



DESTINATION PANAMA CITY
REGULARLY SCHEDULED QUARTERLY MEETING
June 9, 2020
9:00AM (approximate time, follows City Commission Meeting)

- 1) Roll Call
- 2) Approval of Minutes – May 12, 2020
- 3) Acceptance of TDT Revenue Reports – Collections thru April 2020
- 4) Visitors Center – Permission to Advertise RFP for Construction
- 5) Inshore Artificial Reef Project Consideration
- 6) CEO Updates
 - a) FY21 Program of Work
 - b) FY21 Proposed Budget
- 7) Public Participation
- 8) Adjournment



MINUTES
DESTINATION PANAMA CITY
REGULARLY SCHEDULED QUARTERLY MEETING
May 12, 2020
9:00AM (approximate time, follows City Commission Meeting)

- 1) Roll Call – Chairman Haligas, Board Members Brudnicki, Rader, K.Brown, Banker were all present. Board Member J.Brown was absent.
- 2) Acceptance of TDT Revenue Reports – Collections thru March 2020
 - a) Motion to accept made by Brudnicki, second by Rader. All ayes.
- 3) Acceptance of Financial Statement Period Ending March 31, 2020
 - a) Motion to accept made by Brudnicki, second by K.Brown. All ayes.
- 4) Acceptance of the 2019 Final Audit as prepared by Carr, Riggs, & Ingram
 - a) Motion to accept made by Brudnicki, second by Rader. All ayes.
- 5) Presentation by Florida Architects – Future Visitors Center
 - a) Joe Sorci & Antonio Adessi presented the conceptual plans for the new Destination Panama City Visitors Center to be built at 101 West Beach Drive, Panama City, FL 32401. All board members thanked CEO Vigil, Elizabeth Moore from Anchor CEI, and Joe & Antonio for all of the hard work; stating the facility would be a point of pride and an asset to the community.
- 6) Ratification of Updates to DPC Official Logo
 - a) CEO Vigil explained some of the challenges that the current logo presented in terms of promotional items and ADA contrasting colors on the new website. The new logo allows the website to be ADA compliant and alleviates the reproduction issues. Board member Nichols made the motion to approve CEO Vigil's decision to amend the official logo; second by Brudnicki. All ayes.
- 7) CEO Updates

- a) CEO Vigil provided updates on the Welcome Back Campaign, the new Visitors Guide, and the new DestinationPanamaCity.com website.
- b) CEO Vigil provided information on the organizations Covid-19 response plan including the #StayHomeTogether Virtual Concert Series, the creation of the Facebook Group Panama City Restaurants & Bars (over 2000k members), the #LoveTravels social media campaign, and the virtual fishing tournament collaboration with Heritage Excursions called the Panama City Heritage Classic Fishing Tournament.
- c) FY21 Budget Guidance
 - i) Visitors Center
 - (1) CEO Vigil explained the current organization finances to the board. None of the “disaster reserve” funding was utilized after Hurricane Michael and based on the 2019 Audit, the organization had the funds to pay for the facility by utilizing the “disaster reserve”. CEO Vigil requested guidance on whether the Board preferred to borrow from the “disaster reserve” or whether or not outside funding should be sought. The consensus of the board was to utilize “disaster reserve” funds and not seek outside funding sources.
 - ii) Alternative Revenue Opportunities
 - (1) CEO Vigil explained that the new facility would also offer alternative revenue opportunities and that staff would be working on a reservation policy and inquired whether or not the board would support the facility having a year round alcohol license to ensure more than 15 events per year would be permitted at the location. The board consensus was supportive of seeking information about the alcohol license.
- 8) There was no public participation and the meeting was adjourned.

**Panama City Community Development Council
dba Destination Panama City
Agenda Item Summary**

1. PRESENTER NAME:

Jennifer M. Vigil
President & CEO

2. MEETING DATE:

6/9/2020

3. REQUESTED MOTION/ACTION:

Motion to Accept TDT Revenue Reports for as presented.

4. AGENDA

PRESENTATION ☐
PUBLIC HEARING ☐
CONSENT ☐
REGULAR ☒

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: YES ☐ NO ☐ IF NO, STATE ACTION REQUIRED ☐ N/A

BUDGET ACTION:
FINANCIAL IMPACT SUMMARY STATEMENT:

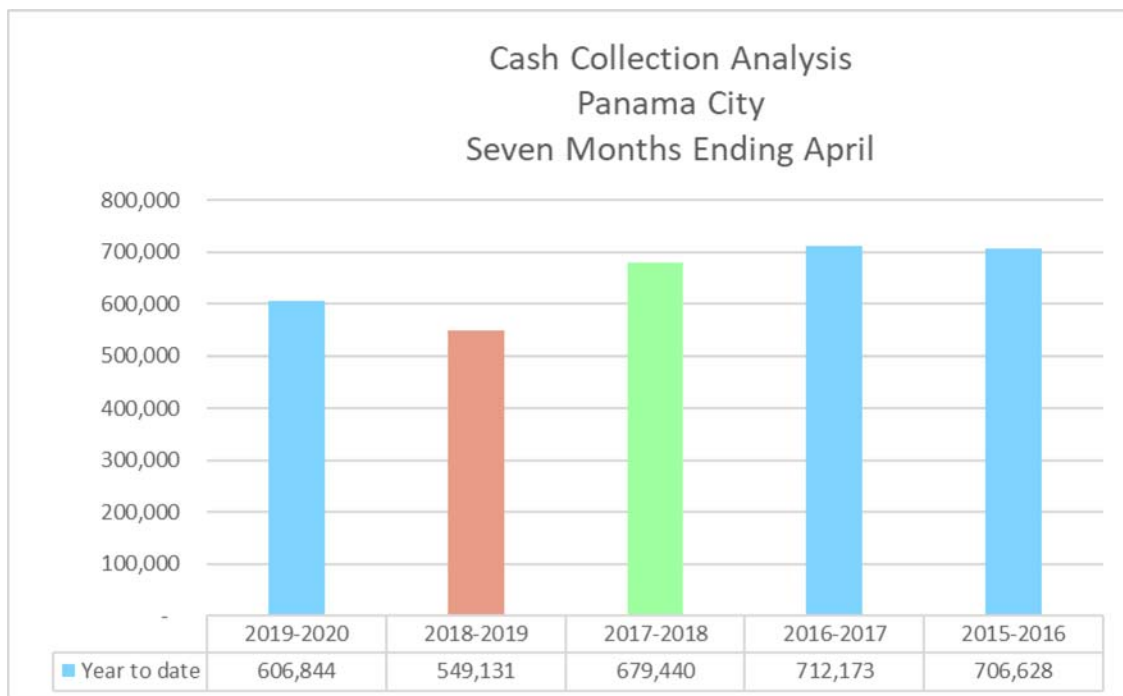
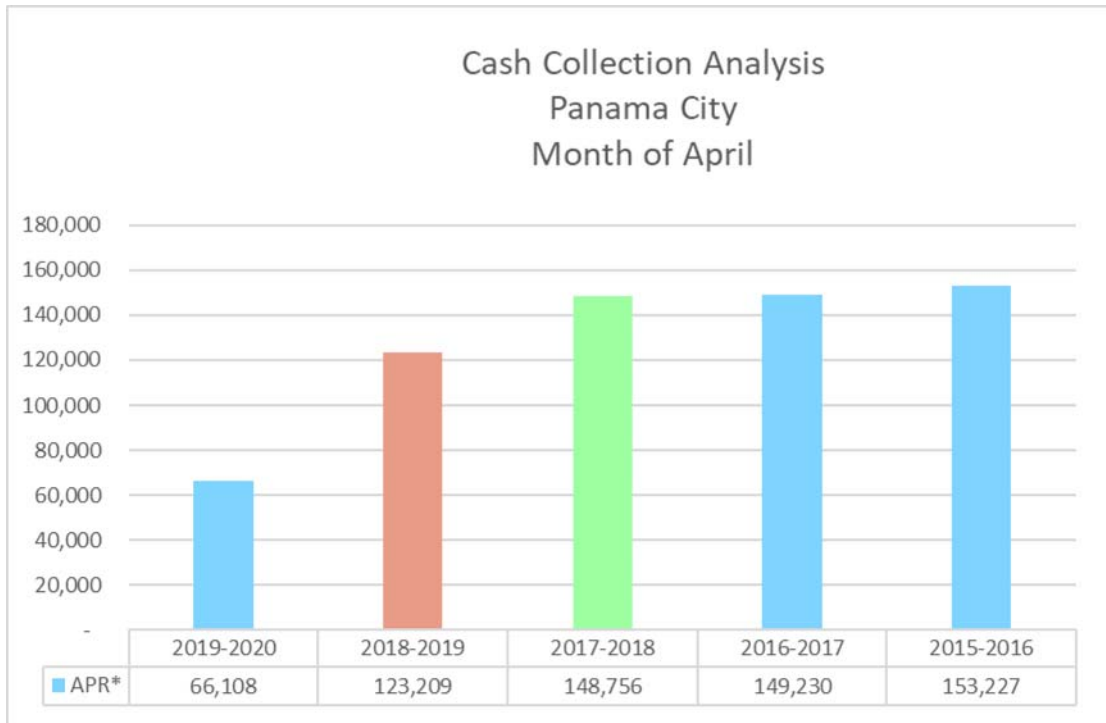
DETAILED ANALYSIS ATTACHED?: YES ☐ NO ☐

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT ACTION WILL BE ACCOMPLISHED, (WHO, WHERE, WHEN & HOW))

Clerk of Court TDT division collects revenue and provides the attached reports.



Tourist Development Tax, Bay County, Florida



Bay County Tourist Development Tax, Post Office Box 1230, Panama City, Florida 32402

Express Delivery: 840 w 11th St Suite #3000, Panama City, Florida 32401

Phone: (850) 747-5226 Fax: (850) 747-5212

Visit us at: <https://TDC.BayCoClerk.com/TouristTax/> Email: TDC@BayCoClerk.com



Tourist Development Tax, Bay County, Florida

FY2020 Cash/Accrual Breakdown

Panama City

Attributed period	Collected in							
	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	
Pre	\$ 636.04	\$ -						\$ 636.04
Oct	\$ 123,225.69	\$ -						\$ 123,225.69
Nov		\$ 91,643.79	\$ 3,550.25	\$ 9.24				\$ 95,203.28
Dec			\$ 78,892.78	\$ 107.05				\$ 78,999.83
Jan				\$ 79,863.76				\$ 79,863.76
Feb					\$ 70,308.95	\$ 1,993.52	\$ 13,454.05	\$ 85,756.52
Mar					\$ 3,687.78	\$ 86,817.71	\$ 8,508.53	\$ 99,014.02
Apr							\$ 44,145.17	\$ 44,145.17
May								\$ -
Jun								\$ -
Jul								\$ -
Aug								\$ -
Sep								\$ -
Post	\$ 123,861.73	\$ 91,643.79	\$ 82,443.03	\$ 79,980.05	\$ 73,996.73	\$ 88,811.23	\$ 66,107.75	\$ 606,844.31

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TDT Monthly Analysis

		FY20	% change	FY19 5.00%	% change	FY18 5.00%	% change	FY17 5.00%	% change	FY16 5.00%	% change	FY15 5.00%
OCT	131.67%	123,861.72	-47.21%	53,465.19	-10.17%	101,281.73	19.23%	112,754.00		94,571.27		-
NOV	123.84%	91,643.79	-41.31%	40,942.54	-4.86%	69,765.50	11.00%	73,327.00		66,059.88		-
DEC	118.73%	82,443.03	-45.66%	37,691.14	5.63%	69,355.65	5.76%	65,657.00		62,079.90		-
JAN	57.93%	79,980.05	-23.33%	50,642.49	-6.09%	66,053.88	-10.00%	70,339.00	23.92%	78,155.39		63,069.50
FEB	23.55%	73,996.73	-27.20%	59,891.56	-3.94%	82,266.95	-7.72%	85,637.00	5.64%	92,804.00		87,845.52
MAR	10.47%	88,811.23	-45.62%	80,393.83	-4.76%	147,842.53	-2.82%	155,229.00	-20.33%	159,731.00		200,483.24
APR	-41.19%	66,107.75	-24.44%	112,406.97	-0.32%	148,755.72	-2.61%	149,230.00	17.10%	153,227.00		130,848.26
MAY			-12.71%	139,913.92	0.48%	160,287.99	4.75%	159,517.00	4.15%	152,286.00		146,220.71
JUN			-21.88%	187,808.86	17.94%	240,405.16	-3.22%	203,829.00	4.32%	210,619.00		201,906.34
JUL			-15.73%	231,805.34	4.60%	275,072.33	-1.10%	262,982.00	11.66%	265,911.00		238,143.02
AUG			19.03%	158,028.14	7.51%	132,766.82	14.11%	123,488.00	-8.34%	108,223.00		118,070.60
SEP			7.07%	125,158.45	2.78%	116,889.75	14.31%	113,733.00	3.74%	99,494.00		95,907.58
TOTAL	39.37%	606,844.30	-20.65%	1,278,148.43	2.22%	1,610,744.01	2.11%	\$ 1,575,722	20.32%	\$ 1,543,161		\$ 1,282,495

2.96%

606,844.30 FY20 YTD

1,278,148.43 FY19 YTD

1,610,744.01 FY18YTD

-11.45%

-14.79%

**Panama City Community Development Council
dba Destination Panama City
Agenda Item Summary**

1. PRESENTER NAME:

Jennifer Vigil
President & CEO

2. MEETING DATE:

6/09/20

3. REQUESTED MOTION/ACTION:

Board authorize CEO Vigil to advertise the RFP for Construction of the new Destination Panama City Visitors Center.

4. AGENDA

PRESENTATION ☐
PUBLIC HEARING ☐
CONSENT ☐
REGULAR ☒

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: Yes ☐ No ☐ If No, STATE ACTION REQUIRED ☐ N/A

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: Yes ☐ No ☐**6. BACKGROUND:** (WHY IS THE ACTION NECESSARY, WHAT ACTION WILL BE ACCOMPLISHED, (WHO, WHERE, WHEN & HOW))

Since Hurricane Michael devastated Panama City in 2018, the Destination Panama City organization has been in three different locations; a shared trailer, a small storefront, and now a construction trailer at 101 West Beach Drive. Over the course of the last 18 months, Destination Panama City staff has worked in concert with the City of Panama City on site selection, desired public amenities and the installation of the temporary construction trailer on the future site location. Being on site allows the Destination Panama City team to be available throughout the construction process and ensure things are moving along as planned.

On May 12, 2020, the Destination Panama City (PCCDC) Board was presented with the conceptual renderings and draft design. The DPC Board agreed that the efforts exceeded the expectations and provided direction to move to the next phase of preparing the construction documents to advertise the RFP.

Florida Architects, Anchor CEI, and CEO Vigil have prepared the attached RFP for Construction of the new Destination Panama City Visitors Center (located at 101 West Beach Drive).

The project manual and draft advertisement are attached.

