimum rod size, 7/8 inch (22 mm).
- 12. NPS 14 (DN 350): Maximum span, 12 feet (3.7 m); minimum rod size, 1 inch (25 mm).
- 13. NPS 16 (DN 400): Maximum span, 12 feet (3.7 m); minimum rod size, 1 inch (25 mm).
- 14. NPS 18 (DN 450): Maximum span, 12 feet (3.7 m); minimum rod size, 1-1/4 inches (32 mm).
- 15. NPS 20 (DN 500): Maximum span, 12 feet (3.7 m); minimum rod size, 1-1/4 inches (32 mm).
- D. Install hangers for drawn-temper copper piping with the following maximum spacing and minimum rod sizes:
  - 1. NPS 3/4 (DN 20): Maximum span, 5 feet (1.5 m); minimum rod size, 1/4 inch (6.4 mm).
  - NPS 1 (DN 25): Maximum span, 6 feet (1.8 m); minimum rod size, 1/4 inch (6.4 mm).
  - 3. NPS 1-1/2 (DN 40): Maximum span, 8 feet (2.4 m); minimum rod size, 3/8 inch (10 mm).
  - 4. NPS 2 (DN 50): Maximum span, 8 feet (2.4 m); minimum rod size, 3/8 inch (10 mm).
  - 5. NPS 2-1/2 (DN 65): Maximum span, 9 feet (2.7 m); minimum rod size, 3/8 inch (10 mm).
  - 6. NPS 3 (DN 80): Maximum span, 10 feet (3 m); minimum rod size, 3/8 inch (10 mm).
- E. Support vertical runs at roof, at each floor, and at 10-foot (3-m) intervals between floors.

#### 3.5 PIPE JOINT CONSTRUCTION

- A. Join pipe and fittings according to the following requirements and Division 23 Sections specifying piping systems.
- B. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.

- C. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
- D. Soldered Joints: Apply ASTM B 813, water-flushable flux, unless otherwise indicated, to tube end. Construct joints according to ASTM B 828 or CDA's "Copper Tube Handbook," using lead-free solder alloy complying with ASTM B 32.
- E. Brazed Joints: Construct joints according to AWS's "Brazing Handbook," "Pipe and Tube" Chapter, using copper-phosphorus brazing filler metal complying with AWS A5.8.
- F. Welded Joints: Construct joints according to AWS D10.12/D10.12M, using qualified processes and welding operators according to Part 1 "Quality Assurance" Article.
- G. Flanged Joints: Select appropriate gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Use suitable lubricants on bolt threads.
- H. Grooved Joints: Assemble joints with coupling and gasket, lubricant, and bolts. Cut or roll grooves in ends of pipe based on pipe and coupling manufacturer's written instructions for pipe wall thickness. Use grooved-end fittings and rigid, grooved-endpipe couplings.

#### 3.6 HYDRONIC SPECIALTIES INSTALLATION

- A. Install automatic air vents at high points of system piping in mechanical equipment rooms only. Manual vents at heat-transfer coils and elsewhere as required for air venting.
- B. Install piping from boiler air outlet, air separator, or air purger to expansion tank with a 2 percent upward slope toward tank.
- C. Install in-line air separators in pump suction. Install drain valve on air separators NPS 2 (DN 50) and larger.
- D. Install bypass chemical feeders in each hydronic system where indicated, in upright position with top of funnel not more than 48 inches (1200 mm) above the floor. Install feeder in minimum NPS 3/4 (DN 20) bypass line, from main with full-size, full-port, ball valve in the main between bypass connections. Install NPS 3/4 (DN 20) pipe from chemical feeder drain, to nearest equipment drain and include a full-size, full-port, ball valve.
- E. Install expansion tanks on the floor. Vent and purge air from hydronic system, and ensure tank is properly charged with air to suit system Project requirements.
- F. Install HPF filter in each chilled water hydronic system in the upright position. . Install feeder in minimum NPS 1 bypass line, from main with full-size, full-port, ball valve in the main between bypass connections. Installed make up water line with a full port, ball valve.

#### 3.7 TERMINAL EQUIPMENT CONNECTIONS

- A. Sizes for supply and return piping connections shall be the same as or larger than equipment connections.
- B. Install control valves in accessible locations close to connected equipment.
- C. Install ports for pressure gages and thermometers at coil inlet and outlet connections according to Division 23 Section "Meters and Gages for HVAC Piping."

#### 3.8 CHEMICAL TREATMENT

- A. Perform an analysis of makeup water to determine type and quantities of chemical treatment needed to keep system free of scale, corrosion, and fouling, and to sustain the following water characteristics:
  - 1. pH: 9.0 to 10.5.
  - 2. "P" Alkalinity: 100 to 500 ppm.
  - 3. Boron: 100 to 200 ppm.
  - 4. Chemical Oxygen Demand: Maximum 100 ppm. Modify this value if closed system contains glycol.
  - 5. Corrosion Inhibitor:
    - a. Sodium Nitrate: 1000 to 1500 ppm.
    - b. Molybdate: 200 to 300 ppm.
    - c. Chromate: 200 to 300 ppm.
    - d. Sodium Nitrate Plus Molybdate: 100 to 200 ppm each.
    - e. Chromate Plus Molybdate: 50 to 100 ppm each.
  - 6. Soluble Copper: Maximum 0.20 ppm.
  - 7. Tolyiriazole Copper and Yellow Metal Corrosion Inhibitor: Minimum 10 ppm.
  - 8. Total Suspended Solids: Maximum 10 ppm.
  - 9. Ammonia: Maximum 20 ppm.
  - 10. Free Caustic Alkalinity: Maximum 20 ppm.
  - 11. Microbiological Limits:
    - a. Total Aerobic Plate Count: Maximum 1000 organisms/ml.
    - b. Total Anaerobic Plate Count: Maximum 100 organisms/ml.
    - c. Nitrate Reducers: 100 organisms/ml.
    - d. Sulfate Reducers: Maximum 0 organisms/ml.
    - e. Iron Bacteria: Maximum 0 organisms/ml.
- B. Fill system with fresh water and add liquid alkaline compound with emulsifying agents and detergents to remove grease and petroleum products from piping. Circulate solution for a minimum of 24 hours, drain, clean strainer screens, and refill with fresh water.
- C. Add initial chemical treatment and maintain water quality in ranges noted above for the first year of operation.

- D. Fill systems indicated to have antifreeze or glycol solutions with the following concentrations:
  - 1. Glycol Cooling-Water Piping: Minimum 25 percent propylene glycol.

#### 3.9 FIELD QUALITY CONTROL

- A. Prepare hydronic piping according to ASME B31.9 and as follows:
  - Leave joints, including welds, uninsulated and exposed for examination during test.
  - 2. Provide temporary restraints for expansion joints that cannot sustain reactions due to test pressure. If temporary restraints are impractical, isolate expansion joints from testing.
  - 3. Flush hydronic piping systems with clean water; then remove and clean or replace strainer screens.
  - 4. Isolate equipment from piping. If a valve is used to isolate equipment, its closure shall be capable of sealing against test pressure without damage to valve. Install blinds in flanged joints to isolate equipment.
  - Install safety valve, set at a pressure no more than one-third higher than test pressure, to protect against damage by expanding liquid or other source of overpressure during test.
- B. Perform the following tests on hydronic piping:
  - 1. Use ambient temperature water as a testing medium unless there is risk of damage due to freezing. Another liquid that is safe for workers and compatible with piping may be used.
  - 2. While filling system, use vents installed at high points of system to release air. Use drains installed at low points for complete draining of test liquid.
  - 3. Isolate expansion tanks and determine that hydronic system is full of water.
  - 4. Subject piping system to hydrostatic test pressure that is not less than 100 psig. Test pressure shall not exceed maximum pressure for any vessel, pump, valve, or other component in system under test. Verify that stress due to pressure at bottom of vertical runs does not exceed 90 percent of specified minimum yield strength or 1.7 times "SE" value in Appendix A in ASME B31.9, "Building Services Piping."
  - 5. After hydrostatic test pressure has been applied for at least 15 minutes, examine piping, joints, and connections for leakage. Eliminate leaks by tightening, repairing, or replacing components, and repeat hydrostatic test until there are no leaks.
  - 6. Prepare written report of testing.
- C. Perform the following before operating the system:
  - 1. Open manual valves fully.
  - 2. Inspect pumps for proper rotation.
  - 3. Set makeup pressure-reducing valves for required system pressure.
  - 4. Inspect air vents at high points of system and determine if all are installed and operating freely (automatic type), or bleed air completely (manual type).

# **City Hall Data Center Air Condition Upgrade**

#### **PROJECT 12207**

- 5. Set temperature controls so all coils are calling for full flow.
- 6. Inspect and set operating temperatures of hydronic equipment, such as boilers, chillers, cooling towers, to specified values.
- 7. Verify lubrication of motors and bearings.

**END OF SECTION 23 21 13** 

#### **SECTION 23 73 13**

## MODULAR INDOOR CENTRAL-STATION AIR-HANDLING UNITS

#### 1.1 GENERAL

A. The City of Fort Lauderdale wishes to issue a performance based specification to replace the existing water/glycol units like in kind located within the 6<sup>th</sup> floor IT room in Fort Lauderdale City Hall. The City wishes to select a contractor to provide a full turnkey removal and replacement of the AC units as well as drycooler units.

#### 1.2 SCOPE OF WORK

- A. The scope of work for the 6<sup>th</sup> floor IT HVAC replacement is the following:
  - 1. Existing water/glycol AC and drycooler units have exceeded their life expectancy and are to be replaced like in kind
  - 2. Contractor shall provide a full turnkey replacement of the removal and installation of AC and drycooler units at the 6<sup>th</sup> floor IT room.
  - 3. Contractor shall remove existing indoor and outdoor unit as required. Remove existing water/glycol piping and associated components
  - 4. The City of Fort Lauderdale facilities management department has installed temporary water source heat pumps and is piped to existing cooling tower. The contractor and the city shall coordinate upon the demo of rooftop units to ensure the piping and components to water source heat pumps (provided by city) are not damaged.
  - 5. The contractor shall provide all necessary roof support to accommodate the like in kind replacement and to ensure the rooftop stands meet Florida product approval and provide Miami Dade NOA to ensure wind load requirements
  - 6. The building currently does not have an EMS system and the intent is the units would run standalone and independent from the building. The city would like to have the ability to be notified upon failure of the AC and/or drycooler units upon unit failure. The contractor shall provide controls to send signal back to City of Fort Lauderdale Facilities Management to indicate unit failure
  - 7. The contractor shall provide new condensate piping constructed of Copper type L and match existing piping layout. All exterior water/glycol piping shall have aluminum jacketing with salt spray protection. All rooftop equipment shall include salt spray corrosion protection (Luvata 10,080 hours or equivalent).
  - 8. It is required the contractor walk the project site and provide any questions and clarifications prior to submitting a bid

#### 1.3 BASIS OF DESIGN

- A. (5) Liebert Model DS035WD
  - 1. Electrical 208 Volts, 60Hz, 3 Phase
  - 2. 65,000 amps rms Short Circuit Current Rating
  - 3. Liebert DS Precision Cooling Systems: Nominal 035 kW (10 Ton) Water/Glycol Cooled Downflow System with cleanable ParadenserTM heat exchanger.

Page 259 of 304

- 4. System should be based on proposed unit or approved equal.
- B. (5) Liebert manufactured outdoor Standard Drycooler, DSO-174, designed 95°F (35°C) outdoor ambient.
  - 1. 208/230 Volts 3 ph 60 Hz Power Supply.
  - 2. Condenser disconnect switch.
  - 3. 208/230 Volts 3 Ph 60 Hz Power Supply.
  - 4. Single Pump (Per unit)

#### 1.4 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1.
  - 2. Liebert
  - 3. Stulz
  - 4. Trane
  - 5.

# 1.5 DELIVERY, STORAGE AND HANDLING

- A. Delivery shall be at Fort Lauderdale City Hall 100 N Andrews Ave, Fort Lauderdale, FL 33301
- B. Units shall be stored and handled in accordance with manufacturer's instructions.
- C. Ship units with all refrigerant piping and control wiring factory installed.
- D. Provide units with oil and full operating refrigerant charge.
- E. Ship units with firmly attached labels that indicate name of manufacturer, model number, serial number and refrigerant used.
- F. AC and drycooler units shall be delivered with shrink wrapping for protection

#### 1.6 DESIGN REQUIREMENTS

- A. The Thermal Management system shall be self-contained, factory-assembled unit. Standard 60 Hz units shall be CSA-certified to the harmonized U.S. and Canadian product safety standard, "CSA C22.2 No 236/UL 1995 for Heating and Cooling Equipment" and are marked with the CSA c-us logo.
- B. The system shall be AHRI Certified<sup>™</sup>, the trusted mark of performance assurance for heating, ventilation, air conditioning and commercial refrigeration equipment, using AHRI Standard 1360.

Page 260 of 304

C. The system shall be capable of maintaining set temperatures within an IT room containing an additional critical load of 50 kW in IT equipment.

#### 1.7 SUBMITTALS

A. Submittals shall be provided with the proposal and shall include: Single-Line Diagrams; Dimensional, Electrical, and Capacity Data; Piping and Electrical Connection Drawings.

#### 1.8 SERVICEABILITY/ ACCESS

A. The cabinet shall be designed so that all components are easily accessible for service and maintenance through the unit's side and front [CW026-084], front [CW089-181].

#### 1.9 ACCEPTABLE ALTERNATIVES

A. With prior engineer's approval only. Contractor to submit a detailed summary form listing all variations to include size deviations, electrical load differences, functional and component changes and savings to end user.

# 1.10 Quality Assurance

A. The specified system shall be factory-tested before shipment. Testing shall include, but shall not be limited to: Quality Control Checks, "Hi-Pot." The system shall be designed and manufactured according to world-class quality standards. The manufacturer shall be ISO 9001 certified.

#### 1.11 Frame

A. The frame shall be MIG welded, formed sheet metal. It shall be protected against corrosion using the autophoretic coating process. The frame shall be capable of being separated into three parts in the field to accommodate rigging through small spaces.

#### 1.12 DOWNFLOW AIR-FLOW CONFIGURATIONS

- A. Downflow Air Supply
  - 1. The supply air shall exit from the bottom of the unit.

# 1.13 DOWNFLOW AIR, UNDER-FLOOR DISCHARGE

A. The supply air shall exit from the bottom of the unit.

Page 261 of 304

#### 1.14 EXTERIOR PANELS

A. The exterior panels shall be insulated with a minimum 1 in. (25 mm), 1.5 lb. (0.68 kg) density fiber insulation. The main front panel shall have captive quarter- turn fasteners. The main unit color shall be Black. The accent color shall be Black.

#### 1.15 FILTERS

A. For Downflow units, the filter chamber shall be located within the cabinet, and filters shall be removable from the top of the unit. Filters shall be arranged in a flat bank configuration.

#### 1.16 FILTERS, 4- IN. MERV8

A. Filters shall be deep pleated 4- in. filters with an ASHRAE 52.2 MERV8 rating (45% ASHRAE 52.1) or ASHRAE 52.2 MERV11 rating (60-65% ASHRAE 52.1). 1 extra set of filters shall be provided per system.

# 1.17 LOCKING DISCONNECT SWITCH

A. The manual disconnect switch shall be mounted in the high-voltage section of the electrical panel. The switch shall be accessible from the outside of the unit with the door closed, and shall prevent access to the high- voltage electrical components until switched to the Off position.

#### 1.18 FAN SECTION

- A. Electronically Commutated (EC) Fan
  - The fans shall be plug/plenum type, single inlet and shall be dynamically balanced. The drive package shall be direct drive, electronically commutated and variable speed. The fans shall be located to draw air over the A-frame coil to ensure even air distribution and maximum coil performance. EC fans shall be available on downflow models, and fans may be lowered into a raised floor with a minimum height of 24 in. (610 mm). EC fans may operate within the cabinet, instead of under the floor. EC fans shall be available on upflow models and fans shall operate outside the unit in a factory-provided plenum with a minimum height of 24 in. (610 mm).

2.

3. DS035 fan motor(s) shall be nominal 2 hp (1.46 kW) each with a maximum operating speed of 1230 rpm; quantity,

#### 1.19 HUMIDIFIER

A. A humidifier shall be factory-installed inside the unit. Bypass air slots shall be included to enable moisture to be ab-sorbed into the air stream. The humidifier capacity shall be 11 lb./hr (kg/hr). The humidifier shall be removable from the front of the cabinet.

Page 262 of 304

#### 1.20 REHEAT

A. The environmental control unit shall include a factory-installed reheat to control temperature during dehumidification.

#### 1.21 THREE-STAGE ELECTRIC REHEAT

A. The electric reheat coils shall be low watt density, 304/304 stainless steel fin tubular construction, protected by thermal safety switches, shall be 10 kW (25590 BTUH) controlled in three stages. The reheat elements shall be removable from the front of the cabinet.

#### 1.22 DUAL REFRIGERATION SYSTEM

A. Each unit shall include two (2) independent refrigeration circuits and shall include hot gas mufflers (semi- hermetic compressors units only), liquid line filter dryers, refrigerant sight glasses with moisture indicator, externally equalized expansion valves and liquid line solenoid valves. Compressors shall be located outside the air stream and shall be removable and serviceable from the front of the unit.

#### 1.23 DIGITAL SCROLL COMPRESSORS

A. The compressor shall be scroll-type with a variable capacity operation capability. The compressor solenoid valve shall unload the compressor and allow for variable capacity operation. The compressor shall be suction gas cooled motor, vibration isolators, thermal overloads, automatic reset high-pressure switch with lockout after three failures, rotalock service valves, pump down low pressure transducer, suction line strainer and a maximum operating speed of 3500 rpm. Consult factory for 575V availability.

#### 1.24 EVAPORATOR COIL

A. The evaporator coil shall be A-frame design on downflow units with offset orientation and have 17 sq. ft. (m2) face area, 3 rows deep. It shall be constructed of rifled copper tubes and aluminum fins and shall have a maxi-mum face velocity of 320 ft. per minute (m/s) at 5200 CFM (m3). A stainless-steel condensate drain pan shall be provided.

#### 1.25 R-407C REFRIGERANT

A. The system shall be designed for use with R-407C refrigerant, which meets the EPA clean air act for phase-out of HCFC refrigerants.

#### 1.26 WATER/GLYCOL SYSTEMS

A. Paradenser™ Condenser

Page 263 of 304

1. The water-cooled condensers for each circuit shall be cleanable, shell-and-tube, counter-flow type. The heads shall be removable to allow for cleaning of the water tubes. Condensers shall be rated for a maximum refrigerant pressure of 400 psi at 200°F (2758 kPa at 93.3°C). The condenser shall be capable of operating with R-22 or R 407C refrigerant. The unit shall require 37.2 GPM (I/m) of 116.1 °F (°C) water and have a maximum pressure drop of 7.4 ft.

# 1.27 WATER/GLYCOL REGULATING VALVE, 2-WAY WITH BYPASS

A. The condenser shall be pre-piped with a 2-way regulating valve. A gate-valve shall bypass the regulating valve.

#### 1.28 CONTROLS

- A. MICROPROCESSOR CONTROL WITH 9- INCH COLOR TOUCHSCREEN
  - 1. Microprocessor-based with a 9- in. color touchscreen display and shall be mounted in an ergonomic, aesthetically pleasing housing. The display and housing shall be viewable while the front panel is open or closed. The controls shall be menu-driven. The system shall display user menus for active alarms, event log, graphic data, unit view/status overview (including the monitoring of room conditions, operational status in percent-age of each function, date and time), total run hours, various sensors, display setup and service contacts. A password shall be required to make system changes. Service menus shall include setpoints, standby settings (lead/lag), timers/sleep mode, alarm setup, sensor calibration, maintenance/wellness settings, options setup, system/network setup, auxiliary boards and diagnostics/service mode.
- B. Password Protection Two unique passwords to protect against unauthorized changes. An auto hide/show feature shall allow the user to see applicable information based on the login used.

#### 1.29 ALARMS

- A. All unit alarms shall be annunciated through both audio and visual cues, clearly displayed on the screen, sent to specified persons via email or text messaging, automatically recorded in the event log and communicated to the customers Building Management System/Building Automation System. The control shall activate an audible and visual alarm in event of any of the following conditions:
  - 1. High Temperature
  - 2. Low Temperature
  - 3. High Humidity
  - 4. Low Humidity
  - 5. EC Fan Fault
  - 6. Change Filters
  - 7. Loss of Air Flow
  - 8. Loss of Power
  - 9. Compressor Overload (Optional)
  - 10. Humidifier Problem

Page 264 of 304

- 11. High Head Pressure
- 12. Low Suction Pressure
- 13. Custom Alarms
- 14. Custom alarm inputs shall be provided to indicate facility-specific events. Custom alarms can be identified with programmable labels. Frequently used alarm inputs include:
- 15. Leak Under Floor
- 16. Smoke Detected
- 17. Standby Unit On
- 18. Each alarm (unit and custom) shall be separately enabled or disabled, selected to activate the common alarm and programmed for a time delay of 0 to 255 seconds.

#### 1.30 CONTROL METHODS AND OPTIONS

A. Factory-set to allow precise monitoring and control of the condition of the air entering and leaving the unit. This control shall include predictive methods to control air flow and cooling capacity based control sensors installed. Proportional and Tunable PID shall also be user-selectable options.

#### 1.31 CONTROLLING SENSOR OPTIONS

A. Flexible in the sense that it shall allow for controlling the capacity and fan from multiple different sensor selections. The sensor selections shall be:

#### 1.32 COOLING CAPACITY

- A. Supply
- B. Remote
- C. Return

#### 1.33 FAN SPEED

- A. Supply
- B. Remote
- C. Return
- D. Manual (for diagnostic or to receive a signal from the BMS through the Liebert remote monitoring devices or analog input)
- F. Static Pressure

Page 265 of 304

#### 1.34 TEMPERATURE COMPENSATION

A. Adjust the capacity output based on supply and return temperature conditions to meet SLA guidelines while operating to highest efficiency.

#### 1.35 HUMIDITY CONTROL

A. Dew point and relative humidity control methods shall be available (based on user preference) for humidity control within the conditioned space.

#### 1.36 STANDBY LEAD-LAG

A. The Liebert iCOM® shall allow scheduled rotation to keep equal run time on units and provide automated emergen-cy rotation of operating and standby units.

#### 1.37 STANDBY UNIT CASCADING

A. The Liebert iCOM cascade option shall allow the units to turn On and Off based on heat load when utilizing Team-work Mode 1, Independent mode or Teamwork Mode 3, Optimized Aisle mode with remote temperature sensors. In Teamwork Mode 1, Cascade mode will stage units On based on the temperature and humidity readings and their deviation from setpoint. In Teamwork 3 Mode, Cascade mode dynamically coordinates the fan speed to save energy and to meet the cooling demands. For instance, with a Liebert iCOM group of six units and only 50% of the heat load, the Liebert iCOM shall operate only four units at 80% fan speed and leave the other two units in standby. As the heat load increases, the Liebert iCOM shall automatically respond to the additional load and bring on another unit, increasing the units in operation to five. As the heat load shifts up or down, the control shall meet the needs by cascading units On or putting them into standby.

# 1.38 WIRED SUPPLY SENSOR

A. Each Liebert iCOM shall have one factory-supplied and connected supply air sensor that may be used as a controlling sensor or reference. When multiple sensors are applied for control purposes, the user shall be able to control based on a maximum or average temperature reading.

#### 1.39 COMPRESSOR SHORT CYCLE CONTROL

A. To help maximize the life of the compressor(s), there shall be start-to-next start delay for each single compressor. The control shall monitor the number of compressor starts in an hour. If the compressor starts more than 10 times in 60 minutes, the local display and remote monitoring shall notify the user through a Compressor 1 or 2 Short Cycle event.

Page 266 of 304

# 1.40 SYSTEM AUTO RESTART

A. The auto restart feature shall automatically restart the system after a power failure. Time delay shall be programmable. An optional capacitive buffer may be provided for continuous control operation through a power failure.