Destination Panama City Visitors Center Project

101 Beach Drive
Panama City, Florida 32401

PROJECT MANUAL / SPECIFICATIONS Construction Documents

FLA Project No. 4296
June 8, 2020



Architect:



FLORIDA
ARCHITECTS
LICENSE #AA0002730

850.257.5400

SECTION 00 02 00 - TABLE OF CONTENTS

DIVISION 00 - CONDITIONS

00 02 00	Table of Contents
00 07 00	Invitation to Bid
00 10 00	Instructions to Bidders
	Exhibit C, Subcontractors List
	Exhibit D, Drug Free Workplace
	Exhibit E, E-Verify
	Exhibit F, Public Entity Crimes
	Exhibit G, Anti-Collusion
	Exhibit H, Conflict of Interest
	Exhibit I, Addendum Acknowledgement
	Exhibit J, labor and Materials Payment Bond
	Exhibit K, Performance Bond
00 31 00	Bid Proposal Form, Exhibit A
00 44 00	Bid Bond, Exhibit B
00 70 00	General Conditions: AIA A201-2017
00 80 00	Supplementary General Conditions
00 82 00	Special Conditions

DIVISION 01 - GENERAL REQUIREMENTS

01 10 00	Summary
01 31 00	Project Management & Coordination
01 33 00	Submittal Procedures
01 33 20	Routing Transmittal
01 40 00	Quality Requirements
01 42 00	References
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01 73 00	Execution
01 73 29	Cutting & Patching
01 77 00	Closeout Procedures
01 78 23	Operation and Maintenance Data

DIVISION 02 - EXISTING CONDITIONS (Not Used)

DIVISION 03 – CONCRETE

03 30 00	Cast-In-Place Concrete
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DIVISION 04 - MASONRY

04 20 00	Unit Masonry
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DIVISION 05 - METALS

05 50 00	Metal Fabrications
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DIVISION 06 - WOOD, PLASTIC AND COMPOSITES

06 10 00	Rough Carpentry
06 15 53	Wood Patio Decking
06 41 16	Plastic Laminate Faced Architectural Cabinets

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

07 14 16	Cold Fluid Applied Waterproofing
07 21 00	Thermal Insulation
07 46 46	Fiber Cement Siding and Trim
07 61 00	Sheet Metal Roofing
07 62 00	Sheet Metal Flashing & Trim

07 71 00 Roof Specialties
07 92 00 Joint Sealants

DIVISION 08 - OPENINGS

08 14 16 Flush Wood Doors
08 14 33.13 Wood Terrace Doors
08 53 13 Vinyl Windows
08 71 00 Door Hardware
08 80 00 Glazing

DIVISION 09 - FINISHES

09 29 00 Gypsum Board
09 30 00 Tiling
09 51 23 Acoustical Tile Ceiling
09 65 13 Resilient Base and Accessories
09 65 19 Resilient Tile Flooring
09 67 23 Seamless Resinous Flooring
09 68 13 Tile Carpeting
09 91 13 Exterior Painting
09 91 23 Interior Painting
09 93 00 Staining and Transparent Finishing

DIVISION 10 – SPECIALTIES

10 14 19 Dimensional Letter Signage
10 14 23 Panel Signage
10 28 00 Toilet and Custodial Accessories
10 44 16 Fire Extinguishers

DIVISION 11 - EQUIPMENT

11 30 13 Residential Appliances

DIVISION 12 - FURNISHINGS

12 36 61.16 Slid Surfacing Countertops

DIVISION 13 - SPECIAL CONSTRUCTION

(Not Used)

DIVISION 14 - CONVEYING EQUIPMENT

(Not Used)

DIVISION 21 - FIRE SUPPRESSION

(Not Used)

DIVISION 22 - PLUMBING

22 01 00 Plumbing General Requirements

DIVISION 23 - HEATING, VENTILATING AND AIR CONDITIONING

23 01 00 Mechanical General Requirements

DIVISION 26 – ELECTRICAL

26 05 00 Electrical General Requirements

DIVISION 27 - COMMUNICATIONS

(Not Used)

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY

(Not Used)

DIVISION 30 - SITE WORK
(Not Used)

DIVISION 31 – EARTHWORK
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31 20 00 Earth Moving
31 31 16 Termite Control
31 50 73 Excavation and Backfill

DIVISION 32 - EXTERIOR IMPROVEMENTS
32 12 18 Asphalt Paving Coating
32 17 23 Pavement Markings

DIVISION 33 – UTILITIES
(Not Used)

END OF SECTION 00 02 00

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SECTION 00 07 00 – INVITATION TO BID

PART 1 - GENERAL

1.1 INVITATION TO BID

- A. Notice is hereby given that signed, sealed, and delivered bids shall be received from pre-qualified Contractors by the Owner no later than **June 25, 2020 until 2:00 pm (CT)** local time, for the work described in the construction of:
- B. DESTINATION PANAMA CITY VISITORS CENTER PROJECT
101 Beach Drive
Panama City, Florida 32401
- C. In order for bids to be considered, they must be in the possession of the Owner's Agent on or before the date and time noted above.
- D. Mail or hand deliver all bid proposals as noted below:

Panama City Community Development Corporation Board of Directors
DESTINATION PANAMA CITY
101 Beach Drive
Panama City, Florida 32401

Attention: Jennifer Vigil, President & CEO, Owner's Agent
- E. NOTE: ***Oral, telegraphic or electronic proposals will not be considered.
- F. Proposals received after the published time or date, or incomplete proposals, will not be accepted.
- G. All bid proposals must be submitted in one (1) fully executed original form (marked Original) and one printed copy, and one (1) electronic copy (USB jump drive or readable CD) and must be signed, sealed (corporate seal), and securely sealed in an envelope or suitable conveyance, and clearly marked on the outside to show the date and time, and must be designated as "SEALED BID FOR DESTINATION PANAMA CITY VISITORS CENTER PROJECT" and indicating the respondent's name, address, date and time of opening.
- H. Bid proposals will be read aloud publicly at the bid opening on June 25, 2020 at 2:00 pm (CT). The bid results will be posted on the Owner's procurement website and the Architects bidding website for registered parties.
- I. Bids and supporting documents will be evaluated by the Architect and the Owner's Agent. Further, the Panama City Community Development Corporation Board of Directors reserves the right to accept or reject any or all bids, or parts thereof, or to waive informalities therein, or to accept other than the lowest bid when considered to be in the best interest of the Owner, or to waive informalities in the solicitation documents, and to obtain new bids. Each Bid shall include a Bid Bond valid and binding for a period of thirty (30) days after opening.
- J. Inquiries regarding this ITB should be directed to Mr. Antonio Adessi, Principal Architect, via emailto:aadessi@floridaarchitects.com.

- K. A Non-Mandatory Pre-Bid Conference will be held on June 16, 2020 at 2:00 PC (CT) at the Project Site: 101 Beach Drive, Panama City, FL 32401.
- L. The last day to submit (via email) questions to the Architect will be June 17, 2020 until 4:00 pm (CT).

1.2 DOCUMENTS

- A. Documents will be available as follows:
 - 1. Bid Documents (digital PDF format) may be obtained from the Owner's procurement website: <http://www.> _____
 - 2. Bid Documents (digital PDF format) may be obtained by registering with the Architect for access to a bidding information website by calling 850.257.5400.
 - 3. Addenda will be posted to the Owner's procurement website and the Architects registered bidding information website. Be sure to periodically check these websites for any Addenda and/or other additional bidding information. Checking the websites are the Bidders responsibility.
- B. Documents may be viewed at no cost at the office of the Architect and Owner's Agent when a time is prearranged by telephone.

END OF SECTION 00 07 00

SECTION 00 10 00 – INSTRUCTION TO BIDDERS

PART 1 - GENERAL

1.1 INSTRUCTIONS AND INFORMATION TO BIDDERS

- A. Bid proposals shall be on forms included in this bid package (Exhibit A, Bid Form Section 00 31 00).
- B. Bidders shall agree not to withdraw their bid proposal for a period of thirty (30) days after the date for opening of bids.
- C. Certificates of Insurance will be required of the successful Bidder in the amounts specified in the Conditions of the Contract.
- D. Each Bidder shall include in his bid amount the cost of the insurance, including but not limited to, Builder's Risk Insurance.
- E. Each Bidder shall be required to register with the Architect to gain access to the Architect's Project Website and to obtain digital (PDF) copies of all documents and any Addenda.
- F. The Bid Proposal will be assembled and submitted in an appropriately sized envelope for submission with the name of the project appearing legibly on the outside of the envelope. Bids sent electronically will not be accepted.

The sealed Bids are to be delivered to the following address:

DESTINATION PANAMA CITY
101 Beach Drive
Panama City, FL 32401
Attn: Ms. Jennifer Vigil, President & CEO

- G. The Bid due date and time will be:

Thursday June 25, 2020 at 2:00 pm (CT)

- 1.2 The Owner reserves the right to accept or reject any or all bids, or parts thereof, or to waive informalities therein, or to accept other than the lowest bid when considered to be in the best interest of the Owner, or to waive informalities in the solicitation documents, to obtain new bids. Each Bid shall be valid and binding for a period of thirty (30) days after opening.

- A. Bids will be collected and opened publicly. The Architect will post the Notice-of Award to the Bidding Website.

1.3 BID SUBMITTAL REQUIREMENTS

- A. Exhibit A, Attached Bid Proposal Form is to be used, Section 00 10 00
- B. Exhibit B, Attached Bid Bond AIA A310, Section 00 44 00
- C. Exhibit C, List of Subcontractors, Section 00 10 00
- D. Exhibit D, Drug Free Workplace Form, Section 00 10 00
- E. Exhibit E, E-Verify Form, Section 00 10 00
- F. Exhibit F, Public Entity Crimes, Section 00 10 00
- G. Exhibit G, Anti-Collusion Clause, Section 00 10 00
- H. Exhibit H, Conflict of Interest Disclosure Form, Section 00 10 00
- I. Exhibit I, Addenda Acknowledgement Form, Section 00 10 00

1.4 AIA AND OTHER FORMS TO BE USED WITH THIS CONTRACT:

- A. Exhibit J, Labor and Material Payment Form, Section 00 10 00
- B. Exhibit K, Performance Bond, Section 00 10 00
- C. Exhibit L, AIA A105 - Owner-Contractor Agreement Short Form – 2017 Stipulated Sum

- D. A201 General Conditions of the Contract for Construction, Section 00 70 00
- E. G701 Change Order
- F. G702 Application and Certificate for Payment
- G. G703 Continuation Sheet for G702
- H. G704 Certification of Substantial Completion
- I. G706A Contractor's Affidavit – Release of Liens
- J. G709 Proposal Request
- K. G710 Architect's Supplemental Instructions
- L. G714 Construction Change Directive

1.5 DEFINITIONS:

- A. The Bidding Documents include the Bid Scope Documents, the Conditions of the Contract (General, Supplementary General, and Special Conditions), and the Construction Drawings and Specifications (Project Manual), including any Addenda issued prior to the receipt of bids.
- B. The Bid Scope Documents include the Invitation to Bid, Information to Bidders, Description of the Work, Schedule of Drawings, Bid Form, and sample bidding and contract forms.
- C. The Contract Documents consist of the Agreement, the Conditions of the Contract (General, Supplementary General, and Special Conditions), the Construction Drawings, the Specifications (Project Manual), all Addenda, and all modifications thereto, and the Contract between the Owner and the Contractor.
- D. Addenda are written and graphic instruments issued by the Architect and posted on the Architect's Project Website prior to the time of receipt of Bids which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.
- E. A Bid is complete and properly signed, sealed, and notarized proposal to do the work for the sums stipulated, supported by data called for by the Bidding Documents.
- F. Base Bid is the sum for which the Bidder offers to perform the work described in the Bidding Documents as the Base.
- G. An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to, or deducted from, the amount of the Base Bid if the corresponding change in the project scope or materials or methods of construction is described in the Bidding Documents.
- H. A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the Bidding Documents or the Contract Documents.
- I. Where reference is made to the Architect or Engineer it shall mean the designated representative of the Architect.
- J. Wherever in the Specifications (or on the Drawings) there is a reference to the "Contractor" (or "G.C."), or "Construction Manager" (or CM), such reference shall be interpreted to mean the "General Contractor".

1.6 QUALIFICATION OF CONTRACTORS AND SUBCONTRACTORS:

- A. In order to be qualified, a Bidder must be able to present evidence that he (they) are currently registered with or hold an unexpired certificate as a Contractor, issued by the Florida Construction Industry Licensing Board in accordance with Chapter 489, Part I Licensing of Construction Industry, Florida Statutes. In order to be qualified, if the Bidder is a Corporation, he must be properly registered with the State of Florida, Department of State, Division of Corporations, and must hold a current State Corporate Charter Number in accordance with Chapter 607, Florida Statutes.
- B. Furthermore, the Agreement will only be entered into with responsible Contractors, found to be satisfactory to the Architect and the Owner's Agent, qualified by experience and in a financial position to do the work specified.
- C. The Contractor will be required to engage a qualified independent testing and inspection consultant, acceptable to the Owner's Agent and the Architect, with capabilities to act as a testing and inspecting agency to perform tests and inspections and to prepare reports during the entire term of the project as specified in individual specification sections.

1.7 METHOD OF BIDDING:

- A. The work described in these documents is the sole responsibility of the Contractor known herein as "Contractor." The work of each Subcontractor is described in the Description of Work of each Specification Section and as noted on the drawings and shall be identified in the contract with each Subcontractor. Subcontractors are required to review all drawings and specifications to ensure that they have included all aspects of the project requirements.

1.8 EXAMINE BIDDING DOCUMENTS AND SITE VISIT:

- A. The Bidder shall be held to have examined the premises and site so as to compare the existing conditions with the Drawings and Specifications, and to have satisfied himself as to the condition of the premises, any obstructions, the actual levels, and all other work necessary for carrying out the project, before delivery of his proposal. The Bidder shall also acquaint himself with the character and extent of the Owner's Agent's and other Contractor's operations in the area of the work, so that he may make his construction plans accordingly. No allowances or extra payment will be made to a Contractor for, or on account of, costs or expenses occasioned by his failure to comply with the provisions of this paragraph, or by reason of error or oversight on the part of the Contractor, or on account of interferences by the Owner's Agent or a Subcontractor's activities.
- B. Complete sets of Bidding Documents shall be used in preparing bids. Neither the Owner's Agent, nor the Architect assumes any responsibility for errors, omissions, or misinterpretations resulting from the use of incomplete sets of Bidding Documents. Documents will be available by registration with the Architect to gain access to the Architect's Bidding Project Website.
- C. The Owner's Agent or Architect in making, or having made, copies of the Bidding documents and Contract Documents available, does so only for the purpose of obtaining bids on, or construction of, the Work and does not confer a license or grant for any other use.

1.9 NON-MANDATORY PRE-BID CONFERENCE:

- A. A Pre-Bid Conference is scheduled for June 16, 2020 at 2:00 pm (CT) at the Project Site.
- B. Bidders shall submit to the Architect a written list of questions and requests for clarification.
- C. The last day to submit written questions shall be June 17, 2020 at 4:00 pm (CT).

1.10 DISCREPANCIES, OMISSIONS OR INTERPRETATIONS

- A. Bidders shall promptly notify the Architect of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or Contract Documents or of site and local conditions. Bidders requiring clarification or interpretation of the Bidding Documents or Contract Documents shall make a written request to the Architect by June 17, 2020, 4:00 pm (CT). Interpretations will not be made orally.
- B. Any interpretations, corrections, or change of the Architect's Bidding Documents will be made by Addendum by the Architect and issued to registered plan holders by the Architect. Interpretations, corrections, or changes of Documents made in any other manner will not be binding, and bidders shall not rely upon such interpretations, corrections, and changes.
- C. Addenda will be posted to the Architect's Project Website for all potential bidders and only to those bidders registered with the Architect.
- D. All emails regarding clarification or interpretation of the documents will be accepted by the Architect. This routing of correspondence is only to ensure orderly dissemination of information. The Architect is the preparer of the Bidding Documents and Construction Documents and, as such will be the interpreter of the Documents, and will be the only party responsible for issuance of clarification or interpretation information regarding this project.

1.11 BID PROPOSAL FORM:

- A. The Bidder by submitting his Bid represents that he has read and understands the Bidding Documents and his Bid is made in accordance therewith.
- B. Each bid shall be submitted on the bidder's letterhead following (matching) the Bid Proposal Form bound in the Bid Scope Documents with all blank spaces filled in. All blanks on the bid form shall be

filled in by typewriter or manually in ink. Each bid shall be submitted in duplicate (one marked "Original") and one (1) copy.

- C. All interlineations, alterations, or erasures shall be initiated by the signer of the bid.
- D. Fill in all spaces for bid prices in both words and figures. In case of discrepancies, the amount shown in words will govern. Submit the Bid, and any other documents required to be submitted with the Bid, in a sealed opaque envelope.
- E. All requested Alternates shall be bid. If alternates do not make a change in the Base Bid, enter "No Change". Failure to comply with this requirement may result in rejection of the Bid.
- F. Make the Bid in the name of the principal, and if a co-partnership, give the names of the parties. Give the complete address. If bids are submitted by an agency, provide satisfactory evidence of the agency authority.
- G. The Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, a partnership, a corporation, or some other legal entity. The Bid Proposal shall be signed, sealed and notarized by the person or persons authorized to bind the Bidder to the contract.
- H. The Bidder, by submitting his Bid, represents that he has read and acknowledges that the construction time frame is acceptable. The Bidder further acknowledges that his Bid is based upon the materials, system, and equipment required by the Bidding Documents without exception.
- I. Bids must be received at the designated location prior to the time and date for receipt of bids indicated in the Invitation to Bid, or any extension thereof made by the Addendum.
- J. Oral, telephone, email, or telegraph bids are invalid and will not receive consideration. No Bids received after the time fixed for receiving them will be considered. Late Bids will be returned to the sender unopened.
- K. The Bidder, by submitting his Bid, acknowledges and agrees to deliver the required Certificates of Insurance with three days of notice of award by the Owner with the executed contract.