## 1.41 SEQUENTIAL LOAD ACTIVATION

A. On initial startup or restart after power failure, each operational load shall be sequenced with a minimum delay of one second to minimize total inrush current.

#### 1.42 LOW-PRESSURE MONITORING

A. Units shall ship standard with low-pressure transducers for monitoring individual compressor suction pressure. If the pressure falls due to loss of charge or other mechanical cause, the corresponding circuit shall shut down to prevent equipment damage. The user shall be notified of the low-pressure condition through the local display and remote monitoring.

#### 1.43 WINTER START TIME DELAY—AIR-COOLED MODELS

A. An adjustable software timer shall be provided to assist with compressor starting during cold weather. When the compressor starts, the low-pressure input shall be ignored for the period set in the user-adjustable timer. Once the time period has elapsed after the compressor start, the low-pressure input should remain in the normal state. If the low-pressure input does not remain in the normal state when the time delay has elapsed, the circuit shall lock out on low pressure. The low-pressure alarm shall be announced on the local display and communicated to remote monitoring systems.

# 1.44 ADVANCED FREEZE PROTECTION

A. Units shall ship standard with advanced freeze protection enabled. The advanced freeze protection shall monitor the pressure of each circuit using a transducer. The control shall interact with the fan and compressor to prevent the unit coil from freezing if circuit suction pressure drops. Applying fan speed to direct expansion systems requires limitations to avoid freezing condensate on the coil when the unit operates below 100% fan speed. Liebert iCOM's advanced freeze protection provides the ability to predict freeze conditions and correct this condition automatically by adjusting fan speed and compressor capacity. If a freeze condition is detected, the user shall be notified through the local display and remote monitoring systems.

# 1.45 ADVANCED HIGH-PRESSURE PROTECTION—WATER/GLYCOL- COOLED MODELS WITH DIGITAL SCROLL COMPRESSORS

A. When the compressor is initially activated, the system shall be monitored for high pressure. When high pressure is detected, the control shall alter the compressor

Page 267 of 304

operation and the condenser fans peed to reduce the system discharge pressure, preventing circuit shut down. If the unit is unsuccessful in correcting the problem through this interaction, an alarm shall occur and the affected compressor shall be immediately locked off. The control shall re-enable the compressor when the pressure returns to a safe level. This feature is standard on units equipped with liquid line transducers and these compressor types:

- B. 4-Step
- C. Digital Scroll
- D. Tandem Digital

#### 1.46 REFRIGERANT PRESSURE TRANSDUCER FAILURE

A. The control shall monitor the high-side and low-side refrigerant pressure transducers. If the control senses the transducer has failed, has been disconnected, has shorted or the reading has gone out of range, the user shall be notified through an event on the local display and remote monitoring. The corresponding circuit that the failure has occurred on shall be disabled to prevent unit damage.

#### 1.47 OIL RETURN PROTECTION

A. The control shall monitor compressor operation and staging to ensure that liquid and hot gas velocity are maintained for proper oil return to the compressor.

#### 1.48 DIGITAL SCROLL HIGH-TEMPERATURE PROTECTION

A. The control shall monitor digital scroll temperature during unit operation. A compressor temperature limit shall be imposed to help prevent damage to the compressor. If the temperature reaches the maximum temperature limit, the compressor shall be locked out for 30 minutes and an alarm shall be annunciated on the local display and through monitoring. After the initial lockout, the control shall continue to monitor compressor temperature during the off-cycle and re- enable the circuit once a safe operating temperature is reached and the 30 minutes has elapsed. The control shall store the number of high- temperature trips. The number of trips shall be accessible through the local display.

#### 1.49 DIGITAL SCROLL SENSOR FAILURE

A. The control shall monitor the status of the digital scroll sensor(s). If the control senses that the thermistor is disconnected, shorted or the reading goes out of range, the user shall be notified through an event on the local display and remote monitoring.

Page 268 of 304

#### 1.50 COMPRESSOR SEQUENCING

- A. A user-selectable compressor sequencing parameter shall be provided and shall be accessible through the local dis-play. This sequencing parameter shall present the user with three choices:
- B. Always use Compressor 1 as the lead compressor.
- C. Always use Compressor 2 as the lead compressor.
- D. Auto: The unit shall automatically stage compressors to keep each unit's run time within 8 hours of the other's run time. NOTE: The Auto setting attempts to maintain equal run times between compressors. However, the control will not turn Off a compressor to equalize run time when it is needed to control the space.
- E. First priority: If the safety timings are acceptable for only one compressor, then it is the next to be start-ed/stopped.
- F. Second priority: If both compressors are Off: The compressor with fewer working hours is the next to start.
- G. Third priority: If both compressors are in operation: the compressor that has been operating longer since the last start is the next to be stopped.

#### 1.51 COMPRESSOR HIGH- AND LOW-TEMPERATURE LIMIT PROTECTION

A. The control shall monitor the return air to ensure that the compressor(s) are operated within the manufacturer's de-fined window of operation. If the return air temperature deviates from the manufacturer's window of operation, the Liebert iCOM shall automatically adjust to prevent damage to the cooling unit or reduction in its reliability.

#### 1.52 COMPRESSOR RUN TIME MONITORING

- A. The control shall log these compressor statistics:
- B. Number of compressor starts
- C. Run hours
- D. Average run time
- E. Starts per day
- F. Starts per day worst
- G. Number of high-pressure alarms
- H. Operating phase in which the high-pressure alarm occurred
- I. Number of low-pressure alarms

Page 269 of 304

- J. Operating phase in which the low-pressure alarm occurred
- K. Number of compressor overloads
- L. Number of high-temperature alarms (scroll compressors)
- M. The user shall have the ability to monitor compressor operating temperature and pressure from the local display to be used as a diagnostic tool.

#### 1.53 MANUAL COMPRESSOR DISABLEMENT

A. The user shall have the ability to disable compressor operation using a set of either normally open or normally closed dry contacts tied directly to the control or through remote monitoring. An additional enable/disable feature shall be provided to allow the user to permanently disable an individual compressor circuit for maintenance using the local display.

#### 1.54 MANUAL COMPRESSOR OPERATION

A. The user shall be able to operate each compressor(s) manually from the local display. The user shall be able to energize refrigeration components including liquid line solenoid valves, compressor contactors, electronic expansion valves and adjust capacity for troubleshooting or repair. The control shall monitor the compressor during manual operation and shall shut the compressor down if needed to prevent electrical or mechanical damage.

#### 1.55 FLOODED START PROTECTION

A. The control shall isolate each compressor through a dedicated circuit liquid line solenoid valve and/or electronic expansion valve. These devices, combined with a spring-closed discharge check valve and compressor crankcase heater (air-cooled models), shall help ensure refrigerant does not migrate/carry oil out of the compressor case during the off cycle.

# 1.56 COMPRESSOR DEHUMIDIFICATION

A. The control shall permit the user to specify which compressor is used for dehumidification. The choices shall be 1st compressor, 2nd compressor, 1 or 2, or BOTH.

# 1.57 OPTIONS INCLUDED

# A. Smoke Sensor

 The smoke sensor shall immediately shut-down the environmental control system and activate the alarm system when activated. The smoke sensor shall be mounted in the electrical panel with the sensing element in the return-air compartment. The smoke sensor is not intended to function as or replace any room smoke-detection system that may be required by local or national codes. The smoke sensor shall include a supervision contact closure.

# B. CONDENSATE PUMP, DUAL FLOAT

1. The condensate pump shall have a minimum capacity of 145 GPH (548 l/h) at 20 ft. (58 kPa) head. It shall be complete with integral dual-float switches, pump-and-motor assembly and reservoir. The secondary float shall send a signal to the local alarm and shall shut down the unit upon high water condition.

#### C. REMOTE MONITORING

- A factory-installed communication card shall be provided for monitoring and/or control. The communication card shall be capable of connecting to Building Management System/Building Automation System using the following protocols:
- 2. BACnet IP—BACnet over Internet Protocol
- 3. BACnet MSTP—BACnet Master-Slave/Token-Passing (MSTP) communications protocol over a RS-485 serial network (also known as BACnet MSTP RS-485)
- 4. Modbus RTU—Modbus Remote Terminal Unit (RTU) communication protocol over a RS-485 serial network (also known as Modbus RTU RS-485)
- 5. Modbus TCP—Modbus Transmission Control Protocol over Internet Protocol (also known as Modbus TCP/IP)
- 6. SNMP
- YDN23 YD-T-1363 specification protocol (also known as YD/T 1363) The communications card shall be capable of connecting to two of these protocols at once.
- 8. Provide 1 (quantity) solid state water sensors under the raised floor.

#### D. FLOOR STAND

 The floor stand shall be constructed of a welded steel frame. The floor stand shall have adjustable legs with vibration isolation pads. The floor stand shall match the height of the raised floor.

# E. Liebert DRYCOOLER

- Liebert Drycooler Summary
  - a. These specifications describe requirements for a Liebert air-cooled drycooler for a Liebert Thermal Management system. The drycooler shall be designed to reject waste heat to outdoor air and to control glycol temperature as pumped glycol rates and outdoor ambient conditions change.
  - b. The manufacturer shall design and furnish all equipment in the quantities (5) and configurations shown on the project drawings.
  - c. Standard 60- Hz units shall be CSA-certified to the harmonized U.S. and Canadian product safety standard CSA C22.2 No 236/UL 1995 for Heating and Cooling Equipment and shall be marked with the CSA c-us logo.
- 2. Liebert Design Requirements
  - a. The drycooler shall be a factory-assembled unit, complete with integral electrical panel, designed for outdoor installation and vertical air flow only. The drycooler shall be a draw-through design.
- 3. Liebert Drycooler Standard Features—All Drycoolers
  - a. The drycooler shall consist of drycooler coil(s), housing, propeller fan(s) direct-driven by individual fan motor(s), electrical controls, and mounting legs. The Liebert air-cooled drycooler shall provide glycol temperature

Page 271 of 304

control to the indoor cooling unit by adjusting heat-rejection capacity. Various methods shall be available to match indoor unit type, minimum outdoor design ambient and maximum sound requirements.

# 4. Liebert Drycooler Coil

a. The Liebert-manufactured coil shall be constructed of copper tubes in a staggered tube pattern. Tubes shall be expanded into continuous, corrugated aluminum fins. The fins shall have full-depth fin collars completely covering the copper tubes, which shall connected to heavy wall Type "L" headers. Inlet-coil connector tubes shall pass through relieved holes in the tube sheet for maximum resistance to piping strain and vibration. Coil shall be split-flow into multiple coil circuits, combined to yield a drycooler with 16 internal circuits. The supply and return lines shall be (spun shut [1 to 4 fan models]), (brazed with a cap [6 or 8- fan models]) and shall include a factory-installed Schrader valve. Coils shall be factory leak-tested at a minimum of 300 psig (2068 kPag), dehydrated, then filled and sealed with an inert-gas holding charge for shipment. Field relief of the Schrader valve shall indicate a leak-free coil.

# 5. Housing

a. The drycooler housing shall be constructed of bright aluminum sheet and divided into individual fan sections by full-width baffles. Structural support members, including coil support frame, motor, and drive support, shall be galvanized steel for strength and corrosion resistance. Aluminum legs shall be provided to mount unit for vertical air discharge and shall have rigging holes for hoisting the unit into position. An electrical panel shall be inside an integral NEMA 3R weatherproof section of the housing.

# 6. Propeller Fan

a. The propeller fan shall have aluminum blades secured to a corrosion-protected steel hub. Fans shall be secured to the fan-motor shaft by means of a keyed hub and dual set screws. Fan diameter shall be 26 in. (660 mm) or less. Fans shall be factory-balanced and run before shipment. Fan guards shall be heavy gauge, close-mesh steel wire with corrosion resistant PVC finish that shall be rated to pass a 675-hour salt spray test.

#### 7. Fan Motor

a. The fan motor shall be continuous air-over design and shall be equipped with a rain shield and permanently-sealed bearings. Motors shall be rigidly mounted on die-formed galvanized- steel supports.