1.12 ADDENDA:

- A. All addenda issued during the time of bidding shall become part of the Bidding Documents, and receipt thereof shall be acknowledged on the bid proposal.
- B. Each Bidder shall ascertain prior to submitting his bid that he has obtained all Addenda issued.
- C. Addenda will be posted to the Architect's Project Website as soon as prepared by the Architect.

1.13 ALTERNATES:

- A. Each Bidder shall bid on all Alternates listed in each part of the Bid Proposal. They will be fully considered in awarding the Contract.
- B. Bids will be considered irregular, and may be rejected, if Alternates contained in the Bid Proposal are obviously unbalanced in excess of, or below, reasonable cost analysis values.

1.14 SALES TAX:

- A. The Bidder shall include in his Bid Proposal all sales and use taxes on materials and equipment included in his Proposal which may be required by law.
- B. The Contractor agrees to participate in the Not-For-Profit Owners direct purchase tax recovery program. Contractor to furnish the Owner with purchase order information necessary for the Owner to order and pay for direct purchases over \$5,000.

1.15 INSURANCE:

- A. Refer to "Supplementary General Conditions", Article 11.

1.16 SUBSTITUTIONS:

- A. Bidders wishing to obtain approval of an article, device, product, material, fixture, form, or type of construction other than that specified or shown by name, make, or catalog number, shall make written request to the Architect, through the General Contractor, timed so as to reach the Architect at least

seven (7) working days prior to the date of receipt of bids. Such request shall be accompanied by data supporting the claim to equality or equivalence and as indicated in Sections 008000, and 008200.

- B. Approval by the Architect, if given, will be made by Addendum. Said approval will indicate that the additional article, device, product material, fixture, form, or type of construction is approved for use insofar as the requirements of this Project are concerned.
- C. The Bidder shall submit drawings and other descriptive data of any modification, or items of assemblies, necessary to provide approved compliance with requirements and compatibility with adjacent components.
- D. Bids shall not be based on assumed acceptance of any item which has not been approved by Addendum or specified herein.
- E. Under no circumstance will the Architect be required to prove that a product proposed for substitution is, or is not, equal or equivalent quality to the product specified. It is mandatory that the Bidder submit a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, drawings, cuts, performance and test data, locations of other installations in the State of Florida with contacts names at those locations and any other data, samples or information necessary for a complete evaluation. Insufficient data will not be considered.

1.17 WITHDRAWAL OR REVISION OF BID PROPOSALS:

- A. Any bid proposal may be withdrawn or revised in writing prior to the scheduled time for opening of bid proposals.
- B. A bid may not be modified, withdrawn, or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of bids, and the Bidder so agrees in submitting his bid.
- C. Prior to the time and date designated for receipt of bids, bids submitted early may be modified or withdrawn only by notice to the party receiving bids at the place, and prior to the time, designated for receipt of bids. Such notice shall be in writing over the signature of the Bidder or be by email; if by email, written confirmation over the signature of the Bidder must have been emailed on or before the date and time set for receipt of bids. It shall be so worded as not to reveal the amount of the original bid.
- D. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with this Section, Information to Bidders and other Bid Document requirements.
- E. Bid security shall be in an amount sufficient for the bid as modified or resubmitted.

1.18 ACCEPTANCE OF BID PROPOSALS:

- A. Bids will be received on or before JUNE 25, 2020 until 2:00 pm (CT).
- B. Bid Bond (Exhibit "B", Section 00 44 00) is required to be submitted with the Bid Proposal.
- C. Labor and Material Payment Bond (Exhibit "J", Section 00 10 00), and 100% Performance Bonds (Exhibit "K", Section 00 10 00) are required for this project.
- D. Bids will be opened and reviewed publicly by the Architect and Owner. The Notice-of-Award will be posted on the Bidding Website(s).
- E. Bids shall be good for thirty (30) calendar days after the bid opening.
- F. It is the intent of the Owner to award a Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available within five (5) calendar days following the bid opening.
- G. Further, the Owner reserves the right to accept or reject any or all bids, or parts thereof, or to waive informalities therein, or to accept other than the lowest bid when considered to be in the best interest of the Owner, or to waive informalities in the solicitation documents, and to obtain new bids.

1.19 CONSTRUCTION BONDS:

- A. The Owner's Agent will, prior to the execution of the Contract, require the General Contractor to furnish a Performance Bond (Exhibit "K") and Labor and Material Payment Bond (Exhibit "J") equal to one hundred percent (100%) of the total amount payable by the terms of the Contract.
- B. The General Contractor shall deliver the required Bonds to the Owner's Agent at the date of execution of the Contract.

- C. The Bonds shall be written and executed on the forms which are included in the Bid Scope Documents. Any bonding company submitting a Bid Bond or Construction Bonds to the Owner's Agent must be licensed to transact a fidelity and surety business in the State of Florida.
- D. The General Contractor shall be responsible for notifying the Owner's Agent immediately upon notification from the Bonding Company that they can no longer provide the Bonding requirements for this project, and/or if the company is not able to conduct business, or if the company goes out of business. The General Contractor shall also be responsible for immediately obtaining new Bonds as required for this project and forwarding them to the Owner's Agent, if the original Bonding Company cannot provide the bonds or goes out of business.

1.20 CONTRACT AGREEMENT FORM:

- A. The form that will be used for this contract agreement shall be the "Standard Form of Agreement between the Owner's Agent and Contractor where the basis of payment is a STIPULATED SUM" (A.I.A. Document A105-2017) as modified/prepared by the Architect. The General Contractor will provide all insurance certificates within three (3) calendar days of the Notice of Award by the Owner.

1.21 POST-BID INFORMATION:

- A. After the bids are received, tabulated and evaluated by the Owner's Agent and the Architect, the apparent low bidder shall meet for the purpose of determining any contract concerns. Contractor to provide the following information to the Owner at the meeting:
 - 1. Designation of Work to be performed by the Bidder with his own forces.
 - 2. Complete detailed unit cost breakdown. This breakdown shall include separate line items for all mechanical work, and all electrical work, and further a line item cost for each Section of the Specifications.
 - 3. Provide a Schedule of Values with unit costs for each major item/Section of the Specifications.
 - 4. A final list of names of the Subcontractors or other entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.
 - 5. The proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the Work. This information shall not be allowed to change during the course of the Work unless approved by the Architect/Engineer.
 - 6. Within three (3) calendar days after Notice of Award, Contractor to submit to the Architect a complete list of all items, products, and layouts for which shop drawings, brochures, or samples are required, names of each subcontractor or supplier, and approximate date of planned submission.
 - 7. The Bidder will be required to establish to the satisfaction of the Architect and Owner's Agent the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.
 - a. Prior to the award of the Contract, the Architect will notify the Bidder in writing if either the Owner's Agent or the Architect, after due investigations, has reasonable objection to any such proposed person or entity.
 - b. If the Owner's Agent or Architect has reasonable objection to any such proposed person or entity, the Bidder shall submit an acceptable substitute person or entity with an adjustment in his bid price, if any, to cover the difference in cost occasioned by such substitution.
 - c. The Owner's Agent may, at his discretion, accept the adjusted bid price or he may disqualify the Bidder. In the event of either withdrawal or disqualification of the Bidder pursuant to this paragraph, bid security will not be forfeited.

1.22 SCHEDULING AND COMPLETION:

- A. Work shall be commenced by the date established in the Notice to Proceed, but in no case more than five (5) consecutive calendar days after such date, and shall proceed in accordance with a schedule to be developed by the Contractor and presented to the Architect and the Owner's Agent. **The Work shall be Substantially Complete (as approved by the Architect and Owner) Two-Hundred-Forty-Three (243) consecutive calendar days following the Notice to Proceed.**
- B.
- C. Due to the required operation schedule, the need to complete this work in order to finish other required work and occupy the facility at full capacity, time is of the essence for this Contract.
- D.
- E. LIQUIDATED DAMAGES:

If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time or as otherwise required by the Contract Documents, the Owner's Agent shall be entitled to retain or recover from the Contractor and/or its Surety, and liquidated damages and not as a penalty, the following per diem amounts commencing upon the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner's Agent would incur as a result of delayed completion of the Work.

Substantial Completion Liquidated Damages Per Day: \$500.00

The Liquidated Damages amount per calendar day are fixed and agreed upon by and between the Contractor and the Owner's Agent because of the impracticality and difficulty of ascertaining actual damages the Owner's Agent will sustain. The Owner's Agent will suffer financial damage if the Project is not substantially completed on the dates set forth in the Contract Documents. Therefore, it is agreed that the liquidated damages amount per calendar day is adequate to cover damages which the Owner's Agent will sustain by reason of the inconvenience, loss of use, loss of monies, additional costs of contract administration by the Architect and Owner's Agent.

Permitting the contractor to continue and finish the Work or any part of the Work after time fixed for its completion or after date to which time for completion may have been extended shall in no way constitute a waiver on the part of the Owner's Agent of any of his rights under the Contract.

Liquidated Damages shall also be assigned to the Contractor if punch list items have not been completed within twenty-one (21) consecutive calendar days after Substantial Completion. Liquidated Damages for punch list items shall commence on the (22nd) day after Substantial Completion and accrue until the final Application for Payment has been approved by the Architect. The Contractor, and its Surety, shall pay to the Owner's Agent the sums hereinafter stipulated as fixed, agreed and liquidated damages for each calendar day of delay until the punch list items are complete and the Contractor has complied with the Final Completion requirements:

Final Completion Liquidated Damages Per Day: \$250.00

1.23 REQUIREMENTS FOR LICENSED SUBCONTRACTORS:

- A. The Contractor must complete a form provided by the Owner for every Subcontractor (refer to Section 00 10 00 Exhibit B). The information required will be their contact information, license #, and the expiration date.
- B. Each trade and special contractor shall submit proof of current licensure from the State of Florida.

END OF SECTION 00 10 00

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EXHIBIT "D"

**DRUG FREE WORKPLACE
Section 287.087 Florida Statutes**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price, quality, and service, are received by the Panama City Community Development Corporation Board of Directors, DESTINATION PANAMA CITY for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. To have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

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EXHIBIT "C"

SUB-CONTRACTORS FORM

As the Bidder, I submit a listing of the Sub-Contractors which I shall use to accomplish the Work. Sub-Contractors are listed by name, address, amount of work and item of work. If none, please state so.

Subcontractor Name, Address, & License #: _____

Subcontractor Name, Address, & License #: _____

Subcontractor Name, Address, & License #: _____

Subcontractor Name, Address, & License #: _____

Subcontractor Name, Address, & License #: _____

Subcontractor Name, Address, & License #: _____

Subcontractor Name, Address, & License #: _____

Subcontractor Name, Address, & License #: _____

Subcontractor Name, Address, & License #: _____

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT E

E-VERIFY

Contractor/Vendor/Consultant acknowledges and agrees to the following:

Contractor/Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Contractor/Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the Contractor/Vendor/Consultant to perform work pursuant to the contract with The Panama City Community Development Corporation Board of Directors, DESTINATION PANAMA CITY (Owner).

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

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EXHIBIT "F"

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES,
PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____

by _____

for _____

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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5. I understand that a "person" as defined in Paragraph 287.133(1)I, Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter in to a binding contract and which bids or applied to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, share holders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vender list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Sworn to and subscribed before me on this _____ day of _____, 20____.

Personally known _____ OR Produced identification _____

Notary Public- State of _____

My commission expires: _____
[printed, typed or stamped commissioned name of notary public]

EXHIBIT "G"

ANTI-COLLUSION CLAUSE

Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

Sworn to and subscribed before me on this day of , 20 .

Personally known OR Produced identification

Notary Public- State of

My commission expires:

[printed, typed or stamped commissioned name of notary public]

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EXHIBIT "H"

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all firms, must disclose if any Panama City Community Development Corporation Board of Directors, DESTINATION PANAMA CITY(s), employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, spouse or family member, etc., of their firm.

Indicate either "yes", or "no". If yes, give person(s) name(s) and position(s) with your firm.

YES _____

NO _____

NAME(S)

POSITION(S)

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT "I"

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO. _____

DATED _____

ADDENDUM NO. _____

DATED _____

ADDENDUM NO. _____

DATED _____

ADDENDUM NO. _____

DATED _____

ADDENDUM NO. _____

DATED _____

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

It is the responsibility of the firm to ensure that they have received addendums if issued. Check the Owner's and Architect's Project Procurement Websites at least 24-hours prior to submitting your proposal to ensure that you have received addendums.

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EXHIBIT "J"

LABOR AND MATERIAL PAYMENT BOND

BY THIS BOND, We, _____ as Principal and

_____, a corporation, as

Surety, are bound to the Panama City Community Development Corporation Board of Directors, DESTINATION PANAMA CITY (OWNER), in the sum of \$ _____ for the payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

Principal and the OWNER entered into a contract dated _____, 20__ for

_____ which is incorporated by reference. THE CONDITIONS of this bond is such that:

1. If the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or modification thereof, including all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void. Otherwise, it shall remain in full force and effect.

2. If Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

Further, no final settlement between PHCA and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Now, therefore, if the Contractor shall promptly make payment to all claimants, defined below, for all labor and material used or required for use in performing the obligations of this Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Signed and Sealed this _____ day of _____, 20__.

COMPANY/CORPORATE PRINCIPAL

Attest:

By: _____

Seal:

Its: _____

Acknowledged and subscribed on _____, 20__, before the undersigned authority by _____, as the _____ of _____ the Company/Corporation named as Principal and with due authorization of the Corporation.

SURETY

Notary Public
Attest:

By: _____

Seal:

Countersigned:

By: _____

Attorney-in-Fact, State of Florida

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EXHIBIT "K"

PERFORMANCE BOND

BY THIS BOND, We, _____ as Principal and _____, a corporation, as Surety, are bound to the Panama City Community Development Corporation Board of Directors, DESTINATION PANAMA CITY, as, in the sum

of \$ _____ for the payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally. THE CONDITIONS of this bond are that if Principal:

1. Performs the contract dated _____, 20____, between Principal and the PHCA for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in section 255.05(1), Florida Statutes, supplying Principal with labor materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that PHCA sustains because of a default by Principal under the contract; and
4. Performs the guarantee and warranty of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
5. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

The Surety and the Contractor consent and yield to the jurisdiction of the Civil Courts in and for Bay County, Florida.

CORPORATE PRINCIPAL

Attest:

By: _____

Seal:

Its: _____

Acknowledged and subscribed on _____, 20____, before the undersigned authority by _____, as the _____ of the Company/Corporation named _____ as Principal and with due authorization of the Company/Corporation.

Notary Public

SURETY

Attest:

By: _____

Seal:

Countersigned:

By: _____

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SECTION 00 31 00 – BID PROPOSAL FORM (EXHIBIT “A”)

PART 1 - GENERAL

1.1 BID FOR CONSTRUCTION CONTRACT FOR: AARON'S REMODELING & ADDITION PROJECT:

BID FROM: _____

(herein after called "Bidder") a Corporate organized and existing under the laws of the State of Florida, a Partnership, or an individual.

TO: Mr. Brent Smith, Store Manager
G.N.S. & ASSOCIATES, INC.
940 Schillinger Road N
Suite 2
Mobile, AL 36608

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as Principal or Principals is, or are, named herein and that no other person and herein mentioned has any interest in this proposal or in the contract to be entered into; that this Bid is made without connection with any other person, company, or parties making a bid; and that it is in all respects fair and in good faith, without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the places where the work is to be done; that he has examined the drawings and specifications for the work and the contractual documents relative thereto (available by registering with the Architect), and has read all the special provisions furnished prior to the opening of bids, and that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract the Owner in the form of Contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the scope-of-work identified in full and complete accordance with the shown, noted, described, and intended requirements of the Contract Documents to the full and entire satisfaction of Florida Architects, Inc. with a definite understanding that no money will be allowed for extra work except as set for in the Contract Documents, the Bidder makes the following proposal.