#### 8. Electrical Controls

a. Electrical controls, overload-protection devices and service-connection terminals shall be provided and factory-wired inside the integral electrical-panel section of the housing. A locking disconnect switch shall be factory-mounted and wired to the electrical panel and controlled via an externally-mounted, locking door handle. An in-door-unit interlock circuit shall enable drycooler operation whenever indoor-unit compressors are active. Only supply wiring, indoor-unit interlock wiring and high-voltage wiring to pumps when controlled by the drycooler shall be required at drycooler installation.

#### 9. Specific Features by Drycooler Type

- a. Fan Cycling Control (DSO Drycooler with Integral Pump Control
- b. The DSO/DDO drycooler shall sense the leaving glycol temperature and cycle fixed-speed fans to maintain glycol temperatures. Aquastats shall have field-adjustable setpoints. The fixed-speed motors shall be 3- phase

and have individual, internal overload protection. Fixed-speed motors shall have a TEAO enclosure. The DSO/DDO drycooler shall control operation of glycol pumps powered from the electrical panel. The air-cooled drycooler shall have a 460volt, 3 ph, 60 Hz power supply.

- 10. Pump Controls Within Drycooler
- 11. Single Pump Option
  - a. Pump controls for a single glycol pump up to 7.5 hp (5.6 kW) shall be incorporated into the same integral electrical panel as the drycooler fan controls and may include fuses or circuit breakers as required for the pump motor. Pump voltage, phase and frequency shall be same as drycooler voltage, phase and frequency.
- 12. Pump Package
- 13. Single Pump Package
  - a. This system shall be provided with a centrifugal pump mounted in a weatherproof and vented enclosure. The pump shall be rated for 37.2 GPM (at 15 ft. of head and operate on 208 volt, 3-phase, 60 Hz and operate on 208 vlt, 3-phase, 60 Hz.
- 14. Ancillary Items
- 15. Expansion Tanks, Fluid Relief Valves, Air Management and Other Devices
  - a. An expansion tank shall be provided for expansion and contraction of the glycol fluid due to temperature change in the closed system. The tank and air vents shall be field-installed at the system's highest elevation to allow venting of trapped air. A fluid-pressure relief valve shall be provided for system safety. The system shall include (tank-steel [expansion, compression, diaphragm, bladder], air separator, air vent, fluid-pressure relief valve, pressure gages, flow switches, tempering valves, [primary, primary and stand-by] pumps, supply and return piping).

#### **PART 2 - EXECUTION**

#### 2.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine casing insulation materials and filter media before air-handling unit installation. Reject insulation materials and filter media that are wet, moisture damaged, or mold damaged.
- C. Examine roughing-in for steam, hydronic, and condensate drainage piping systems and electrical services to verify actual locations of connections before installation.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 2.2 INSTALLATION

A. Equipment Mounting: Install air-handling units on concrete bases using elastomeric mounts. Secure units to anchor bolts installed in concrete bases. Comply with

Page 273 of 304

requirements for concrete bases specified in Division 03 Section "Cast-in-Place Concrete." Comply with requirements for vibration isolation devices specified in Division 23 Section "Vibration and Seismic Controls for HVAC Piping and Equipment."

- 1. Install galvanized-steel plate to equally distribute weight over elastomeric pad.
- 2. Install anchor bolts to elevations required for proper attachment to supported equipment.
- B. Arrange installation of units to provide minimum 3 feet access space around airhandling units for service and maintenance.
- C. Do not operate fan system until filters (temporary or permanent) are in place. Replace temporary filters used during construction and testing, with new, clean filters.

#### 2.3 CONNECTIONS

- A. Comply with requirements for piping specified in other Division 23 Sections. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Install piping adjacent to air-handling unit to allow service and maintenance.
- C. Connect piping to air-handling units mounted on vibration isolators with flexible connectors.
- D. Water/Glycol Piping: Comply with applicable requirements in Division 23 Section "Hydronic Piping." Install shutoff valve and union or flange at each coil supply connection. Install balancing valve and union or flange at each coil return connection.
- E. Connect duct to air-handling units with flexible connections. Comply with requirements in Division 23 Section "Air Duct Accessories."

#### 2.4 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections.
- B. Tests and Inspections:
  - Leak Test: After installation, fill water and steam coils with water, and test coils and connections for leaks.
  - 2. Fan Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
  - 3. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- C. Air-handling unit or components will be considered defective if unit or components do not pass tests and inspections.
- D. Prepare test and inspection reports.

Page 274 of 304

# 2.5 STARTUP SERVICE

- A. Engage a factory-authorized service representative to perform startup service.
  - Complete installation and startup checks according to manufacturer's written instructions.
  - 2. Verify that shipping, blocking, and bracing are removed.
  - Verify that unit is secure on mountings and supporting devices and their connections to piping, ducts, and electrical systems are complete. Verify that proper thermal-overload protection is installed in motors, controllers, and switches.
  - 4. Verify proper motor rotation direction, free fan wheel rotation, and smooth bearing operations. Reconnect fan drive system, align belts, and install belt guards.
  - 5. Verify that bearings, pulleys, belts, and other moving parts are lubricated with factory-recommended lubricants.
  - 6. Comb coil fins for parallel orientation.
  - 7. Verify that proper thermal-overload protection is installed for electric coils.
  - 8. Install new, clean filters.
  - 9. Verify that manual and automatic volume control and fire and smoke dampers in connected duct systems are in fully open position.
- B. Starting procedures for air-handling units include the following:
  - Energize motor; verify proper operation of motor, drive system, and fan wheel.
     Adjust fan to indicated rpm. Replace fan and motor pulleys as required to achieve design conditions.
  - 2. Measure and record motor electrical values for voltage and amperage.
  - 3. Manually operate dampers from fully closed to fully open position and record fan performance.

#### 2.6 ADJUSTING

- A. Adjust damper linkages for proper damper operation.
- B. Comply with requirements in Division 23 Section "Testing, Adjusting, and Balancing for HVAC" for air-handling system testing, adjusting, and balancing.

#### 2.7 CLEANING

A. After completing system installation and testing, adjusting, and balancing air-handling unit and air-distribution systems and after completing startup service, clean air-handling units internally to remove foreign material and construction dirt and dust. Clean fan wheels, cabinets, dampers, coils, and filter housings, and install new, clean filters.

#### 2.8 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain air-handling units.

Page 275 of 304

#### 2.9 INSTALLATION OF THERMAL MANAGEMENT UNITS

- A. General
- B. Install Thermal Management units in accordance with manufacturer's installation instructions. Install units plumb and level, firmly anchored in locations indicated and maintain manufacturer's recommended clearances.

#### 2.10 ELECTRICAL WIRING

A. Install and connect electrical devices furnished by manufacturer but not specified to be factory-mounted. Furnish copy of manufacturer's electrical connection diagram submittal to electrical contractor.

# 2.11 PIPING CONNECTIONS

A. Install and connect devices furnished by manufacturer but not specified to be factorymounted. Furnish copy of manufacturer's piping connection diagram submittal to piping contractor.

# 2.12 Supply and Drain Water Piping

A. Connect water supply and drains to air-conditioning unit. Provide pitch and trap as manufacturer's instructions and local codes require.

#### 2.13 FIELD QUALITY CONTROL

A. Start the system in accordance with manufacturer's start-up instructions. Test controls and demonstrate compliance with requirements. These specifications describe requirements for a computer-room environmental-control system. The system shall be designed to maintain temperature and humidity conditions in the rooms containing electronic equipment.

# 2.14 The manufacturer shall design and furnish all equipment to be fully compatible with heat-dissipation requirements.

#### 2.15 WARRANTY

- A. Contractor shall provide (5) year Manufacturer parts and labor warranty. 3<sup>rd</sup> party warranty is not acceptable. The warranty period shall initiate upon the start of substantial completion
- B. Engage manufacturer's field service technician to provide warranty start-up supervision and assist in programming of unit(s) controls and ancillary panels supplied by them.

Page 276 of 304

# City Hall Data Center Air Condition Upgrade

**PROJECT 12207** 

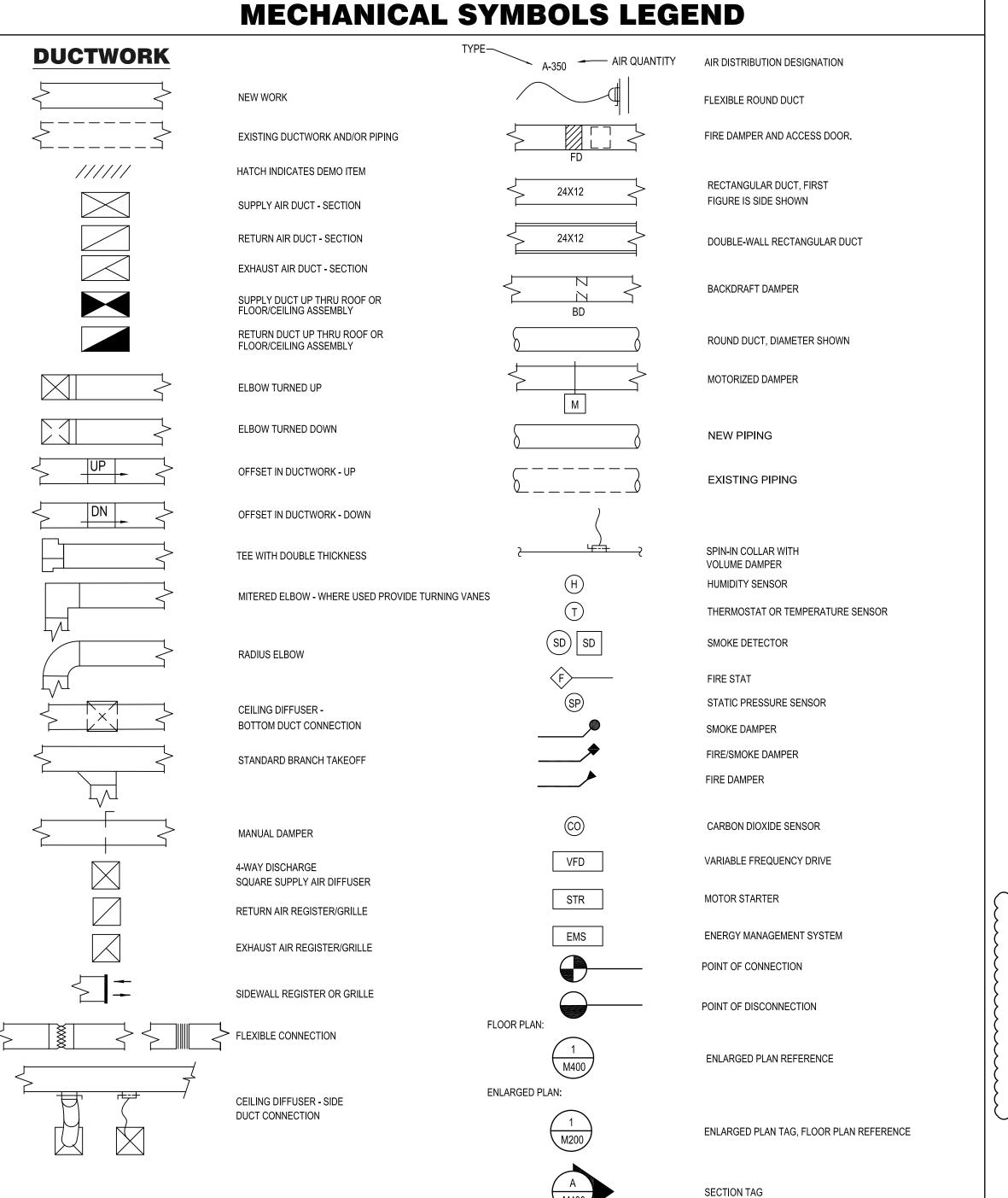
# **END OF SECTION 23 73 13**

Page 277 of 304

TOTAL:

CAD FILE: 1500-M001-2016216 DRAWING FILE NO.