The Bidder further proposes and agrees to commence work under this Contract no later than **three (3) consecutive days** from the date established in the Notice to Proceed issued by the Architect, and be Substantially and Finally Complete within the time as specified in Section 00 10 00, Instructions to Bidders, Subsection 1.22. Liquidated Damages apply for failure to perform as specified in the Project Manual.

It is planned that the Notice of Award will be issued on or about **May 4, 2020** on the Architect's Project Website.

The Proposed Construction Contract is intended to be approved and executed by the parties by **May 7, 2020.**

It is the intent that the Notice to Proceed will be issued on **May 11, 2020** – Refer to Section 00 10 00 for Time.

The scheduled Substantial Completion date would be **276 days** on **February 11, 2021.**

The scheduled Final Completion date of **21 days** would be **March 4, 2021**.

- 1.1 After the date of Substantial Completion, an additional **twenty-one (21)** calendar days as noted above will be allowed for the following:

Completion of all punch-list items.
Removal of equipment, excess materials, and debris from the site.
Final cleaning.
Completion of all Contract close-out items including as-built drawings and maintenance manuals as specified in the Project Manual.

- 1.2 The Bidder further proposes and agrees to execute and deliver the said Contract and the required Certificates of Insurance and Bonds, all within **five (5) consecutive calendar days** after written notice being given of the Notice of Award of the contract.

- 1.3 CONSIDERATION OF BIDS:

- A. The Bidder agrees that this bid may not be withdrawn for a period of thirty (30) calendar days from the opening thereof.
- B. Attach Exhibit B, List of Subcontractors, Exhibit C, Addendum Acknowledgement, and Section 00 91 00, Trench Safety Act Form with this Proposal.
- C. This Bid Form shall become a part of the Contract for Construction.

- 1.4 ADDENDA RECEIPT:

Complete and attach the Addenda to the Bidding Documents Acknowledgement Form Exhibit "C", Section 00 10 00.

- 1.5 BID AMOUNTS:

1. **Base Bid Amount:** For all work associated and described on the Drawings and the Project Manual/Specifications for the building portion identified and required site work:
Bid Amount (In Words):

_____ Dollars
(\$ _____)

Show in both words and figure. In case of discrepancy, amount shown in words shall govern.

- 1.6 ALTERNATES:

1. **None.** _____)

- 1.7 OTHER CONTRACTOR OFFERINGS (if any):

1.8 SIGNATURES

The undersigned Bidder holds Florida Construction Industry Licensing Board Certification
Number: _____

Respectfully submitted,

(FIRM NAME) _____

Address: _____

By: _____
(Signature of Authorized Officer)

Print Name & Title: _____

Witness: _____

(Seal if bid is by a Corporation)

(SEAL)

1.9 DISCLAIMER

The Owner reserves the right to accept or reject any or all bids, or parts thereof, or to waive informalities therein, or to accept other than the lowest bid when considered to be in the best interest of the Owner, or to waive informalities in the solicitation documents, and to obtain new bids.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 00 31 00

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SECTION 00 44 00 – BID BOND (AIA DOCUMENT A310)

(EXHIBIT “B”)

See Attached AIA Document

END OF SECTION 00 44 00

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SECTION 00 70 00 – GENERAL CONDITIONS (AIA DOCUMENT A201)

See AIA Document A201 -2017

END OF SECTION 00 70 00

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SECTION 00 80 00 – SUPPLEMENTARY GENERAL CONDITIONS

SUPPLEMENTS TO A.I.A. DOCUMENT A201, 2017 EDITION GENERAL CONDITIONS FOR THE CONTRACT FOR CONSTRUCTION TABLE OF CONTENTS:

ARTICLE 1:	General Provisions
ARTICLE 2:	Owner
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ARTICLE 12:	Uncovering and Correction of Work
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GENERAL

These Supplementary General Conditions modify, change, delete from, or add to the "General Conditions of the Contract for Construction," A.I.A. Document A201, 2017 Edition. The A.I.A. Document A201, 2017 Edition is hereby made a part of every Section of these Specifications and shall be binding upon each Contractor, Subcontractor, and Material Supplier. Where any Article of the General Conditions is modified, or any Paragraph, Subparagraph, or Sub-Subparagraph thereof is modified or deleted by these Supplementary General Conditions, the unaltered provisions of the Article, Paragraph, Subparagraph, or Sub-Subparagraph shall remain in effect.

ARTICLE 1: GENERAL PROVISIONS:

1.1 BASIC DEFINITIONS:

1.1 Supplement Paragraph 1.1 as follows:

"1.1.1.1 The General Contractor's and Subcontractor's Proposal Forms as accepted by the Owner shall be a part of the Contract Documents.

1.1.9 "Provide", as used in the Contract Documents, includes furnishing all labor, supervision, tools, materials, supplies, equipment, shop drawings, product data and samples, together with all services, accessories and costs associated with performance of the work, or production or installation of an item or system usable in the complete project.

1.1.10 "Diagrammatic", as used in the Contract Documents, shall mean to outline in schematic form or an illustration to be used as a guide only.

1.1.11 "Product", as used in these Contract Documents, includes materials, systems and equipment."

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS:

1.2.1 Delete subsection entirely and substitute the following:

"1.2.1 The intent of the Contract Documents is to include all items necessary for the execution and completion of the work by the Contractor. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Performance by the Contractor and Subcontractors shall be required to produce the intended results. In cases of discrepancies between the Contract Documents, the Agreement shall take precedence over the Drawings and Specifications, and the Specifications shall take precedence over the Drawings, except as listed. Large scale plans, sections, and details take precedence over smaller scaled items.

Plan schedules shall control over general plans. Addenda and Change Orders supersede only affected portions of the Documents.

1.2.1.1 The Contractor/Subcontractor, however, shall be held to providing completed work, according to the meaning and intent of the Drawings and Specifications whether all of the items involved under any trade are mentioned in one or several sections or on one or several drawings.

1.2.1.2 Should any item to be furnished or labor to be performed as specified under more than one Section of the Specification, it will be premised that Subcontractors have included said product and/or labor in more than one Section, unless he shall have obtained a written decision from the Construction Manager prior to the bid. The Construction Manager will decide who shall provide such items. Proper credit shall be given to the Owner when the cost has been included more than once.

1.2.1.3 Should any item or equipment required to be furnished within the drawings or specifications fail to have any or all of its connections or utilities indicated, the Contractor and Subcontractors shall provide (as a minimum) services, utilities and connections to ensure the permanent, proper, code compliant operation of the item or equipment; unless such condition shall have been brought to the attention of the Architect prior to the Bid and a decision rendered through the issuance of addenda or other items of clarification.

1.2.1.4 The Contractor, and Subcontractors shall not take advantage of errors or omissions on Drawings or Specifications.

1.2.1.5 If any errors or omissions appear in Drawings, Specifications, or other Contract Documents, the Subcontractors shall notify the Contractor before time of submitting bid. The Contractor will notify and resolve the issues with the Architect prior to submitting a Guaranteed Maximum Price, or Bid Proposal to the Owner. Should conflict occur in or between Drawings and Specifications; Contractor and Subcontractors are deemed to have estimated on the more expensive product, method of installation, and/or the greater quantity, unless he has requested and obtained a written decision before submission of bid proposals as to which method, product, or quantity will be required.

1.2.1.6 References to known standard specifications shall mean the latest edition of such specifications adopted and published at date of invitation to submit proposal. Words which have well-known technical or trade meanings are used herein accordance with such recognized meanings.

1.2.1.7 When dimensions as shown on the Drawings are affected by conditions already established, the Subcontractor shall take measurements to verify the given scale or figure dimensions in the Drawings.

1.2.1.8 The Specifications, detailed description or omission of it, concerning any work to be provided shall be regarded as meaning that only the best general practice of the trade is to prevail and that only materials and workmanship of the first quality are to be used. All interpretations of these Specifications shall be made upon this basis and all interpretations shall be made by the Architect.

1.2.1.9 Execute work as per Contract Documents. Make no changes without having first received written permission from the Architect. Where detailed information is lacking, before proceeding with work, refer matter to the Architect for additional information.

1.2.1.10 THE MECHANICAL AND ELECTRICAL SYSTEM DRAWINGS ARE DIAGRAMMATIC IN NATURE AND THE FIELD CONDITIONS MAY ARISE THAT WILL PREVENT THEIR BEING INSTALLED AS PER DRAWING (EX.), SUCH AS PIPE AND CONDUIT RUNS, CROSSOVERS, RISERS, DOORS, FLOOR, WALLS AND CEILING PATTERN COVERING LAYOUTS, ETC. THEREFORE, IT SHALL BE THE RESPONSIBILITY OF EACH AND ALL SUBCONTRACTORS, FOR THE COORDINATION, TIMING AND PROTECTION OF ALL CONDITIONS; AND IN EACH CASE WHERE THERE IS ANY QUESTION OR PROBLEM AS TO CONDITIONS OR LOCATIONS OF THESE ITEMS, SUBMIT A WORKABLE SOLUTION TO THE CONSTRUCTION MANAGER/GENERAL CONTRACTOR AND THE ARCHITECT FOR REVIEW AND WRITTEN APPROVAL BEFORE COMMENCING WITH QUESTIONABLE WORK. IF SUCH ADJUSTMENT SHALL BE MADE BY THE SUBCONTRACTOR WITHOUT WRITTEN APPROVAL, IT SHALL BE AT THEIR OWN RISK AND EXPENSE. ANY REMOVAL OF NON-APPROVED AREAS SHALL BE THE RESPONSIBILITY AND EXPENSE OF THE SUBCONTRACTORS.

1.2.1.11 Where there is conflict between the Drawings, or between Drawings and Specifications, or doubt as to meaning, the Contractor and Subcontractors shall obtain a written decision from the Architect, except where the Contractor deems that there could be immediate damages to life or property. He shall not proceed in uncertainty in any instance.

1.2.1.12 In the case of discrepancies between the INFORMATION TO BIDDERS, CONDITIONS OF THE CONTRACT, DRAWINGS, SPECIFICATIONS, OR ADDENDA as it relates to each Subcontractor's Work Category responsibilities, the most stringent and/or most expensive case applies as determined by the Architect.

1.2.2 Add the following:

"1.2.2.1 Construction Specifications Institute (C.S.I. Uniform System): To assist the Contract, the Specifications are divided into Divisions and Section numbers generally conforming to "Uniform System for Construction Specifications.

ARTICLE 2:
OWNER:

2.1 GENERAL:

2.1.1 Add the following subparagraphs:

"2.1.1.1 THE TERM "ARCHITECT" AS USED IN THE GENERAL CONDITIONS SHALL MEAN FLORIDA ARCHITECTS, INC. WHERE THE TERM "A/E", "ARCHITECT/ENGINEER", OR "ENGINEER" IS USED IN THE DOCUMENTS, IT SHALL BE CONSIDERED AS BEING SYNONYMOUS WITH THE TERM "ARCHITECT" AS DEFINED IN THE GENERAL CONDITIONS.

2.1.1.2 The use of phrases "as directed", "as instructed", "reviewed", "authorized", "accepted", and similar terms implies that such action will be taken by the Architect unless specifically stated otherwise."

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER:

2.2.5.1 Add the following:

"2.2.5.1 The Contractor will be furnished with ONE (1) reproducible digital (PDF format) set of Drawings and Specifications by the Owner (other sets may be furnished but are not a requirement under this contract). A complete set of portable document format (.pdf) documents (plans and specifications) will be made available to the Contractor for the printing processes. The Contractor will make the portable document format documents available to the Subcontractors. The Architect will provide the Contractor with the original digital BIM Revit Model and AutoCAD files of the building and site for the Contractor's and Subcontractor's use to prepare Shop Drawings, Coordination Drawings, and Submittals upon receipt of accepted AIA Documents E203-2013 and G201-2013 Digital Protocol Agreements and the Architect's Digital File Release Forms from all users."

2.4 OWNERS RIGHT TO CARRY OUT THE WORK:

2.4.1 Add the following:

"2.4.1 The Owner will assist the Architect and Contractor in determining in general that the Work of the Subcontractors is being performed in accordance with the Contract Documents and will endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor and Subcontractors."

ARTICLE 3:
CONTRACTOR:

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR:

3.2.1 Add the Following:

"3.2.1.1 Examination of site shall include determination of the nature and scope of the work and all difficulties that accompany its execution."

3.2.3 Add the following:

"3.2.3.1 The Contractor, Subcontractors and material suppliers shall examine the Architectural, Structural, Mechanical, Plumbing, and Electrical Drawings and Specifications, and verify all measurements and requirements before ordering materials or performing any work to avoid problems during construction.

3.2.3.2 Before ordering materials or doing any work, the Contractor and Subcontractors shall verify all measurements at the project site and shall be responsible for their correctness. No extra compensation will be allowed on account of differences between actual dimensions and those indicated on the Drawings. Any decided difference which may be found shall be reported to the Architect in writing, for consideration before proceeding with the Work."

3.4 LABOR AND MATERIALS:

3.4.1 Add the following:

"3.4.1.1 Material Standards - Unless otherwise specifically provided in this Contract, reference to any equipment, material, article, or patented process, by trade name, make, or catalog number, shall establish a standard of quality and the Base Bid shall include only materials and items exactly as specified or called for by name.

Architect to list at least three acceptable manufacturers in the Specifications, where possible, however each manufacturer shall meet the basis-of-design requirements."

3.4.2 Delete subparagraph 3.4.2 and substitute the following:

"3.4.2 Substitutions During Bidding Period - Requests for Substitutions during the bidding period will be considered and treated only as stated in Specification Section 00 82 00, Special Conditions, Article 15, Substitution of Materials and Equipment. Once bids have been received, the Owner and Architect will prepare the Contract on the basis that all items are those specified in the Specifications, shown on the Drawings, or approved in Addenda during the bidding period. The approval of a product during the bid period does not negate the requirement for the submission of complete data during the construction in accordance with the Section 013300, Submittals, nor does it negate the burden of complying with all specification requirements. Should further investigation of a product approved during the bid period indicate that the product does not meet the essential requirements of the project the Contractor and Subcontractors shall make such modifications as are necessary to meet these essential requirements.

3.4.2.1 Approval After Bids are Opened - Substitutions or approval of products will be considered after bids are opened only under the following conditions:

.1 The Subcontractor shall place orders for specified materials and equipment promptly upon award of Contract. No excuses or proposed substitutions will be considered for materials and equipment due to unavailability, unless proof is submitted that firm orders were promptly placed for the item listed in the Specifications.

.2 The reason for the unavailability shall be beyond the control of the Subcontractor, such as strikes, lockouts, bankruptcy, discontinuance of the manufacturer or a product, or acts of god, and shall be made known in writing to the Architect within ten (10) days of the date that the Subcontractor ascertains that he cannot obtain the material or equipment specified. Requests shall be accompanied by a complete description of the materials or equipment which the Subcontractor wishes to use as a substitute."

3.5 WARRANTY:

Add the following:

"3.5.1 Under this warranty for a period of one (1) year from date of Completion, as evidenced by the date of "Substantial Completion" of the Work, the Contractor and Subcontractors shall remedy, at his own expense, any such failure to conform on any such defects. Where warranties are written in any Section for longer than one (1) year, such terms will apply.

3.5.2 Nothing in the above intends or implies that this warranty shall apply to work which has been abused or neglected by the Owner."

3.6 TAXES:

3.6 Add the following:

"3.6.1 Unless otherwise specified, the Bid price includes all Federal, State and local taxes imposed prior to the execution of the Agreement and which are applicable to the Work. If any new privilege, sales gross receipt or other excise tax, exclusive of taxes and net income or undistributed profit applicable to the Work and payable by the Subcontractor is imposed by the State of Florida, or such present tax be increased as of the date thereof, then the Contract price will be adjusted accordingly and the Owner will reimburse the Contractor therefore without any allowance for overhead or profit upon separate payment application containing such pertinent details as the Owner may require. The Contractor will organize, implement and manage the Owner's direct purchase tax recovery program. Direct purchases shall be for orders of five-thousand dollars (\$5,000) or more for any single item."

3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS:

3.7 Delete paragraph 3.7.1 and substitute the following:

"3.7.1 A local building permit will be required for this project. The "Florida Building Code 2017 shall govern. The Contractor will engage a qualified **Building Department** to facilitate the document review and building permit process, as well as, related inspection services in accordance with the FBC. The Owner is **NOT** exempt from any and all other county, district, municipal, and local building codes, ordinances, interpretations, building permits and assessments of fees for building permits, impact fees and service availability fees other than those defined within the Florida Building Code 2017, the Florida Statutes and the Florida Administrative Code. The Contractor and Subcontractors shall secure all required permits, governmental fees, anti-pollution fees, and licenses necessary for the proper execution and completion of his Work, which are applicable at the time the bids are received. The Contractor and Subcontractors shall be familiar with all Federal, State, and local laws, codes, ordinances, and

regulations which in any manner effect those engaged or employed in the Work and any material or equipment used in the conduct of the Work.

3.7.1.1 Before proceeding with the Work, securing permits or necessary licenses, the Contractor and Subcontractors shall carefully study and compare the Drawings and Specifications and shall at once report in writing, to the Architect/Engineer, any error or omission he may discover that is in variance with applicable laws, statutes, building codes, and regulations."

3.7.2 Add the following:

"3.7.2.1 The Contractor and Subcontractors at all times shall comply with the Florida Building Code 2017 installation requirements (including amendments and supplements), and all Federal, State and local laws, codes, ordinances and regulations as applicable, which in any manner affects the Work, and he and his surety shall indemnify and hold harmless the Owner, and Architect/Engineer, to the extent allowable by law, against any claim or liability arising from or based on the violation of such law or decree, whether by himself or his employees."

3.11 DOCUMENTS AND SAMPLES AT THE SITE:

3.11.1 Add the following:

"3.11.1 At the completion of the Work, each Subcontractor shall submit "Record Drawings" to the Contractor on digital media, and the Contractor in turn will produce (or cause to have produced) As-Built Drawings on ELECTRONIC MEDIA on Autodesk AutoCAD Architectural Desktop (2019 Version). The Architect will provide the Contractor with the digital related AutoCAD files of the project for the Contractor's and Subcontractor's use to prepare Shop Drawings, Coordination Drawings, and As-Built (Record) Drawings upon receipt of accepted AIA Documents E203-2013 and G201-2013 Digital Protocol Agreements and the Architect's Digital File Release Forms from all users. Said Record Drawings shall be delivered to the Architect for review. The Architect will forward reviewed Final As-Built Drawings to the Owner for their future use.

3.11.1.1 Pipelines and ducts which are installed in furred spaces, pipe chases, or other spaces which can be readily inspected by the use of access panels or other means of access will not be considered as being concealed. With reference to electrical and mechanical work the exact (not diagrammatic) conduit, pipe, and duct runs shall be shown on these drawings.

3.11.1.2 Record Drawings" shall be the daily in-use set of contract documents at the job site. At the end of each day, the foreman of each trade shall mark and date any and all changes that occurred during the course of the days work. Lines shall be located by dimension and equipment shall be noted and located. These documents will be delivered to the Contractor as noted in 3.11.1 above.

3.11.1.3 Upon completion of the work this data shall be recorded to scale, by a competent draftsman on electronic media copies of the contract drawings. Where changes and actual locations are to be recorded, the electronic media shall be erased before the changes are made. The work shall be shown as installed and the Contractor shall deliver the black line drawing prints and electronic media files with every drawing marked "As-Built". In showing the changes the same legend shall be used to identify piping, etc., as was used on the contract drawings. A separate set of drawings shall be prepared for electrical, plumbing, heating, air conditioning, and ventilating work, and A/V & Data, unless two (2) or more divisions are shown on the same sheets of the contract drawings. Each change of the original Contract Documents shall be "clouded" and referenced, except pipe runs may be noted, and each sheet shall bear the date and name of the Subcontractor submitting the changes to the drawings.

3.11.1.4 The Contractor shall review the complete as-built drawings. He shall ascertain and certify that all data furnished on the drawings are accurate and truly represent the work as actually installed. When manholes, boxes, underground conduits, plumbing, hot or chilled water lines, inverts, etc. are involved as part of the work, the Subcontractor shall furnish true elevations and locations, all properly referenced by using the original benchmark for the project. The "Record Drawings" from each Subcontractor, including those unchanged and changed, shall be submitted to the Architect, when completed, together with two (2) sets of black line prints (produced from the As-Built Electronic Media) with the Contractor's stamp and each Subcontractor's certification for forwarding to the Owner, at the time of Substantial Completion. Final payment shall not be made until said "As-Built" documents have been received by the Architect, reviewed and accepted as complete, and in accordance with the contract documents.

3.11.1.5 The Contractor shall be responsible for collecting, identifying, indexing and collating the specified Close-Out Documents including the following materials from the Subcontractors, and will deliver two (2) copies of the finished documents to the Architect. Complete equipment diagrams, operating instructions, maintenance manuals, parts lists, wiring diagrams, pneumatic and/or electrical control diagrams, test and balance reports, inspection reports, guarantee and warranties, as applicable for each and every piece of fixed equipment furnished under this contract to be supplied in a three ring binder, hard-cover book, properly indexed for ready reference.

Also, specific information regarding manufacturer's name and address, nearest distributor and service representative's name and address, office and home phone numbers, make and model numbers, operating design and characteristics, etc. will be required. All information submitted shall be updated to reflect existing conditions. Final payment shall not be made until said documents have been received by the Architect/Engineer, reviewed and accepted as complete and in accordance with the contract documents. Also refer to Section 01 77 00, Close-Out Procedures."

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES:

3.12.11 Add the following Subparagraph:

"3.12.11 The requirements of Article 3.12 are supplemented by a separate Section, Submittals in Division One, Section 013300."

3.14 CUTTING AND PATCHING OF WORK:

3.14 Add the following Subparagraphs:

"3.14.3 The Subcontractor shall do all cutting required for installation of his work. Patching required because of such cutting shall be performed as follows:

3.14.3.1 Wherever cutting occurs within unexposed materials, or in materials which are to remain unfinished when completed, patching shall be performed by the Subcontractor who did the cutting. This includes all concrete and masonry other than listed below.

3.14.3.2 Wherever cutting occurs in finished surfaces, patching shall be performed by the Subcontractor specializing in that particular trade, and paid for by the Subcontractor who did the cutting. This includes, but is not limited to, roofing, painting of plaster and finished surfaces, ceramic tile, structural facing tile, marble, concrete block in finished areas, metal lath and plaster, acoustical materials and their supports."

ARTICLE 4: ARCHITECT:

4.1 GENERAL:

4.1 Add the following paragraph:

"4.1.4 Disputes arising under Subparagraph 4.1.2 and 4.1.3 shall be subject to litigation."

ARTICLE 5: SUBCONTRACTORS:

5.1 DEFINITIONS:

5.1. Add the following:

"5.1.3 Material Supplier is a person or organization who has furnished materials to the General Contractor, Subcontractor, Sub-subcontractor or Owner to be used in the construction of the Work, a building or structure, but has not performed any on or off site work other than delivering construction materials, and shall not have or created any contractual relation between the Owner or the Architect/Engineer.

5.1.4 The Contractor, and all Subcontractors, Sub-Subcontractors and Material Suppliers shall be responsible for reading, studying, and understanding the Conditions of the Contract, Drawings and Specifications."

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS:

6.4 Add the following paragraph:

"6.4 INSTALLATION OF EQUIPMENT:

6.4.1 The Contractor and Subcontractors shall allow the Owner to take possession of the use of any completed portions of this structure or Work, or to place and install as much equipment and machinery during the progress of the Work, as is possible without interference before its entire completion. Such possession and use of structure of work or such placing and installation of equipment, or both, shall not in any way evidence the completion of the Work or any portion of it, or signify the Owner's acceptance of the Work or any portion of it."

ARTICLE 7:
CHANGES IN THE WORK:

7.3 CONSTRUCTION CHANGE DIRECTIVES:

7.3.3 Delete paragraph and substitute the following:

"7.3.3 The cost or credit to the Owner resulting from a change in the Work shall be determined as follows:

1. By Unit Prices stated in the Contract Documents or subsequently agreed upon; or for changes not covered by Unit Prices;
2. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation; or if no agreement can be reached,
3. By the method provided in Subparagraph 7.3.6.

The lump sum proposals shall be based upon:

1. Estimate of Labor.
2. Estimate of Materials.
3. Estimate of Applicable Taxes.
4. Estimate of Equipment Rentals.
5. Estimate of Subcontractor Costs.
6. Estimate of Contractor Costs.
7. Estimate of Field Supervision (directly attributed to change) shall be included in labor breakdown.
8. Cost of Bond Premium.
9. Contractor and Subcontractor overhead and profit applied to the above items shall not exceed fifteen percent (15%) percent in total. Subcontractor overhead and profit shall not exceed ten percent (10%). Contractor overhead and profit shall not exceed five percent (5%) plus the cost for related bond premium. All lump sum proposals shall include a detailed cost breakdown for each component of work indicating both quantities and unit prices shall be submitted to the Architect within seven (7) calendar days after receipt of the proposal request."

7.3.7 Add the following:

"7.3.7.1.1 All labor, material, and equipment expenditures for work performed at actual cost shall be approved daily by the Construction Manager. Material invoices shall be presented to the Owner and Architect with all payment requests.

7.3.7.1.2 No amount or percentage of overhead and profit will be allowed on items of perks, fringe benefits, bonuses, retirement benefits (other than social security withholdings), or health and life insurances."

ARTICLE 8:
TIME:

8.2 PROGRESS AND COMPLETION

8.2 Add the following paragraph:

"8.2.4 Work shall be commenced by the date established in the Notice to Proceed, but in no case more than ten (10) consecutive calendar days after such date, and shall proceed in accordance with a schedule to be developed by the Contractor and presented to the Architect and the Owner's Agent. Refer to Section 00 10 00, Instructions to Bidders for scheduling, completion and liquidated damages amounts.

A. LIQUIDATED DAMAGES:

1. If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time or as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the Contractor and/or its Surety, and liquidated damages and not as a penalty, the per diem amounts specified in the Contract Between the Owner and Construction Manager, and commencing upon the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion for each Phase of Work identified. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner would incur as a result of delayed completion of the Work.
2. Substantial Completion Liquidated Damages amount per calendar day are fixed and agreed upon by and between the Contractor and the Owner because of the impracticality and difficulty of ascertaining actual damages the Owner will sustain. The Owner will suffer financial damage if the Project is not substantially completed on the dates set forth in the Contract Documents.

Therefore, it is agreed that the liquidated damages amount per calendar day is adequate to cover damages which the Owner will sustain by reason of the inconvenience, loss of use, loss of monies, additional costs of contract administration by the Architect and Owner. Refer to Section 00 10 00, Instructions to Bidders for scheduling, completion and liquidated damages amounts.

3. Permitting the contractor to continue and finish the Work or any part of the Work after time fixed for its completion or after date to which time for completion may have been extended shall in no way constitute a waiver on the part of the Owner of any of his rights under the Contract.
4. Liquidated Damages shall also be assigned to the Contractor if punch list items have not been completed within the specified number of days after Substantial Completion. Liquidated Damages for punch list items shall commence on the after Substantial Completion is established and accrue until the final Application for Payment has been approved by the Architect. The Contractor, and its Surety, shall pay to the Owner the sums stipulated as fixed, agreed and liquidated damages for each calendar day of delay until the punch list items are complete." Refer to Section 00 10 00, Instructions to Bidders for scheduling, completion and liquidated damages amounts.

ARTICLE 9:
PAYMENTS AND COMPLETION:

9.5 DECISION TO WITHHOLD CERTIFICATION:

9.5 Add the following:

"9.5.4 The Architect may withhold or cause to be withheld, from any monies payable on account for work performed by the Contractor, or Subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractors for damages."

9.10 FINAL COMPLETION AND FINAL PAYMENT:

9.10.2 Add the following paragraph:

"9.10.2.1 Final payment consisting of the entire unpaid balance of the Contract Amount will be paid by the Owner to the Contractor thirty (30) days after receipt of the Final Certificate for Payment from the Architect, Close-Out Documents including Record Drawings, and the "Final Consent of Surety. Final Payment will not be made until all Close-Out Documents and As-Built Drawings have been submitted and approved."

ARTICLE 10:
PROTECTION OF PERSONS AND PROPERTY:

10.2 SAFETY OF PERSONS AND PROPERTY:

10.2.2 Add the following subparagraph:

"10.2.2.1 This requirement shall include, but not necessarily be limited to, all health, safety, and fire protection regulations of the Florida Industrial Commission and the Department of Labor Safety and Health Regulations and construction promulgated under the Occupational Safety and Health Act of 1970 (PI9I-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (P191-54). These regulations are administered by the Department of Labor who shall have full access to the Project for inspection, etc. Compliance with the above is strictly and exclusively the responsibility of the Contractor and Subcontractors and shall in no event be considered reason for additional time or monetary compensation. In the event that a hurricane or storm emergency is imminent, the Subcontractor shall, at his own expense and without cost to the Owner, take all necessary measures to secure all his movable property, building work or plant in such a manner that no damage to public or private property or to persons may result by reason of displacement of the Subcontractor's material, equipment or plant during such hurricane or storm."

10.2.7 Add the following subparagraph:

"10.2.7.1 The Subcontractor shall adequately protect preceding and existing Work from damage caused by his operations. Breakage or damage shall be repaired by the erector of the Work at cost to the party causing the damage. The Construction Manager shall be the sole judge determining the party causing the damage, notwithstanding any dispute resolution."

ARTICLE 11:
INSURANCE:

11.1 CONTRACTOR'S LIABILITY INSURANCE:

- 11.1.1 In the first line following the word "business", insert the words "in the State of Florida and satisfactory to the Owner, such insurance...".
- 11.1.2 Add the following:
- 11.1.2.1 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following, or greater if required by law.
1. Worker's Compensation:
 - a. State: Statutory
 - b. Employers Liability (Underlying)
\$1,000,000.00 - Each Occurrence
 - c. Umbrella Limit
\$1,000,000.00
 2. Comprehensive General Liability (including Premises-Operations; Independent Contractor's Protective; Products and Completed Operations Broad Form of Comprehensive General Liability):
 - a. Bodily Injury: (Underlying)
\$1,000,000.00 - Each Occurrence.
\$1,000,000.00 - Annual Aggregate.
 - b. Property Damage: Underlying
\$500,000.00 - Each Occurrence.
\$1,000,000.00 - Annual Aggregate.
 - c. Umbrella Limit:
\$1,000,000.00
 - d. Products and Completed Operations shall be maintained for one (1) year after final payment.
 - e. Property Damage Liability Insurance shall provide X, C and/or U Coverage.
 3. Contractual Liability:
 - a. Bodily Injury:
\$1,000,000.00 - Each Occurrence.
 - b. Property Damage:
\$1,000,000.00 - Each Occurrence.
 - c. Personal Injury with Employment Inclusion
Same as stated above.
 4. Comprehensive Catastrophic Liability:
 - a. Excess Liability: (Commercial Umbrella)
\$1,000,00.00 - Combined Single Limit.
 5. Comprehensive Automobile Liability:
 - a. Bodily Injury: (Underlying)
\$ 500,000.00 - Each Person.
\$1,000,00.00 - Each Occurrence.
 - b. Property Damage: (Underlying)
\$500,000.00
 - c. Umbrella Limit:
\$1,000,000.00
 6. The insurance required by Subparagraph 11.1 shall name the Owner as an additional named insured.