1500-M001-2016216



#### **MECHANICAL ABBREVIATIONS** AUTOMATIC AIR VENT HEATING VENTILATING AIR CONDITIONING AND AIR CONDITIONING AIR CONDITIONING UNIT HERTZ (CYCLES PER SECOND) AFF ABOVE FINISHED FLOOR INSIDE DIAMETER ABOVE FINISHED GRADE AIR HANDLING UNIT ALUM ACCESS PANEL APD AIR PRESSURE DROP LEAVING WET BULB ATC AUTOMATIC TEMPERATURE CONTROL AIR VENT MASTER BUILDING CONTROLLER BDD BACK DRAFT DAMPER THOUSAND BTU PER HOUR BOT MANUAL DAMPER BFP BACKFLOW PREVENTER BTU BRITISH THERMAL UNIT BALL VALVE NORTH NOT APPLICABLE CELSIUS, DEGREE CELSIUS NUMBER, NORMALLY OPEN CENT CENTRIFUGAL NOT TO SCALE CFM CUBIC FEET PER MINUTE CHWS&R CHILLED WATER SUPPLY & RETURN OUTSIDE AIR CLG CO OPPOSED BLADE DAMPER **CLEAN OUT** OUTSIDE DIAMETER CD CONDENSATE DRY BULB, DOWN BLOW POUNDS PER SQUARE INCH DOMESTIC COLD WATER POUNDS PER SQUARE INCH GAUGE DEG DELIV DELIVERY RETURN AIR DOMESTIC HOT WATER REGISTER DISC DISCONNECT RETURN FAN RETURN GRILLE DIFFERENTIAL PRESSURE SWITCH DPS RELATIVE HUMIDITY REHEAT COIL EXHAUST AIR, EACH EAT ENTERING AIR TEMPERATURE EDB ENTERING DRY BULB EXHAUST FAN SUPPLY AIR EFF EFFICIENCY SUPPLY FAN ELEV ELEVATION SMOKE/FIRE DAMPER EMS ENERGY MANAGEMENT SYSTEM ENT THERMOSTAT EXISTING RETURN GRILLE TERMINAL EQUIPMENT CONTROLLER EWB ENTERING WET BULB TEMPERATURE TEMPERATURE SENSOR TYPICAL FIRE DAMPER, FLOOR DRAIN FPM FEET PER MINUTE VENT, VOLT FEET PER SECOND **VOLUME DAMPER** F/SD FIRE/SMOKE DAMPER VERTICAL WATER PRESSURE DROP **GALLONS PER HOUR** WIRE MESH SCREEN GALLONS PER MINUTE

MECHANICAL LEGEND

-CHILLED WATER RETURN

-HOT WATER SUPPLY

-HOT WATER RETURN

-CONDENSATE DRAIN

-REFRIGERANT LIQUID

-REFRIGERANT SUCTION

-CALIBRATE BALANCING VALVE

-GATE VALVE

-BALL VALVE

-GAS COOK

-STRAINER

-PSI REG.

-CHECK VALVE

-CONNECTION, BOTTOM

-ELBOW,TURNED DOWN

-REDUCER, CONCENTRIC

-REDUCER, ECCENTRIC STRAIGHT CROWN

-ELBOW, TURNED UP

-CONNECTION, TOP

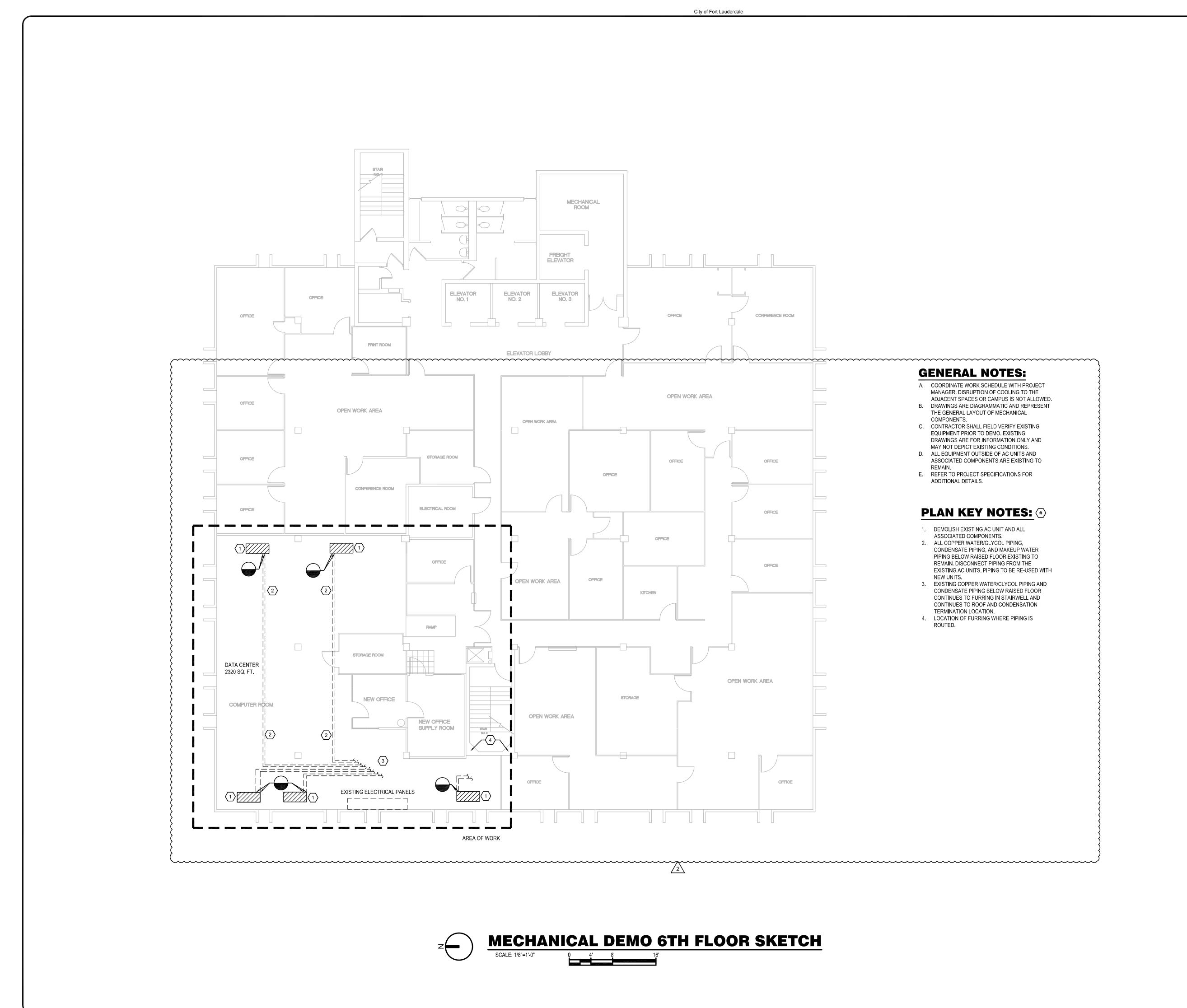
-UNION

-BUTTERFLY VALVE

—— CHWS ———— -CHILLED WATER SUPPLY

	HHWS&R HOA HP	HEATING HOT WATER SUPPLY&RETURN HAND-OFF-AUTOMATIC HORSEPOWER, HEAT PUMP	1WB 2WB 3WB	ONE WAY BLOW TWO WAY BLOW THREE WAY BLOW
~~				
THI	S BRIEF DES	HANICAL SCO SCRIPTION OF THE SCOPE OF WORK IS NOT ALL IN N DOCUMENTS AND SPECIFICATIONS.		{
1. 2. 3. 4. 5. 6.	EXISTING DEMOLISH PIPING TO PROVIDE S CONTRAC TEST AND	H 5 EXISTING AC UNITS AND ALL ASSOCIATED COM TO REMAIN. H 5 EXISTING DRYCOOLERS AND ALL ASSOCIATED I THE UNITS UP TO ROOF JACK. 5 NEW AC UNITS LOCATED IN THE DATA CENTER A 5 NEW DRYCOOLERS AND ALL ASSOCIATED PIPING TOR SHALL PROVIDE ELECTRICAL UPDATES, IF NE BALANCE ALL NEW EQUIPMENT BASED ON SPECI JENT NEBB CERTIFIED COMPANY TO CONDUCT TE	PIPING LOCATE IND NECESSAR IS AND CONNEC EDED. FICATION 25 05	ED ON THE ROOF INCLUDING  Y PIPING CONNECTIONS. TIONS ON THE ROOF.  93. CONTRACTOR SHALL HIRE
<u> </u>		<u></u>		

MECHANICAL SYMBOLS AND LEGEND



SHEET NO. 1 East Broward Blvd. SUITE 1503 Fort Lauderdale, Fl. 33301 TOTAL: TEL: (954) 421-1944 FAX: (954) 421-1924 CA-00006208 CAD FILE: 1500-MD200-2016216 SGM #: 2016-215 COPYRIGHT® 2017 SGM ENGINEERING, INC DRAWING FILE NO. 1500-MD200-2016216 CAM 18-0889 Exhibit 2 p. 279

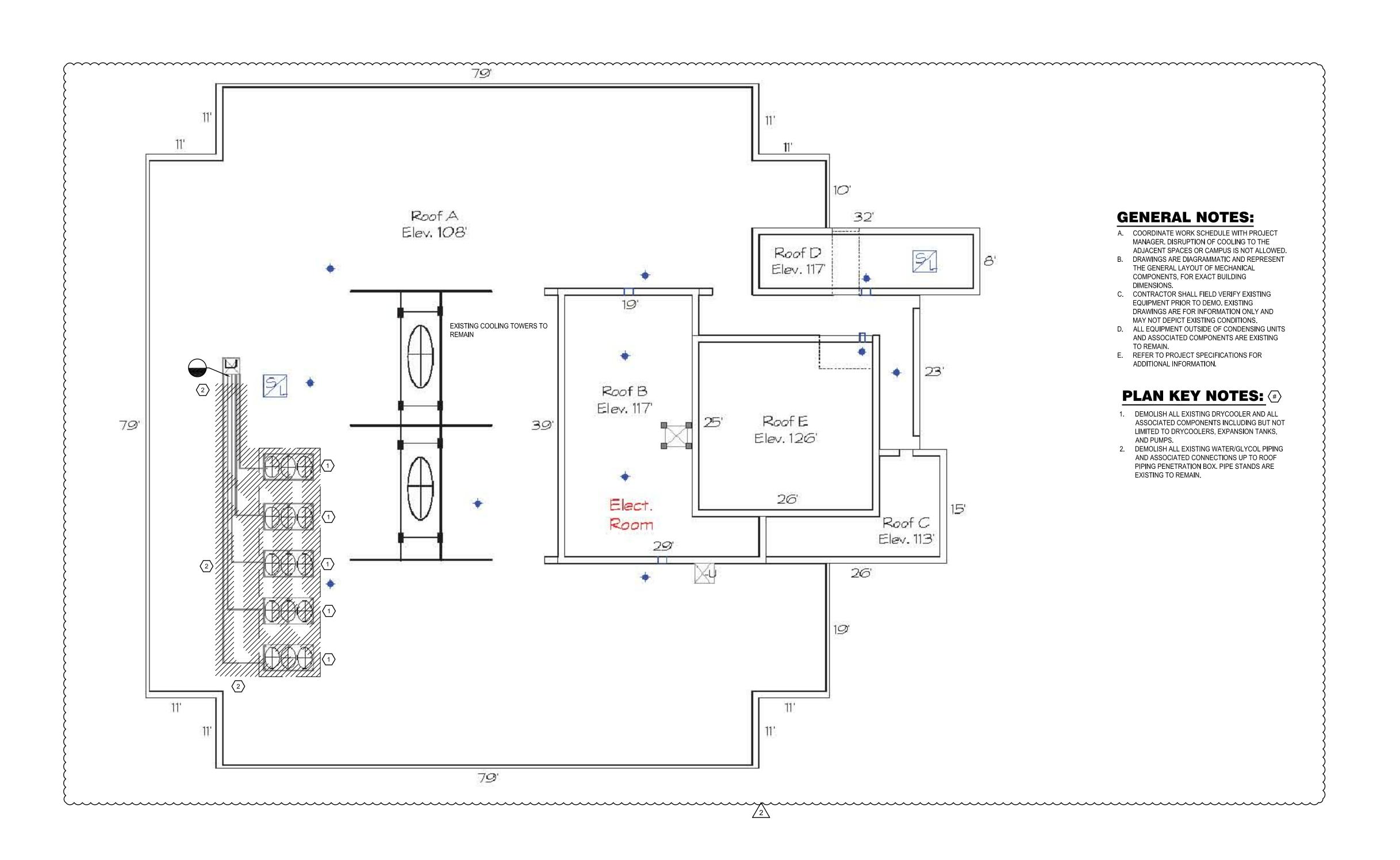
Bid 12088-283

LAUDERDALE

FORT

DEPARTMENT

WORKS







EEG. No. FL-78419

MIE. 02/26/19

TEL. 954-421-1944

NJL 03/30/18

DESIGNED BY: SCALE:

NJL AS SHOWN

CHECKED BY:

BBS

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE

NO. DATE BY CHITD DESCRIPTION

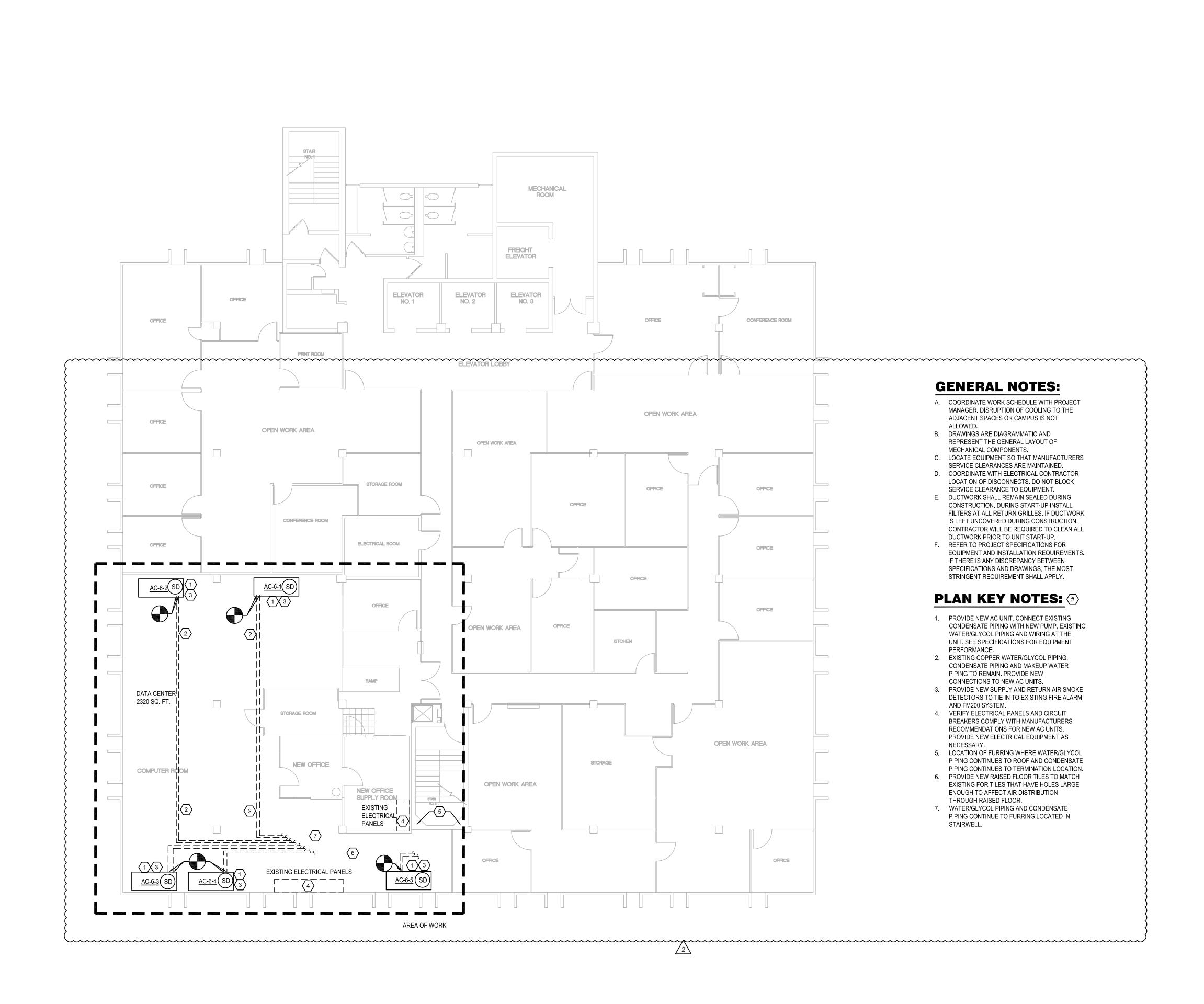
2 6/20/18 NL BS ADDENDUM 1

SHEET NO. OF MOS 6

TOTAL: 6

CAD FILE: 1500-MD200-2016216

DRAWING FILE NO. 1500-MD200-2016216



MECHANICAL RENO 6TH FLOOR SKETCH

SCALE: 1/8"=1'-0"

0 4' 8' 16'

1 EAST BROWARD BLVD.
SUITE 1503
FORT LAUDERDALE, FL. 33301
ENGINEERING STEL: (954) 421-1944
FAX: (954) 421-1924
CA-00006208

WWW.SGMENGINEERING.COM
SGM #: 2016-215
COPYRIGHT® 2017 SGM ENGINEERING, INC.

CAD FILE:

1500-M200-2016216

DRAWING FILE NO.

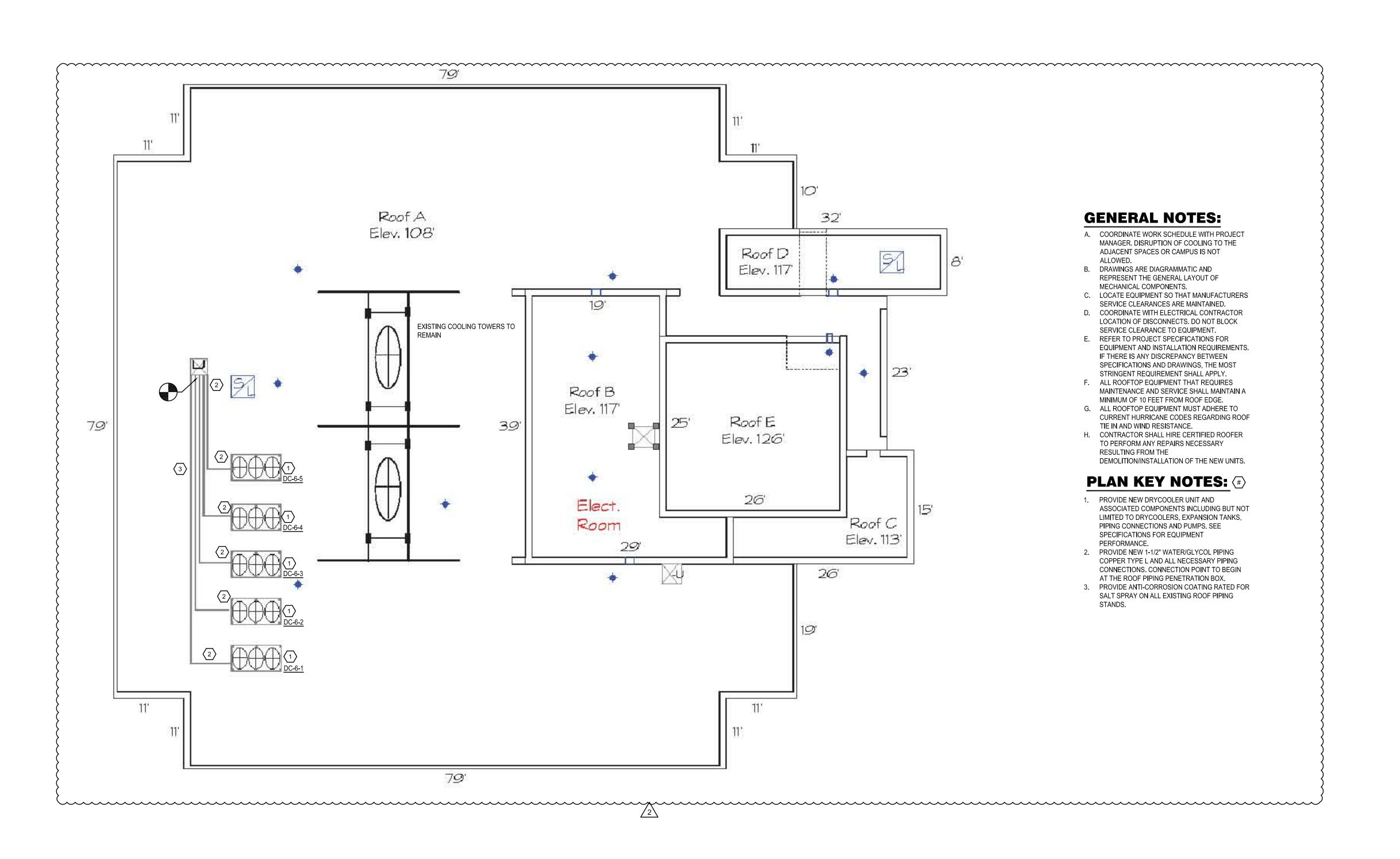
1500-M200-2016216

CAM 18-0889

Exhibit 2
Page 281 of 304

p. 281

TOTAL:







THE 964-421-1944
THE 964-421-1944
THE 964-421-1944

Bid 12088-283

DESIGNED BY: SCALE:

NJL AS SHOWN

CHECKED BY:

BBS

FIELD BOOK:

CILY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE

NO. DATE BY CHK'D DESCRIPTION

1 5/11/18 NL BS COMMENT RESPONSES

2 6/20/18 NL BS ADDENDUM 1

ECT # 2016-216

DF FORT LAUDERDALE
PUTER ROOM REPLACEMENTS

HANICAL AREA OF WORK SKETCH

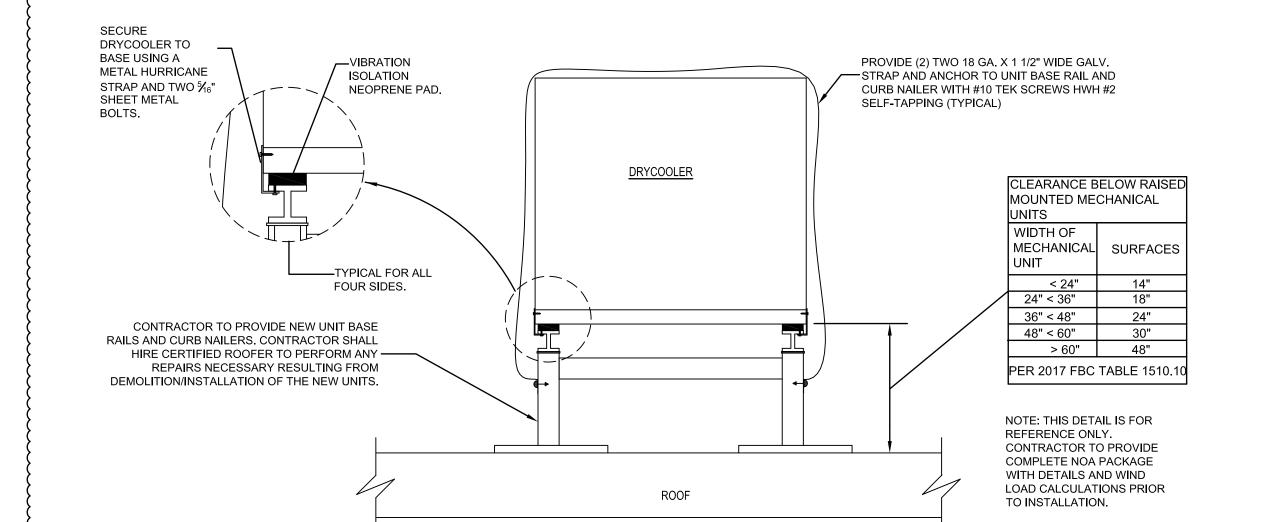
SHEET NO. OF MOS 6

TOTAL: 6

CAD FILE: 1500-M200-2016-216

DRAWING FILE NO.