11.3 PROPERTY INSURANCE:

11.3.1 Delete paragraph and substitute the following:

11.3.1 The CONTRACTOR will purchase and maintain Builder's Risk Insurance upon the entire Work at the site in full insurable value thereof. This insurance shall include the interest in the Work of the General Contractor and the Subcontractors, and Sub-Subcontractors, and shall insure against the perils of Fire and Extended Coverage and shall include "All Risk" insurance for physical loss or damage including, without duplication, theft, vandalism, malicious mischief, collapse, and water damage. The property will be insured immediately upon commencement of construction. The property of the Contractors and/or their employees, such as tools and equipment, sheds,

machinery, etc. will not be covered by the Owner's insurance. Each Contractor shall purchase and maintain similar Property Insurance on portions of the Work stored off site or in transit when such portions of Work are approved to be included in an Application for Payment. The deductible of \$1,000 per event included in the Builder's Risk Property Insurance shall be the responsibility of the Contractor and Subcontractor.

11.3.8 Delete paragraph and substitute the following:

11.3.8 The Owner, as trustee, shall have power to adjust and settle any loss with the insurers, unless one (1) of the parties in interest shall object in writing five (5) days after the occurrence of loss, to the Owner's exercise of this power.

11.3.9 In the third sentence of Subparagraph 11.4.9, delete the words "in accordance with the award by arbitration in which case the procedure shall be as provided in Paragraph 15.3"

11.4.1.1 Performance Bond and Payment Bonds are required for this project.

ARTICLE 13: MISCELLANEOUS PROVISIONS:

13.1 GOVERNING LAW:

13.1 Add the following:

"13.1.1 The Contractor and Subcontractors shall comply with all applicable provisions of the Florida Building Code 2017 (with latest supplements), Florida Fire Prevention Code 2017, applicable portions of the Florida Administrative Code, federal, state, and local law. All limits or standards set forth in this contract to be observed in the performance of the project are minimum requirements, and shall not affect the application of more restrictive standards to the performance of the project."

"13.1.2 The Contractor and Subcontractors shall comply with the Owner's personnel background check and badging of all on-site personnel."

ARTICLE 15: CLAIMS AND DISPUTES:

15.2 INITIAL DECISION:

15.2 Delete Paragraphs in its' entirety and substitute the following:

"15.2.1 "Any claim, dispute or other matter in question between the Contractor, Subcontractor and the Owner, shall be referred to the Initial Decision Maker (the Architect will serve as the Initial Decision Maker unless otherwise indicated in the agreement), except those relating to artistic effect, and except those which have been waived by the Owner's acceptance, shall be subject to litigation at instance of the aggrieved party. However, no litigation of any such claim, dispute or other matter may be commenced until the earlier of (1); the date on which the Initial Decision Maker had rendered a written decision, or (2); the tenth (10) day after the parties have presented their evidence to the Initial Decision Maker, or have been given a reasonable opportunity to do so, if the Initial Decision Maker has not rendered his written decision by that date. When such a written decision of the Initial Decision Maker states (1); that the decision is final, but subject to appeal, and (2); that any mediation or litigation of a dispute or other matter covered by such decisions must be filed before Final Completion by the party making the demand and received the written decision. Failure to commence litigation within said period will result in the Initial Decision Maker's decision becoming final and binding upon the Contractor, Owner and the Subcontractor."

ARTICLE 17: EQUAL OPPORTUNITY:

ADD the following Article:

"17.1 The Contractor shall maintain policies of employment compliant with Executive Order #11246 as follows:

17.1.1 Neither the Contractor or any Subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and Subcontractors agree to post in conspicuous places, available to employees and applicants of employment, notices setting forth the policies of non-discrimination."

17.1.2 The Contractor and all Subcontractors shall, in all solicitations advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national, origin, or age"

END OF SECTION 00 80 00

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SECTION 00 82 00 – SPECIAL CONDITIONS

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ARTICLE 20:	Indemnification

Attachment: Certificate of Substantial Completion Form

Attachment: Certificate of Contract Completion Form

Attachment: Warranty-Guarantee Form

PART I - GENERAL REQUIREMENTS:

These Special Conditions are hereby made a part of every Section of these Specifications and shall be binding upon each Contractor, Subcontractor, and Material Supplier.

ARTICLE 1: PERMITS AND FEES:

- A. Building Permit: A local building permit **IS** required for this project. The Contractor shall obtain and pay for all required approvals and inspections for the building. The Contractor, Subcontractors, and Suppliers shall cooperate with the Owner in obtaining required approvals and inspections.
- B. Utility service connection fees (if required) and required utility service fees, if any, will be coordinated by the Contractor and paid for by the Owner.
- C. Other Permits and Fees: Other than as noted above, the Contractor shall assist in obtaining and arranging for payment for all other permits, assessments, fees, bonds, and other charges as necessary to perform and complete the work of this contract, including any related inspection fees, in accordance with the contract between the Owner and the Contractor.
- D. The Contractor and Subcontractors will be subject to all applicable County and local Municipal Occupational License Fees and Taxes.

ARTICLE 2: PROJECT SIGNS:

- A. The OWNER will provide the project sign(s) as designed by the Architect and approved by the Owner. The sign will be **ONE (1) 6' x 8'** professionally painted (or digital printed and mounted) plywood sign indicating the Architect, Contractor and the Owner. Location to be as directed by the

Owner's Representative. No other signs or advertising shall be displayed on the premises without the approval of the Owner. This does not exclude the posting of required trade notices and cautionary signage by the Contractor or the Subcontractors. Directional signage indicating construction entrances, contractor parking, and other miscellaneous information shall be provided as required by the Contractor.

- B. See SECTION 01 50 10 – PROJECT SIGN for additional requirements.

ARTICLE 3: LAYOUT OF WORK:

- A. All work, and in particular piping, ducts, conduit, and similar items, shall be neatly and carefully laid out to provide the most useful space utilization and the most orderly appearance. Except as otherwise indicated or directed, piping and similar work shall be installed as close to ceilings and walls as conditions reasonably permit, located to prevent interference with other work or with the use of the spaces in the manner required by the functions of the space as determined by the Construction Manager, Owner and Architect. Valves and clean-outs shall be located in inconspicuous but accessible locations and shall be field verified before proceeding with any work where exposed to view. The Contractor and Subcontractors shall carefully plan the layout and review any questionable installations with the Contractor and the Architect.

ARTICLE 4: TEMPORARY FENCING AND SECURITY:

- A. A temporary fencing enclosure **WILL BE** required for the duration of the construction period. The temporary fencing may need to be modified by the Contractor for the various phases of construction.
- B. The services of a watchman will **NOT** be provided by the Owner or the Architect. The Contractor shall be responsible for, and make good, any loss due to theft or vandalism during construction for any claim not covered by Builder's Risk Insurance.
- C. Subcontractors shall advise the Contractor and the Architect of any theft or damage which might delay the execution of the Work.
- D. See SECTION 01 50 00 – TEMPORARY FACILITIES AND CONTROLS for additional requirements.

ARTICLE 5: MATERIAL STORAGE:

- A. Each Subcontractor shall provide sufficient protection for his materials and equipment from damages by weather or construction work, or theft. Location shall be coordinated and approved by the Contractor. During progress of work on a daily basis and upon completion of the work, remove all debris and leave the area in a clean and orderly condition.
- B. See SECTION 01 50 00 – TEMPORARY FACILITIES AND CONTROLS for additional requirements.

ARTICLE 6: TEMPORARY TOILET FACILITIES:

- A. The Contractor will obtain and maintain sanitary temporary toilet facilities acceptable to the local Health Department for use by all crew and workmen.
- B. Contractor and Subcontractors will not have access to existing toilet facilities within this facility or the adjacent buildings for the use of his crew and workmen.
- C. See SECTION 01 50 00 – TEMPORARY FACILITIES AND CONTROLS for additional requirements.

ARTICLE 7: USE OF PREMISES, BARRICADES AND PROTECTION:

- A. Subcontractors shall be subject to such rules and regulations for the conduct of the Work as the Contractor, Owner or Architect may establish.
- B. Before entering upon the Work, ascertain from the Contractor, as approved by the Owner and Architect, what entrances, routes, or roadways shall be used for access to the work, and use only

- the entrance, routes, and roadways designed for movement of personnel, materials, and vehicles to and from the work.
- C. Contractor shall provide and maintain in good repair barricades, fences, overhead protection, guard railings, etc., as required by law or necessary for the protection of the public and personnel engaged in the Work from hazards incidental to this contract. Take reasonable precautions necessary to protect Owner's employees, the public, and workmen from injury or damage to vehicles or other property.
 - D. Whenever the Contractor intends to depart from the normal work hours, he shall notify the Owner and the Architect at least twenty (20) hours in advance. Failure of the Contractor to give such timely notice may be cause for the Architect to require the removal or uncovering of the Work performed during such time without the knowledge of the Architect but is subject to the approval of the Owner.
 - E. Protect pavement, curbs, and all existing construction and improvements during the course of the Work and repair all parts of same which become damaged. Contractor and each Subcontractor shall be responsible for the necessary cleaning and repairing of adjacent streets and other improvements resulting from his operations.
 - F. Each Contractor and Subcontractor shall be responsible for all damage to the Owner's property and this project due to his operations. Repair or replacement of damaged items shall be to the satisfaction of the Owner and the Architect.
 - G. Provide and maintain proper shoring and bracing for existing underground utilities, sewers, and building foundations, encountered during excavation work to protect them from collapse or movement, or other type of damage until such time as they are removed or repaired, incorporated into the new work, or can be properly backfilled upon completion of new work.
 - H. Maintain clearances adjacent to and in connection with the work performed.
 - I. The Contractor and each Subcontractor shall effectively confine dust, dirt, and noise to the actual construction areas.
 - J. All employees and people on-site shall maintain procedures as stated in the Contractor's safety program.
 - K. Each Subcontractor shall assume full responsibility for the protection and safekeeping of products under his control which are stored on the site. Subcontractors must move any stored products, under Subcontractor's control, which interfere with operations of the Contractor, Owner or other Subcontractors as directed by the Contractor.
 - L. Contractors and Subcontractors must also obtain and pay for use of additional storage or work areas needed for his operations. The Contractor shall receive from each Subcontractor, a receipt of shipment for all materials and equipment stored on-site (or off-site if approved). No materials or equipment shall be removed from the site without the permission of the Contractor and the Owner. No materials may be stored off-site unless approved in writing by the Contractor, Architect and Owner.
 - M. Contractor and each Subcontractor shall not load or permit any part of a structure to be loaded with a weight that will endanger its safety, or the safety of persons or property.
 - N. All employees of the Contractor and Subcontractors shall conduct themselves in a proper manner. Any disruptive behavior by any employee will cause that employee to be barred from the construction site and the Owner's property. The use of AM/FM radios is prohibited. Animals are not allowed on the property.
 - O. All pumping, bailing, or well point equipment necessary to keep excavations and trenches free from the accumulation of water during the entire progress of this work shall be the responsibility of the Contractor performing said excavations and trenches due to their scope of work. Dispose of water in such a manner as will not endanger public health or cause damage or expense to public or private property. Abide by the requirements of any public agencies having jurisdiction.
 - P. Contractor shall prepare a Safety Plan which clearly delineates areas for construction, safety barriers, exits, construction traffic during the various phases of the project prior to initiating construction. Contractor to submit the Plan to the Architect and Owner.

ARTICLE 8: TEMPORARY FIELD OFFICES FACILITIES AND PARKING:

- A. The Contractor, Owner and the Architect will designate an area for construction trailers (if required by the Contractor), equipment and parking for all construction workers. Placement and schedule

- shall be coordinated with the Contractor.
- B. Contractor may provide a temporary field office with a meeting room of adequate size, and other temporary buildings as may be necessary for his operations as approved by the Owner. Storage and maintenance facilities shall be as required in accordance with the local Fire Marshall having jurisdiction. The Contractor shall arrange for the temporary electrical service and other utilities in his area for their use.
 - C. The Contractor and/or Subcontractors shall maintain his designated space for office and sheds if provided. This includes removal of weeds, debris, and trash. Clean and restore space at completion of the work.
 - D. Field offices and sheds shall not be used for living quarters.
 - E. Offices and sheds, when provided, shall be of suitable and safe design, maintenance, and appearance. Temporary facilities shall be securely anchored to the ground to resist wind speed at the specific site of construction.

ARTICLE 9: COOPERATION - DISPUTES:

- A. The completion of the Project within the described time is dependent upon the close and active cooperation at all those engaged therein. Therefore, it is expressly understood and agreed that the Contractor and Subcontractors shall lay out and install his work at such time, and in such manner as not to delay or interfere with the carrying forward of the work of others, and as directed by the Contractor.
- B. In the event of any dispute arising as to possible or alleged interference between the various Subcontractors, which may retard the progress of the Work, the same shall be adjusted by the Contractor.

ARTICLE 10: CLEANUP:

- A. Contractor and Subcontractors shall be responsible for clean-up. Each Contractor shall clean their respective work areas on a daily basis as a minimum.

ARTICLE 11: QUALITY CONTROL:

- A. It is the Contractor's and the Subcontractor's responsibility to familiarize himself with all required tolerances and quality assurance clauses, which are a part of the Contract Documents. It is also the Contractor's and the Subcontractor's responsibility to reject or condemn work performed by his forces or the Sub-Subcontractor's forces which does not comply with the requirements set forth in the Contract Documents, or as required by law, codes, etc. NOTE: If a conflict appears between the tolerances and quality assurance of published industry standards and the requirements of the Contract Documents, the Contract Document requirements will govern.
- B. The Owner and Architect will conduct periodic observations of the Work as it progresses. Should the Owner or the Architect reject any portion of the Work, he will promptly notify the Contractor with a Notice of Non-Conformance/Rejected Work. The Contractor will immediately provide the responsible Subcontractors with a Notice of Non-Conformance/Rejected Work and upon receipt of such notification shall, within 48 hours, inform the Contractor, Owner and Architect of his intended plan of action.
- C. The Contractor and Subcontractors should be aware that no monies will be awarded against defective work until such work is completed in a manner satisfactory to the Owner and Architect. In addition, the Architect, depending on the extent of the rejected work, may decide to withhold additional monies to compensate for the projected cost of repairs.
- D. In the event a Subcontractor fails to cooperate in the coordination program, he will be held responsible for all costs incurred for adjustments to the work of others made necessary to accommodate the uncooperative Contractor's installations.
- E. When a change order request is issued, the affected Subcontractors shall review the Coordination Drawings and bring to the attention of the Contractor any revisions necessary to the work of others

not directly affected by the change order.

ARTICLE 12: CHANGES TO THE WORK:

- A. During the course of the Contractor's and Subcontractor's performance of the work necessary to complete the subject Project, certain events may occur which have the effect of changing the conditions under which the work is to be performed as specified and described in the Bidding Documents and/or the nature and extent of the work as specified and described in the Contract Documents.
- B. The occurrence of such events may cause the Contractor and Subcontractors to incur greater or less cost and expense to perform the work required to complete the subject Project. The Contractor, Subcontractor(s) or the Owner shall respectively be entitled to either an increase or decrease in the Contract Sum, whichever is the case. The changes shall be made as documented in Section 00 70 00, AIA A201 General Conditions and Section 00 80 00 Supplementary General Conditions.

ARTICLE 13: PRIORITY:

- A. In case of close quarters for installation of mechanical and electrical systems, and in the absence of instructions to the contrary, the following order or precedence shall be followed:
 - 1. Special Equipment - Electric Devices
 - 2. Light Fixtures
 - 3. Sheet Metal Duct Work
 - 4. Plumbing Work, including fire protection piping
 - 5. Mechanical Work, including electrical and A/C pipes
 - 6. Electrical Work
 - 7. Control System
- B. After award of contracts and prior to start of construction the Contractor will schedule a meeting with the Contractors responsible for the work items listed above. The purpose of the meeting will be to introduce the coordination program and to determine its implementation in relation to the progress schedule.
- C. At the initial coordination meeting, the Contractor will provide to the HVAC and Electrical Contractors the drawings for the building on ELECTRONIC MEDIA in portable digital format (PDF). Contractor and Subcontractor's to use the PDF files to prepare Shop Drawings, Coordination Drawings, field dimension verifications, and As-Built Drawings. The HVAC and Electrical Contractors, with reference and consideration to the structural, mechanical, electrical, fire protection, plumbing, and reflected ceiling plans, shall draw to scale, his proposed installation showing duct sizes, equipment layouts, and dimensions from column lines and from finished floors to bottom of ducts. Ductwork shall be maintained as tight as possible to the underside of floor slabs and/or beams. In congested areas, the HVAC Contractor shall, in addition, prepare drawings in section view. During this phase of the program, it shall be the Electrical Contractor's and the Fire Protection System Contractor's responsibility to furnish the HVAC Contractor with recessed lighting and sprinkler installation and clearance requirements if these systems are specified. This information shall be outlined on the drawings by the HVAC Contractor. Also refer to Section 01 31 00, Project Management and Coordination for the required Coordination Drawings.
- D. In the event a Subcontractor fails to cooperate in the coordination program, he will be held responsible for all costs incurred for adjustments to the work of others made necessary to accommodate the uncooperative Contractor's installations.
- E. When a change order request is issued, the affected Subcontractors shall review the Coordination Drawings and bring to the attention of the Contractor any revisions necessary to the work of others not directly affected by the change order.

ARTICLE 14: COOPERATION WITH PUBLIC SERVICE COMPANIES:

- A. Contractors shall notify the appropriate persons within local utilities 48 hours before commencement of any work, to verify location of existing below grade pipes, cables, poles, towers, and right-of-ways that could be hazardous to life, limb, health or property. The Contractors will be held solely responsible for any injury, damage to existing utilities, or damaged property.

ARTICLE 15: SUBSTITUTION OF MATERIALS AND EQUIPMENT:

- A. All bids submitted shall be based on materials, equipment, and apparatus of the quality and make specified. The Architect will include at least three (3) approved manufacturers, as reasonably possible, but the manufacturers shall comply with the basis-of-design specifications. The Bidder's attention is directed to Section 255.04, Florida Statutes, which requires that on public building contracts, Florida products and labor shall be used wherever price and quality are equal. However, Bidders wishing to obtain approval of an article, device, product, material, fixture, form, or type of construction other than specified or shown by name, make, or catalog number, shall make written request to the Architect timed so as to reach the Architect at least seven (7) working days prior to the date of receipt of bids. Such requests shall be accompanied by data supporting the claim to equality or equivalence.
- B. "Or Equal": The Contractor and Subcontractors shall not decide that another product is equal or equivalent to the brand, or model specified. The Architect is solely charged with this responsibility and judgment. Where "or equal" is stated in the Specifications, it is the Architect/Engineer's and not the Contractor's or Subcontractor's decision as to what brands or suppliers qualify as equal, or equivalent, or do not qualify as equal or equivalent.
- C. The Bidder shall submit drawings and other descriptive data of any modification, or items of assemblies, necessary to provide approved compliance with requirements and compatibility with adjacent components.
- D. Approval by the Architect, if given, will be made by Addendum. Said approval will indicate that the additional article, device, product material, fixture, form, or type of construction is approved for use insofar as the requirements of this Project are concerned. However, it is the responsibility of the Contractor to ensure that the approved item meets all requirements of the Contract. Bids shall not be based on assumed acceptance of any item which has not been approved by Addendum or specified herein. If a substitute item is bid without prior written approval, the Architect holds the option to void that bid, or require that the work be incorporated as specified at no additional cost to the Owner or Architect.
- E. Under no circumstance will the Architect/Engineer be required to prove that a product proposed for substitution is, or is not, equal or equivalent quality to the product specified. It is mandatory that the Bidder submit a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, drawings, cuts, performance and test data, and any other data, samples or information necessary for a complete evaluation. Insufficient data will not be considered.
- F. Where more than one (1) manufacturer's product is listed, the listing is not necessarily in order of preference, and all will be considered as equally acceptable as long as they meet the design requirements of the Contract Documents and as determined by the Architect/Engineer.
- G. The Contractor shall provide the same guarantee for an approved substitution, if approved, that is originally required for the originally specified product.

ARTICLE 16: FASTENING DEVICES:

- A. All exposed screw and bolt heads in secure spaces throughout the interior of the Project (this specifically excludes mechanical and electrical rooms) shall comply with the following:
 - 1. Any item which requires periodic access for maintenance shall have "spanner-head" fastening devices, or approved equal, which enables removal of the fastener with appropriate special tools.
 - 2. All interior exposed fastening devices shall be of tamper-proof design, wherever possible, as approved by the Architect/Engineer.

3. All exterior fasteners shall be stainless steel unless otherwise specified by individual Sections.

ARTICLE 17: PROJECT CLOSE-OUT/DOCUMENTS:

- A. The Contractor and each Subcontractor shall be responsible for collecting, identifying, and collating the following materials, as applicable to his portion of the Work, and shall submit the same (in duplicate) to the Architect. The Contractor, shall properly organize the materials from himself and the various Contractors and Subcontractors into hard cover, 3-ring binders, and shall deliver copies of the finished books to the A/E for verification. The Architect/Engineer will deliver the approved copies to the Owner for approval. This process, together with the As-Built Drawing requirements, must be completed before the Final Certificate for Payment will be issued by the Architect.
- B. INDEXING: All information shall be organized with categories indexed as per the project close-out index. The individual categories shall also be organized and indexed as per Section of the Specifications.
- C. LISTING OF CONTRACTOR AND SUB-CONTRACTORS: The Contractor shall provide a listing of all Sub-Contractors performing work on the site. Required information shall be as follows:

(Example)
Division 1
CM / Contractor Representative's Name
Company Name
Title
Address
Phone Number
Facsimile Number

Division 2
Earth Moving and Site Grading
Representative's Name
Title
Company Name
Phone Number
Address
Facsimile Number

- D. CERTIFICATE OF SUBSTANTIAL COMPLETION: The Contractor shall insert, at this point, a copy of the fully executed Certificate of Substantial Completion on the form incorporated in the project documents, as future reference for the Owner.
- E. CERTIFICATE OF STRUCTURES LOCATIONS: The Contractor shall have a state registered surveyor certify, in writing, with seal affixed, that the location of all new structure(s) is in compliance with the Contract Documents.
- F. TESTING, INSPECTIONS AND CERTIFICATE OF OCCUPANCY: The Contractor shall provide copies of all test and balance reports from his Subcontractors as required. (See Division 21 thru 28 if provided.) Provide copies of all Certificates of Inspection from controlling authorities for each trade, division, or section of work, as required. Provide a copy of final executed Certificate of Occupancy.
- G. CONSENT OF SURETY: The Contractor and Contractors shall provide a Consent of Surety on A.I.A. Document G707, Latest Edition.
- H. WARRANTY, GUARANTEE AND BONDS:

1. The Contractor and Subcontractors shall, and hereby does guarantee all Work and

materials called for in the Contract Documents, including all work performed by the Contractor and his Subcontractors, for a minimum period of one (1) year from the date of Substantial Completion of the building, unless a longer Warranty/Guarantee time is specified by individual Sections.

2. Warranty, guarantee and bonds will be as stated in the Contractor's contract.

I. INSTRUCTION/OPERATION MANUALS AND KEYS:

1. Contractor shall provide all equipment diagrams, instruction/operation manuals, wiring diagrams, and pneumatic and/or electrical control diagrams as applicable for each working characteristic of mechanical, electrical, and special equipment furnished under this Contract, and submitted at Substantial Completion.
2. The Contractor and Subcontractors shall provide a competent and experienced person(s) thoroughly familiar with the work, for a reasonable period of time to instruct the Owner's personnel in operation and maintenance of equipment, materials, and control systems. This instruction shall include normal start-up, run, stop, and emergency operations, location and operation of all controls, alarms, and alarm systems.
3. Label turn-over all keys.

K. MAINTENANCE MANUALS AND SPARE PARTS:

(All items in this Section are required prior to issuance of Certificate of Substantial Completion.)

1. Contractor shall provide all instructions and maintenance manuals for products, mechanical, electrical, and special equipment. This instruction shall include tracing the system in the field and on the diagrams in the manuals so that maintenance personnel will be thoroughly familiar with both systems and the data supplied.
2. Contractor shall submit all parts lists, spare parts, tools, fuses, bulbs, and motor listing, containing locations, motor nameplate, rating, and size of overload relay installed.
3. Contractor shall also provide all maintenance letters as listed in the specifications for manufacturer's cleaning procedures, materials and equipment to be used, including instruction as listed above.

J. AS-BUILT DRAWINGS:

1. Final corrected "As-Built" or "Record" drawings shall be complete and accepted by the Architect/Engineer.
2. Refer to Article 3.11.1, Record Drawings, for specified process and requirements.

ARTICLE 18: HISTORICAL AND ARCHAEOLOGICAL DATA PRESERVATION:

- A. The Contractor agrees to facilitate the preservation and enhancement of structures and objects of historical, architectural or archaeological significance and when such items are found and/or unearthed during the course of project construction. Any excavation by the Contractor that uncovers an historical or archaeological artifact shall be immediately reported to the Owner and a representative of the Architect. Construction within the immediate area shall be temporarily halted pending the notification process and further directions issued by the Architect after consultation with the State Historic Preservation Officer (SHPO) for recovery of the items. See the National Historic Preservation Act of 1966 (80 Stat 915, 16 U.S.C. § 470) and Executive Order No. 11593 of May 31, 1971.

ARTICLE 19 ENVIRONMENTAL REQUIREMENTS:

- A. Endangered Species. The Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the

attention of the Contractor, the Contractor will immediately report this evidence to the Owner and a representative of the Architect. Construction within the affected area shall be temporarily halted pending the notification process and further directions issued by the Architect after consultation with the Florida Fish and Wildlife Conservation Commission.

ARTICLE 20: INDEMNIFICATION:

A. To be as stated in the Contract between Owner and Contractor.

END OF SECTION 00 82 00

CERTIFICATE OF SUBSTANTIAL COMPLETION

Date: _____ Project No. _____

The work performed under the Contract dated _____ between

(the Owner)
and _____ (the Contractor),
for the construction of _____ (Building Name)
was found to be Substantially Completed as of _____ (Date).

The term "Substantial Completion" shall mean that the construction is sufficiently completed in accordance with the Plans and Specifications, as modified in any Change Order agreed to by the parties, so that the Owner can occupy the building and/or utilize the facility/project for the use for which it was intended without hazard to the occupants or to the facility.

A list of items to be completed or corrected is appended hereto. This list may not be exhaustive and the failure to include an item on it does not alter the responsibility of the Contractor or the Contractor to complete all the work in accordance with the Contract Documents, including authorized changes thereto.

The Contractor will complete or correct the work on the list of items appended hereto within twenty-one (21) consecutive calendar days from the Date of Substantial Completion.

Owner assumed full possession of the facility above described on _____
_____.

The responsibility of the Contractor to provide utilities, under the Contract Documents shall cease that date and the one-year warranty period or other specified warranty/guarantees so specified shall begin. Insurance coverage shall continue in accordance with provisions as amended in the Contract Documents.

(Architect/Engineer) _____ (Authorized Representative)

(Contractor) _____ (Authorized Representative)

(Owner) _____ (Authorized representative)

CERTIFICATE OF CONTRACT COMPLETION

AGENCY/OWNER:

PROJECT:

CONTRACTOR:

CONTRACT FOR:

CONTRACT DATE:

CONTRACT AMOUNT:

CONTRACTOR'S AFFIDAVIT:

I solemnly swear (or affirm): That the work under the above named Contract and all Amendments thereto have been satisfactorily completed; that all amounts payable for materials, labor and other charges against the project will be paid; that no liens have been attached against the project; that no suits are pending by reason of work on the project under the Contract; that all Workers' Compensation Claims are covered by Workers' Compensation Insurance as required by law; and that all public liability claims are covered by insurance.

CONTRACTOR:

Signature: _____

Date: _____

Title: _____

(SEAL)

STATE OF _____

COUNTY OF _____

Personally appeared before me this _____ day of _____, _____, known (or made known) to me to be the (OWNER) OR (PARTNER) _____ of _____ (Corporate Official Title) _____

Contractor(s), who, being by me duly sworn, subscribed to the foregoing affidavit in my presence.
(Notary Public)

(Type Name): _____

My Commission Expires:

WARRANTY – GUARANTEE

Submit for each individual Warranty – Guarantee specified in each Section of the Specifications:

Division No.: _____

Section No.: _____

Title No.: _____

TO: (Owner)

RE: (Project Name)

(Contractor's Name): _____,
does hereby certify to all guarantees and warranties
taking effect on the date of Substantial Completion and shall remain in force as required by the Contract
Documents for the Construction of ; and further certifies that all labor, materials, equipment or items necessary to
execute said guarantees and warranties shall be furnished at no cost to the Owner for the duration of each
guarantee or warranty period.

WARRANTY – GUARANTEE PERIOD:

(Contractor's Name) _____

(Address) _____

By: _____ (type name of signee below)

Title: _____

Sworn to and subscribed before me this

(NOTARIAL SEAL)

_____ day of _____, _____

Notary Public, State of Florida

My Commission Expires:

END OF SECTION 00 82 00

SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes:

1. Project information.
2. Work covered by Contract Documents.
3. Work by Owner.
4. Work under separate contracts.
5. Owner-furnished products.
6. Access to site.
7. Coordination with occupants.
8. Work restrictions.
9. Specification and drawing conventions.

- B. Related Section:

1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

- A. Project Identification and Owner:

DESTINATION PANAMA CITY VISITORS' CENTER PROJECT
Panama City Community Development Corporation Board of Directors
FLA Project No. 4296

- B. Project Location:

101 Beach Drive
Panama City, FL 32401

- C. Architect:

FLORIDA ARCHITECTS, INC.
103 W. 5th Street
Panama City, FL 32401
850.257.5400

- D. Project Website(s): Project Website(s) administered by the Architect will be used for purposes of managing communication and documents during the design and construction stages.

1. See Division 01 Section "Project Management and Coordination" for Contractor's requirements for utilizing the Project Website(s).

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of this contract involves construction on an occupied site (temporary modular on-site). The Owner will occupy the site in the separate modular building during construction. The new construction is basically a new approx. 2,613-SF (conditioned/interior space) and a 1,380-SF Observation and exterior decks and stairs for a total of 3,993-SF. The main spaces are located on wood pilings making the building a 2-Story mostly wood framed structure. Project includes a concrete masonry elevator shaft and lower spaces. The lift is a machine room-less and hole-less type, 2-stop elevator. Minor site improvements are also a part of the project. The Work of the Project is defined by the Contract Documents.
 1. The work in this contract will NOT include a sustainable rating system or certification.
- B. Type of Contract:
 1. Project will be constructed under a single prime contract with a traditional Bid-Build Contractor delivery method.
 2. **AIA A105-2017**; Short Form of Agreement Between Owner and Contractor (Stipulated Sum) will be used for this project.

1.5 WORK BY OWNER

- A. General: Cooperate fully with Owner so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by Owner.

1.6 OWNER-FURNISHED PRODUCTS

- A. Owner DOES NOT plan to furnish products to be incorporated into the project at the time of the Contract. The Work would include receiving, unloading, handling, storing, protecting, and installing Owner-furnished products and making building services connections.
- B. Owner-Furnished Products:
 1. None

1.7 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated without Owner's approval.
 1. Limits: Limit site disturbance to the area of work required.
 2. Construction fence and gates to be installed by the Contractor and removed at the completion of the work.

3. Driveways, Walkways and Entrances: Keep driveways loading areas, parking and entrances serving premises clear for emergency vehicles and Owner operations at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways, loading areas, and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.8 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 1. Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 6:30 a.m. to 6:30 p.m., Monday through Friday, except as otherwise indicated.
 1. Weekend Hours: 8:00 a.m. to 5:00 p.m. with Owner's permission.
 2. Early Morning Hours: 5:00 a.m. to 6:30 a.m. with Owners permission and no disruptions as noted in D. below.
- C. Controlled Substances: Use of tobacco products and other controlled substances in the building is NOT permitted.
- D. Employee Identification: Provide identification tags for Contractor personnel working on the Project site. Require personnel to utilize identification tags at all times.
- E. Employee Screening: Comply with Contractor's requirements regarding drug and background screening of personnel working on the Project site.

1.9 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 00 Conditions, and Division 01 General Requirements: Requirements of Sections in Divisions 00 and 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on the Drawings are described in detail in the Specifications. One or more of the following are used on the Drawings to identify materials and products:
 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.