1500-M200-2016216



ROOF TOP DRYCOOLER UNIT MOUNTING DETAIL (FOR REFERENCE)

EXIST	EXISTING AC UNITS TO BE REPLACED							
MANUFACTURER	MODEL	NOMINAL TONNAGE	VOLTAGE (V)	PHASE	TOTAL FLA			
EDPAC	CDXC-12	10	208	3	77.5			
EDPAC	CDXC-12	10	208	3	77.5			
EDPAC	CDXC-12	10	208	3	77.5			
EDPAC	CDXC-12	10	208	3	77.5			
EDPAC	CDXC-12	10	208	3	77.5			

	DATA ROOM AC UNITS SCHEDULE																					
			SUPPLY	NOMINAL	AIR PRO	PERTIES	EC FAN						REHEAT	HUMIDIFIER	WEIGHT	SIZE		WATER/	GLYCOL			
TAG	MANUFACTURER	MODEL	(CFM)	TONNAGE	ENT. DB/WB	LVG. DB/WB	(KW)	VOLTAGE	PHASE	FLA	MCA	MOP	(KW)	(LB-HR)	(LB)	(LxWxH)	ENT. TEMP	LVG. TEMP	GPM	PD	NSCOP	NOTES
			(Ci ivi)	TONNAGE	(DEG. F)	(DEG. F)	(IXVV)						(1200)	(LD-IIIV)	(LD)	(IN)	(DEG. F)	(DEG. F)	GFIVI	(FT)		
AC-6-1	LIEBERT	DS035WD	5200	10	72/58.7	53.2/50.7	1.46	208	3	49.5	55	70	0	0	1780	86x35x76	107.5	116.1	37.2	7.4	2	1-10
AC-6-2	LIEBERT	DS035WD	5200	10	72/58.7	53.2/50.7	1.46	208	3	49.5	55	70	0	0	1780	86x35x76	107.5	116.1	37.2	7.4	2	1-10
AC-6-3	LIEBERT	DS035WD	5200	10	72/58.7	53.2/50.7	1.46	208	3	49.5	55	70	0	0	1780	86x35x76	107.5	116.1	37.2	7.4	2	1-10
AC-6-4	LIEBERT	DS035WD	5200	10	72/58.7	53.2/50.7	1.46	208	3	49.5	55	70	0	0	1780	86x35x76	107.5	116.1	37.2	7.4	2	1-10
AC-6-5	LIEBERT	DS035WD	5200	10	72/58.7	53.2/50.7	1.46	208	3	49.5	55	70	0	0	1780	86x35x76	107.5	116.1	37.2	7.4	2	1-10

6. PROVIDE 3 YEAR PARTS WARRANTY

1. PROVIDE FLOORSTAND TO MATCH RAISED FLOOR HEIGHT

2. PROVIDE FACTORY DISCONNECT

3. PROVIDE CONDENSATE PUMP

5. PROVIDE 5 YEAR COMPRESSOR WARRANTY

3. PROVIDE SINGLE 3.0 HP CIRCULATING PUMP

4. PROVIDE LIQUID DETECTION CABLE MIN 20 FT.

7. PROVIDE 1 HOUR OF OWNER TRAINING 8. PROVIDE BMS AND SNMP INTERFACE CARD 9. PROVIDE SUPPLY AND RETURN AIR SMOKE DETECTOR 10. PROVIDE 5% GLYCOL MIXTURE

	ROOFTOP DRYCOOLER SCHEDULE												
			EAT	ENT FLUID	LVG FLUID						WEIGHT	DIMENSIONS	
TAG	MANUFACTURER	MODEL	(DEG. F)	TEMP	TEMP	NO. FANS	S VOLTAGE PHASE	FLA	OCP	_	(LXWXH)	NOTES	
			(DEG. F)	(DEG. F)	(DEG. F)						(LB)	(LAVVAII)	
DC-6-1	LIEBERT	DSO-174	95	116	107	2	208	3	8.2	20	600	92X44X44	1-3
DC-6-2	LIEBERT	DSO-174	95	116	107	2	208	3	8.2	20	600	92X44X44	1-3
DC-6-3	LIEBERT	DSO-174	95	116	107	2	208	3	8.2	20	600	92X44X44	1-3
DC-6-4	LIEBERT	DSO-174	95	116	107	2	208	3	8.2	20	600	92X44X44	1-3
DC-6-5	LIEBERT	DSO-174	95	116	107	2	208	3	8.2	20	600	92X44X44	1-3
NOTES	NOTES 1. PROVIDE SEA COAST COIL PRTECTION SPRAY												
	2. PROVIDE WITH FACTORY DISCONNECT												

# MECHANICAL DETAILS AND SCHEDULES



CAD FILE: 1500-M600-2016216 DRAWING FILE NO. 1500-M600-2016216 CAM 18-0889 Exhibit 2 p. 283 Page 283 of 304

# CITY OF FORT LAUDERDALE PUBLIC WORKS DEPARTMENT

# MINORITY BUSINESS ENTERPRISE (MBE) - WOMEN BUSINESS ENTERPRISE (WBE)

# PRIME CONTRACTOR IDENTIFICATION FORM

In order to assist us in identifying the status of those companies doing business with the City of Fort Lauderdale, this form <u>must be completed and returned</u> with your bid package.

Name of Firm:	
Address of Firm:	
Telephone Number:	
Name of Person Completing Form:	
Title:	
Signature:	
Date:	
City Project Number:	
City Project Description:	
Please check the item(s) which prop	erly identify the status of your firm:
Our firm is not a MBE or WBE.	
Our firm is a MBE, as at least economically disadvantaged	51 percent is owned and operated by one or more socially and individuals.
☐ American Indian ☐ Asia	an 🗌 Black 🗎 Hispanic
Our firm is a WBE, as at least	51 percent is owned and operated by one or more women.
☐ American Indian ☐ Asia	an 🗌 Black 🔲 Hispanic

#### MBE/WBE CONTRACTOR INFORMATION

The City, in a continuing effort, is encouraging the increased participation of minority and womenowned businesses in Public Works Department related contracts. Along those lines, we are requiring that each firm provide documentation detailing their own programs for utilizing minority and women-owned businesses.

Submit this information as a part of this bid package and refer to the checklist, to ensure that all areas of concern are covered. The low responsive bidder may be contacted to schedule a meeting to discuss these objectives. It is our intention to proceed as quickly as possible with this project, so your cooperation in this matter is appreciated.

# CONTRACTOR CHECKLIST

	List Previous City of Fort Lauderdale Contracts
	<u>5</u>
	Number of Employees in your firm
—	Percent ( %) Women
	Percent ( %) Minorities
	Job Classifications of Women and Minorities
	<u>5</u>
	Use of minority and/or women subcontractors on past projects.
	5 <u>6</u>
	Nature of the work subcontracted to minority and/or women-owned firms.
	<u>5</u>
	How are subcontractors notified of available opportunities with your firm?
	<u>5</u>

Anticipated amount to be subcontracted on this project.
5
Anticipated amount to be subcontracted to minority and/or women-owned businesses on this project.
5

#### **NON-COLLUSION STATEMENT:**

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

- 3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).
- 3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

<u>NAME</u>	<u>RELATIONSHIPS</u>
<del>-</del>	
	<u> </u>

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

3

CAM 18-0889 Exhibit 2

Page 288 of 304

## CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

(a) Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability or any other protected classification as defined by applicable law.

<u>Contracts.</u> Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

Authorized Signature	Print Name and Title
Date	

### LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed at the time of bid submittal:

Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

- A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**
- B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

# THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:

http://www.fortlauderdale.gov/purchasing/index.htm

**Definitions:** The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

- Class A Business shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City and shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
- 2. Class B Business shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City or shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
- 3. Class C Business shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.
- 4. Class D Business shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

### LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1)		is a Class A Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt <u>and</u> a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.
(2)	Business Name  Business Name	is a <b>Class B</b> Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt <u>or</u> a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.
(3)		is a <b>Class C</b> Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.
(4)	Business Name	requests a <b>Conditional Class A</b> classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.
(5)	Business Name	requests a <b>Conditional Class B</b> classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.
(6)	Business Name  Business Name	is considered a <b>Class D</b> Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration.
BIDDE	ER'S COMPANY:	
AUTH	ORIZED COMPANY PERSON:	NAME SIGNATURE DATE

### **QUESTIONNAIRE SHEET**

PLEASE PRINT OR TYPE:	
Firm Name:	
President	
Business Address:	
<u>5</u>	
Telephone:	Fax:
E-Mail Address:	
What was the last project of this nature which you completed? Include the year, decontract value.	escription, and
<u>5</u>	
The following are named as three corporations and representatives of those corporations performed work similar to that required by this contract, and which the City mareferences (include addresses, telephone numbers and e-mail addresses). Include year, description, and contract value.	iay contact as youi
How many years has your organization been in business?	
Have you ever failed to complete work awarded to you; if so, where and why?	
The name of the qualifying agent for the firm and his position is:	
Certificate of Competency Number of Qualifying Agent:	
Effective Date: Expiration Date:	
Licensed in: Engineering Contractor's License #  (County/State)	

Expiration Date:	

NOTE: To be considered for award of this contract, the bidder must submit a financial statement upon request.

NOTE: Contractor <u>must</u> have proper licensing and shall provide copy of same with his proposal.

### **QUESTIONNAIRE SHEET**

1.	Have you personally inspected the proposed work and have you a complete plan for its performance?
	<u>5</u>
2.	Will you sublet any part of this work? If so, list the portions or specialties of the work that you will.
a)	
b)	
c)	
d)	
e)	
f)	
g)	
3.	What equipment do you own that is available for the work?
4.	What equipment will you purchase for the proposed work?
5.	What equipment will you rent for the proposed work?

31

### **CONTRACT PAYMENT METHOD BY P-CARD**

### THIS FORM MUST BY SUBMITTED WITH YOUR RESPONSE

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed.

Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract.

Please indicate which credit card payment y	ou prefer:
☐ Master Card	
☐ Visa Card	
Company Name:	
Name (Printed)	Signature
Date:	Title

### **BID/PROPOSAL CERTIFICATION**

<u>Please Note:</u> If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit http://www.dos.state.fl.us/).

Company: (Legal Registra	tion)				
Address:					
City:	State:	Zip:			
Telephone No.	FAX No.		Email:		
Delivery: Calendar days a Total Bid Discount (section Does your firm qualify for	on 1.05 of General Cor	nditions):		<u>_</u>	/BE 🗌
ADDENDUM ACKNOWLE and are included in the pro		r acknowledges tha	at the following a	ddenda have bee	en received
Addendum No. Date Is	<u>Addenda</u>	um No. Date Iss	sued Add	lendum No. D	ate Issued
				<u> </u>	
VARIANCES: If you take requirement in this composed below or reference in the Additional pages may be response submitted unle virtue of submitting a variance, it is hereby implied have variances, simply malso click the "Take Exception of the submitted by the su	etitive solicitation you need to space provided below attached if necessary as such is listed and contained, necessarily account that your response is it ark N/A. If submitting	nust specify such e all variances conta . No exceptions or ontained in the sp cept any variances n full compliance w	exception or varial ained on other posteriances will be acceprovided be so If no statemen with this competiti	ance in the space ages within your e deemed to be slow. The City do t is contained in ive solicitation. If	response. part of the pes not, by the below you do not
		5			

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:	
Name (printed)	Signature
Date:	Title

# PRE-PROPOSAL MEETING SIGN-IN SHEET **FINANCE DEPARTMENT**



PROCUREMENT CONTACT: Ginah Joseph, Procurement Specialist II ●AM ○PM TIME: 10:00 **OPENING DATE:** 07/03/2018 **DATE:** 06/12/2018

City Hall Data Center Air Condition Upgrade (P12207 ITB TITLE: 12088-283 ITB #:

	NAME	COMPANY	PHONE	EMAIL
	Aman Joseph	7,400	tbth-828-hSb	gioseph Spakoudedale en
	Corles & pulyede	CoFL	954-828-5113	
	DANIA GABILIAC	Coff	459 BB 50GF	MANICICO FORTANOGOSTA
	MEVIN HOWVER	As book ko	302-28- 308	
	DANIEL 10 3216-548	Atonohi	205-434-5752	JANSON DOSNEYSZ ( SASSAN
	Bob Garison Ga	Garrison Mehanical	0085-859-456	bobegarismmehanialican
	DOUG DENTECS	Thorna C Coscops	954-931 3025	- don's le of havellower
	Freddy Rodnesol	BAR Electric	(954) 587-7226	1
	CARLOS L. Arrolla.	TEMPOREL HIC.	305-662-7777	C 12 12 12 12 12 12 12 12 12 12 12 12 12
	Thomas Kornahrans	Advanced Air Systems	9124-631-495-8395	tom KB advancedaitsustem. Com
	Dens Torgashur	COFL ITS '	954-828-3554	dtorgasher Atodianderdale cou
	Nik Loper	JGM Enginering	803-387-CPT1	nell Warnerstownia, an
С	Sobby Shinnymis	SEM	407 900 0596	SOSYOS MANNINGANIS COU
AM 1	Dar Mariana	Kerne & Associate	95% 605-1038	Da Sterrandosociations
8-088	David Deshields	Kriney & Asserbates	954-554-446	Davida / (con and assists - con
ç				

Form approved By: Jodi S. Hart, Manager of Procurement and Contracts | Page: 1 of 1 | Rev: 3 | Revision Date: 04/16/2018 | Author: LP

Q:\PURCHASING\Final FORMS\Final FORMS - ISO COMPLIANT\Approved Forms\ITB Documents



# **FINANCE DEPARTMENT**

# PRE-PROPOSAL MEETING SIGN-IN SHEET



PROCUREMENT CONTACT: Ginah Joseph, Procurement Specialist II ● AM OPM **TIME:** 10:00 **OPENING DATE:** 07/03/2018 **DATE:** 06/12/2018

City Hall Data Center Air Condition Upgrade (P12207)

ITB TITLE:

12088-283

ITB #:

EMAIL	FMONTI 2 KO.	1568 Winner Kenelertalibiz	325 KBAYSCHEHOFFWANLLC.COM	abaysa hohoffman. 11c. ca	8		1.	5			>3
PHONE	954-747-3690	954-275- 1568	954-362-7325	చ	954-370-7282	705-968-533V	954 927 9333	954-658-0952	954-802-7164	954-303-8917	777 0 F fort Hallesson 954-828-3553
COMPANY	KOLOAIRE	Key Geomo	HB HOFFWAN	,	AIRMATIC CONTROLS	Halison Clar	THER MG AIR	Tirone placture	1411 YONK	H.11 Yould	CTTY OF FOLT UP.M.
NAME	Frank MONTI	Vincent Sugar	KARA BAKS	GARY BAYS	Bos Harris	Mitry Hurison	REVI OFWIT	John Trone	Kick Salazar	Travis James	WAYNG GOODEN

Form approved By: Jodi S. Hart, Manager of Procurement and Contracts | Page: 1 of 1 | Rev: 3 | Revision Date: 04/16/2018 | Author: LP

Q:\PURCHASING\FINAL FORMS\FINAL FORMS - ISO COMPLIANT\Approved Forms\ITB Documents



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

### **ADDENDUM NO. 1**

RFP/ ITB No. 12088-283
TITLE: City Hall Data Center Air Condition Upgrade (P12207)

ISSUED: 06/29/2018

This addendum is being issued to make the following change(s):

Second site visit has been rescheduled to July 6<sup>th</sup>, 2018:
 Location: City Hall, 100 N. Andrews Avenue,

5th Floor Conference Room, Fort Lauderdale, Florida

Date: Friday July 6th, 2018

Time: 10:00 A.M. local, time

- 2. The Q & A end date has been extended to  $\textbf{July 12}^{th}, \textbf{2018}.$
- 3. The opening date has been changed to July 17<sup>th</sup>, 2018.

All other terms, conditions, and specifications remain unchanged.

Ginah Joseph Procurement Specialist II

Company Name:		
	(please print)	
Bidder's Signature:		
Date:		



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

### **ADDENDUM NO. 2**

RFP/ ITB No. 12088-283
TITLE: City Hall Data Center Air Condition Upgrade (P12207)

ISSUED: 7/11/2018

This addendum is being issued to make the following change(s):

1. Removed Drawing Set

Procurement Specialist II

Ginah Joseph

2. Added Revised Drawing Set

All other terms, conditions, and specifications remain unchanged.

Company Name: \_\_\_\_\_\_\_(please print)

Bidder's Signature: \_\_\_\_\_\_

# Question and Answers for Bid #12088-283 - City Hall Data Center Air Condition Upgrade (P12207)

### **Overall Bid Questions**

### Question 1

what is the budget/cost estimate? (Submitted: Jun 1, 2018 9:43:54 AM EDT)

### Answer

- Approximately \$345K (Answered: Jun 4, 2018 2:45:19 PM EDT)

### Ouestion 2

Drawing M04 plan key notes #3 mentions a tie-in in to an existing fire alarm please provide fire alarm contractor name and contact information. (Submitted: Jun 6, 2018 11:25:26 AM EDT)

### Answer

- Fire Alarm contractor is:

Protection 1

Tel: (561) 292-9650

Add: 4875 Park Ridge Boulevard, Boynton Beach, Florida 33426

Web: www.protection1.com (Answered: Jun 14, 2018 8:45:15 AM EDT)

### Question 3

Test and Balance is mentioned in the specifications but not on the plans.

Is Test and Balance required on this project? (Submitted: Jun 6, 2018 11:27:36 AM EDT)

### Answer

- Test and Balance is required as per Section 230593, Testing, Adjusting, and Balancing. (Answered: Jun 7, 2018 3:30:09 PM EDT)

### Question 4

Drawing M05 general notes H. mentions a roofer may be required to repair any repairs that may be needed as a result of the demo or installation.

Does the roof have a warranty in place?

Please provide the roofing contractor name and contact information. (Submitted: Jun 6, 2018 11:38:00 AM EDT)

### Answer

- The roof currently is under warranty. Roofing contractor is:

Advanced Roofing

Tel (954)522-6868

Fax (954) 566-2967

Addr: 1950 NW 22nd St. Fort Lauderdale, FL 33311

Email: debbieg@advancedroofing.com

Web: www.advancedroofing.com (Answered: Jun 7, 2018 3:30:09 PM EDT)

### **Question 5**

Is there going to be a scope for controls to have remote monitoring and remote notifications? (Submitted: Jun 7, 2018 10:38:28 AM EDT)

### **Answer**

- Remote monitoring and notification are identified as per Section 237313 â€Â "1.57 C. (Answered: Jun 14, 2018 8:45:15 AM EDT)

### Question 6

When is the last day to ask questions ? (Submitted: Jun 12, 2018 2:57:48 PM EDT)

### Answer

- June 26th, 2018 (Answered: Jun 12, 2018 3:14:25 PM EDT)

### **Question 7**

can the sign in sheet from the prebid meeting be posted? (Submitted: Jun 13, 2018 10:19:16 AM EDT)

### Answer

- Added. (Answered: Jun 13, 2018 11:54:21 AM EDT)

### **Ouestion 8**

will it be the responsibility of the contractor or the client to remove and relocate computer room equipment, including servers and other sensitive computer equipment, in order to run new piping under floor? (Submitted: Jun 13, 2018 3:32:39 PM EDT)

### **Answer**

- Now only providing new piping connection, all piping under the raised floor is existing to remain. (Answered: Jun 21, 2018 3:49:21 PM EDT)

### Question 9

Can the City please provide a diagram on how the existing piping is run from roof top line jack into each AC unit in the computer room? (Submitted: Jun 13, 2018 3:34:56 PM EDT)

### Answei

- This is now shown in the drawings, however, piping is now shown as existing to remain with the exception of piping located on the rooftop. (Answered: Jun 21, 2018 3:49:21 PM EDT)

### Question 10

No one could locate the piping line chase during site visit. Please provide location and dimensions of existing piping chase from roof top line jack into computer room? are there existing access doors in the chase or do they need to be added by contractor? (Submitted: Jun 13, 2018 3:38:31 PM EDT)

### **Answer**

- Piping is run through furring in stairwell. There are no existing access doors nor do they need to be provided due to existing piping now being re-used with the exception of piping located on the rooftop. (Answered: Jun 21, 2018 3:49:21 PM EDT)

### **Question 11**

Mechanical plans have notes that call for new electrical panels and breakers. Electrical plans will be needed to pull electrical permit. Could engineer please release necessary electrical plans with associated load calcs and specifications? (Submitted: Jun 13, 2018 3:49:26 PM EDT)

### Answer

- New breakers should not be necessary, however, contractor to verify existing electrical equipment complies with new equipmentâ€Â™s manufacturers recommendations. (Answered: Jun 21, 2018 3:49:21 PM EDT)

### Question 12

Please confirm acceptable work hours inside the building? (Submitted: Jun 13, 2018 3:50:53 PM EDT)

- Work shall be generally performed inside the construction site during normal business working hours of 7:00 a.m. to 3:30 p.m., Monday through Friday, unless otherwise indicated. Testing and switch over from the current equipment shall be done during the weekend. Please see Item 15, Special Conditions / Section 011200.1.2.A, Special Working Conditions. (Answered: Jun 21, 2018 3:49:21 PM EDT)

### **Question 13**

please confirm if temp air cooling will need to be provided by contractor as units are being replaced or if a unit fails prior to replacement? (Submitted: Jun 13, 2018 3:52:00 PM EDT)

### Answer

- The contractor shall be responsible for supplying temporary cooling and air conditioning during phases of the work that will take the system or part of the system for more than 2 hours or indoor temperatures higher than 70 degrees and 50% humidity. This expense to be covered by allowance item listed. Please see Section 011200. 1.2.C, Special Working Conditions. (Answered: Jun 21, 2018 3:49:21 PM EDT)

### **Question 14**

In regards to the Glycol-Water system. Does the city want the contractor to clean and reuse the existing mixture or to remove existing and use a completely new mixture. (Submitted: Jun 14, 2018 11:39:43 AM EDT)

### Answer

- Completely new 5% glycol mixture to be provided. (Answered: Jun 21, 2018 3:49:21 PM EDT)

### **Question 15**

We are coming up with a Budget of 520,000.00 plus 3% credit card fees plus Bond. Are you sure you can fund the project? (Submitted: Jun 15, 2018 8:19:37 AM EDT)

### **Answer**

- The engineering cost estimate for this project is \$345,000. The City will evaluate the bids when submitted and will consider awarding to the lowest cost, responsive and responsible bidder. (Answered: Jun 19, 2018 4:23:33 PM EDT)

### **Question 16**

Can the existing conduit and wiring from the roof down to the computer room units be reused, or do they need to be replaced? (Submitted: Jun 18, 2018 8:29:46 AM EDT)

### Answer

- The existing conduit and wiring should be re-used. (Answered: Jul 11, 2018 3:31:19 PM EDT)

### Question 17

Due to the possible re-design regarding electrical and the holiday will the bid date be moved to a later date? (Submitted: Jun 18, 2018 10:54:43 AM EDT)

### Answer

- Please refer to Addendum 1. (Answered: Jul 11, 2018 3:31:19 PM EDT)

### **Question 18**

Is it possible to visit the site (Submitted: Jun 19, 2018 8:42:24 AM EDT)

### **Answer**

- Second site visit will be held on Friday, June 29th, at 10:00a.m., local time, at City Hall, 100 N. Andrews Avenue 5th Floor Conference Room, Fort Lauderdale, Florida. (Answered: Jun 21, 2018 3:22:56 PM EDT)
- Please be advised that the Second Site Visit has been tentatively rescheduled for Friday July 6th. An Addendum will be issued to reflect this change. (Answered: Jun 28, 2018 4:05:27 PM EDT)

### **Question 19**

From prior responses updated drawings were referenced but no new drawings are available to download, please make them available (Submitted: Jul 11, 2018 10:27:13 AM EDT)

### Answer

- Please refer to Addendum 2 for revised Drawing Set. (Answered: Jul 11, 2018 3:31:19 PM EDT)