2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and/or as scheduled on Drawings.
3. Architectural Dictionary: A Concise Dictionary of Architectural Terms By John Henry Parker.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General project coordination procedures.
 - 2. Administrative and supervisory personnel.
 - 3. Coordination Drawings.
 - 4. Requests for Information (RFIs).
 - 5. Project Website.
 - 6. Project meetings
- B. Related Sections:
 - 1. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 2. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

- A. RFI: Request from Owner, Architect, or Contractor seeking information from each other during construction.
- B. ASI: Architect's Supplemental Instructions.
- C. RFP: Request for Proposal.

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. Prepare and submit Coordination Drawings.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's construction schedule.
 - 2. Preparation of the schedule of values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Preinstallation conferences.
 - 7. Project closeout activities.
 - 8. Startup and adjustment of systems.
 - 9. Project closeout activities.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

1.5 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Not Required.

1.6 KEY PERSONNEL

- A. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and email addresses. 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 temporary field office, on Project Website, and by each temporary telephone. Keep list current at all times.

1.7 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
 - 1. Architect will return RFIs submitted to Architect to the Contractor with response within seven (7) working days.
 - 2. Coordinate and submit RFIs in a prompt manner to avoid delays in Contractor's work or work of Subcontractors.
- B. Frivolous RFIs:
 - 1. RFIs submitted to the Architect, where the response is clearly obvious in the contract documents, shall be returned indicating only where the response may be located.
 - 2. The time involved in reviewing the documents to locate the response and the time required to prepare the response to frivolous RFI's shall be billed to the Contractor at the Project Architect's prevailing wage rate.
- C. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
 - 1. Project name.
 - 2. Project number.
 - 3. Date.

4. Name of Contractor.
 5. Name of Architect.
 6. RFI number, numbered sequentially.
 7. RFI subject.
 8. Specification Section number and title and related paragraphs, as appropriate.
 9. Drawing number and detail references, as appropriate.
 10. Field dimensions and conditions, as appropriate.
 11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 12. Contractor's signature.
 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, Coordination Drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
 - b. Include items on drawings as original and add, modify and describe any additional items on the drawings that are to be installed.
- D. RFI Forms: [AIA Document G716].
- E. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven (7) working days for Architect's response for each RFI. RFIs received by Architect after 3:00 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 inaccurately prepared RFIs.
 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit a 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 and Owner in writing within seven (7) 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 (7) 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 weekly. Use software log that is part of Project Website or can be posted to the Project Website. Include the following:
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Architect.
 4. RFI number including RFIs that were dropped and not submitted.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Architect's response was received.
 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

1.8 PROJECT WEBSITE

- A. Use Architect's Project Website(s) for purposes of hosting and managing project communication and documentation until Final Completion. Project Website(s) shall include the following functions:
 - 1. Project directory.
 - 2. Project correspondence.
 - 3. Meeting minutes.
 - 4. Contract modifications forms and logs.
 - 5. RFI and ASI forms and logs.
 - 6. Task and issue management.
 - 7. Photo documentation.
 - 8. Schedule and calendar management.
 - 9. Submittals, Shop Drawings forms and logs.
 - 10. Coordination Drawings.
 - 11. Payment application forms.
 - 12. Drawing and specification document hosting, viewing, and updating.
 - 13. Online document collaboration.
 - 14. Reminder and tracking functions.
 - 15. Archiving functions.
- B. Upon completion of Project, provide one complete archive copy of Project Website files to Owner and to Architect in a digital storage format acceptable to the Architect.
- C. The Architect will provide access to the following Project Website software package under their current published licensing agreements:
 - 1. BaseCamp by 37 Signals.
- D. Contractor and other parties granted access by the Contractor to project Websites shall execute a data licensing agreement/digital file release in the form of Agreement included in this Project Manual.

1.9 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
 - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
 - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 - 3. Minutes: Contractor responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting via BaseCamp.
- B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
 - 1. Conduct the conference to review responsibilities and personnel assignments.
 - 2. Attendees: Authorized representatives of Owner, Owner's Commissioning Authority, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 3. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Critical work sequencing and long-lead items.
 - c. Designation of key personnel and their duties.
 - d. Lines of communications.
 - e. Procedures for processing field decisions and Change Orders.

- f. Procedures for RFIs.
 - g. Procedures for testing and inspecting.
 - h. Procedures for processing Applications for Payment.
 - i. Distribution of the Contract Documents.
 - j. Submittal procedures.
 - k. Preparation of record documents.
 - l. Use of the premises and existing building.
 - m. Work restrictions.
 - n. Working hours.
 - o. Owner's occupancy requirements.
 - p. Responsibility for temporary facilities and controls.
 - q. Procedures for moisture and mold control.
 - r. Procedures for disruptions and shutdowns.
 - s. Construction waste management and recycling.
 - t. Parking availability.
 - u. Office, work, and storage areas.
 - v. Equipment deliveries and priorities.
 - w. First aid.
 - x. Security.
 - y. Progress cleaning.
4. Minutes: Contractor responsible for conducting meeting will record and distribute meeting minutes via BaseCamp.
- C. Preinstallation Conferences: Conduct a Preinstallation Conference at Project site before each construction activity that requires coordination with other construction, and as specified in individual Sections of the Specifications.
- 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect, Owner, and Owner's Commissioning Authority, the Contractor, Subcontractor(s), supplier(s), and other concerned entities of scheduled meeting dates.
 - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Review of mockups.
 - h. Possible conflicts.
 - i. Compatibility problems.
 - j. Time schedules.
 - k. Weather limitations.
 - l. Manufacturer's written recommendations.
 - m. Warranty requirements.
 - n. Compatibility of materials.
 - o. Acceptability of substrates.
 - p. Temporary facilities and controls.
 - q. Space and access limitations.
 - r. Regulations of authorities having jurisdiction.
 - s. Testing and inspecting requirements.
 - t. Installation procedures.
 - u. Coordination with other work.
 - v. Required performance results.
 - w. Protection of adjacent work.
 - x. Protection of construction and personnel.

3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Project Closeout Conference: Schedule and conduct a Project closeout conference, at a time convenient to Owner and Architect, but no later than 90 days prior to the scheduled date of Substantial Completion.
1. Conduct the conference to review requirements and responsibilities related to Project closeout.
 2. Attendees: Authorized representatives of Owner, Owner's Commissioning Authority, Architect, and their the Contractor, Subcontractor(s), supplier(s), and other concerned entities parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
 - a. Preparation of record documents.
 - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
 - c. Submittal of written warranties.
 - d. Requirements for preparing sustainable design documentation.
 - e. Requirements for preparing operations and maintenance data.
 - f. Requirements for demonstration and training.
 - g. Preparation of Contractor's punch list.
 - h. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
 - i. Submittal procedures.
 - j. Owner's partial occupancy requirements.
 - k. Installation of Owner's furniture, fixtures, and equipment.
 - l. Responsibility for removing temporary facilities and controls.
 4. Minutes: Contractor conducting meeting will record and distribute meeting minutes via BaseCamp.
- E. Progress Meetings: Conduct progress meetings at weekly intervals.
1. Coordinate dates of meetings with preparation of payment requests.
 2. Attendees: In addition to representatives of Owner, Owner's Commissioning Authority and Architect, the Contractor, Subcontractor(s), supplier(s), and other entities concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. 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. 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.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.

- 2) Sequence of operations.
 - 3) Status of submittals including GBI Green Globes requirements.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Progress cleaning.
 - 10) Quality and work standards.
 - 11) Status of correction of deficient items.
 - 12) Field observations.
 - 13) Status of RFIs.
 - 14) Status of proposal requests.
 - 15) Pending changes.
 - 16) Status of Change Orders.
 - 17) Pending claims and disputes.
 - 18) Documentation of information for payment requests.
4. Minutes: Contractor responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information via BaseCamp.
- 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 via BaseCamp.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 00

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SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections:
 - 1. Division 00 Section "Conditions of the Contract" for submitting Applications for Payment and the schedule of values.
 - 2. Division 01 Section "Project Management & Coordination" for submitting schedules and reports, including Contractor's construction schedule, and coordination drawings.
 - 3. Division 01 Section "Close-Out Documents" for submitting operation and maintenance manuals.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as action submittals.
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as informational submittals.
- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.
- E. Digital Drawing Files (.dwg.): Autodesk Architectural Desktop AutoCAD 2020.

1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or modifications to submittals noted by the Architect and additional time for handling and reviewing submittals required by those corrections.
 - 1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
 - 2. Initial Submittal: Submit concurrently with start-up construction schedule. Include submittals required during the first 30 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.

3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
 - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
4. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal category: Action, informational.
 - d. Name of subcontractor.
 - e. Description of the Work covered.
 - f. Scheduled date for Architect's final release or approval.
 - g. Scheduled dates for purchasing.
 - h. Scheduled dates for installation.
 - i. Activity or event number.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. ELECTRONIC MEDIA on Portable Document Format (PDF): The Architect will provide the Contractor with the selected digital PDF files of the building and site for the Contractor's and Subcontractor's use.
 1. Architect will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings, Coordination Drawings, and As-Built Drawings.
 - a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the actual in-place construction. Contractor shall field verify in-place construction dimensions.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities and submittals.
 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 4. Coordinate transmittal of 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. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 1. Initial Review: Allow 7 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 7 days for review of each resubmittal.
 4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 10 days for initial review of each submittal.
- D. Identification and Information: Place a permanent label or title block on each paper copy submittal item for identification.

1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Include the following information for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Name of Subcontractor.
 - f. Name of Supplier.
 - g. Name of Manufacturer.
 - h. 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., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Other necessary identification.
- E. Identification and Information: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file with links enabling navigation to each item.
 2. Name file with submittal number or other unique identifier, including revision identifier.
 - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
 4. Include the following information on an inserted cover sheet:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name of Contractor.
 - e. Name of firm or entity that prepared submittal.
 - f. Name of subcontractor.
 - g. Name of supplier.
 - h. Name of manufacturer.
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Related physical samples submitted directly.
 - m. Green Globes Certification information.
 - n. Other necessary identification.
 5. Include the following information as keywords in the electronic file metadata:
 - a. Project name.
 - b. Number and title of appropriate Specification Section.
 - c. Manufacturer name.
 - d. Green Globes.
 - e. Product name.
- F. Options: Identify options requiring selection by the Architect.
- G. Deviations: Identify deviations from the Contract Documents on submittals.

- H. Additional Paper Copies: Unless additional signed originals are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
 - 1. Submit one digital PDF file of submittal to concurrent reviewer in addition to specified number of copies to Architect, and in the absence of specified number, submit two paper copies for Owner.
- I. Transmittal: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using the specified transmittal form. Architect will discard submittals received from sources other than Contractor.
 - 1. Transmittal Form: Use attached Form.
 - 2. 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. Indication of full or partial submittal.
 - j. Drawing number and detail references, as appropriate.
 - k. Transmittal number, numbered consecutively.
 - l. Submittal and transmittal distribution record.
 - m. Green Globes Certification information.
 - n. Remarks.
 - o. Signature of transmitter.
 - 3. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- J. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- K. 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.
- L. Use for Construction: Use only final submittals that are marked with reviewed notation from Architect's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 - 1. Post electronic submittals as PDF electronic files directly to Project Website specifically established for Project.
 - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.

2. Action Submittals: Post electronic submittals as PDF electronic files directly to Project Website.
 3. Informational Submittals: Post electronic submittals as PDF electronic files directly to Project Website.
 4. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."
 5. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - a. Provide a digital signature with digital certificate on electronically-submitted certificates and certifications where indicated.
 - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
 6. Test and Inspection Reports Submittals: Comply with requirements specified in Division 01 Section "Quality Requirements" and in individual Specification Sections.
 - 7.
- 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 published data are not alone 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 catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 - i. Green Globes Certification information.
 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before or concurrent with Samples.
 6. Submit Product Data in the following format:
 - a. PDF electronic file uploaded to the Architect's Project Website.
 - b. Architect will post action taken to the Project Website.
 - c. Submit one paper copy for Owner.
- C. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."
- D. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings solely on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.

- f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 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 but no larger than 30 by 42 inches.
 3. Submit Shop Drawings in the following format:
 - a. PDF electronic file uploaded to the Architect's Project Website.
 - b. Architect will post action taken to the Project Website.
 - E. 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 applicable 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 Owner'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 one 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 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.
 - F. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 1. Type of product. Include unique identifier for each product.
 2. Manufacturer and product name, and model number if applicable.

3. Number and name of room or space.
 4. Location within room or space.
 5. Submit product schedule in the following format:
 - a. PDF electronic file uploaded to the Architect's Project Website.
- G. Contractor's Construction 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. Submit subcontract list in the following format:
 - a. PDF electronic file uploaded to the Architect's Project Website.
- K. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- L. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on American Welding Society (AWS) forms. Include names of firms and personnel certified.
- M. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- N. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- O. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- P. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- Q. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- R. Product Test Reports: Submit 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.
- S. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
1. 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.
- T. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements."

- U. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- V. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- W. Field Test Reports: Submit reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- X. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
- Y. Design Data: Prepare and submit 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.

2.2 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally-signed PDF electronic file and three paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with Contractor's approval stamp before submitting to Architect.
- B. Project Closeout and Maintenance/Material Submittals: Refer to requirements in Division 01 Section "Closeout Procedures."
- C. 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 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 post it to the Project Website. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.

- 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 via BaseCamp.
- D. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- E. Incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned or posted as rejected without review.
- F. Submittals not required by the Contract Documents may not be reviewed and may be discarded.
- G. Submittals are required to be uploaded to the Architect's project website will be stamped reviewed and posted on the Architect's project website.

END OF SECTION 01 33 00

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SECTION 013320 - ROUTING TRANSMITTAL

CONTRACTOR: _____ **ARCHITECT** Florida Architects, Inc.
103 W. 5th Street
Panama City, Florida 32401

SPEC. SECTION NO. _____

ITEM _____ **Project No.** _____

SUB-CONTRACTOR / SUPPLIER _____ **Project Name** _____

_____ **OWNER** _____

DATE SENT _____ **NO. COPIES** _____ **DATE RECEIVED** _____

VARIANCE ATTACHED YES _____ NO _____

FLA to CONSULTANT _____ **DATE RECEIVED BY CONSULTANT** _____

DATE SENT _____ **NO. COPIES** _____

ENGINEER _____

ATTN: _____

CONSULTANT to FLA _____ **DATE RECEIVED BY FLA** _____

DATE SENT _____ **NO. COPIES** _____

REVIEWED BY _____

COMMENTS _____

FLA to CONTRACTOR _____ **DATE RECEIVED BY CONTRACTOR** _____

DATE SENT _____

TO CONTRACTOR _____

AGENCY _____ **OWNER** _____ **FILE** _____

ACTION TAKEN: _____

_____ Rejected
_____ Revise and Resubmit as Noted
_____ Conforms with Design Concept as Noted
_____ Conforms with Design Concept
_____ Submit Corrected Copy
_____ No Action Taken

END OF SECTION 013320

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SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. 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, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections:
 - 1. Divisions 02 through 49 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.
- C. Threshold Inspections: Not required.
- D. Mockups: Full size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
 - 1. Integrated Exterior Mockups: Mockups of the exterior envelope erected separately from the building but on the project site, consisting of multiple products, assemblies and subassemblies.
 - 2. Room Mockups: Mockups of typical interior spaces complete with wall, floor, and ceiling finishes, doors, windows, millwork, casework, specialties, furnishings and equipment, and lighting. Review with the Owner and Architect.
- E. Preconstruction Testing: Tests and inspections 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 specified requirements.
- 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. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade or trades.
- K. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

- A. Referenced Standards: 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 conflicting 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.

1.5 ACTION SUBMITTALS

- A. Shop Drawings: For integrated exterior mockups, provide plans, sections, and elevations, indicating materials and size of mockup construction. Post digital information to Architect's Project Website.
 - 1. Indicate manufacturer and model number of individual components.
 - 2. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

1.6 INFORMATIONAL SUBMITTALS

- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.
- B. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems.
 - 1. Main wind-force resisting system or a wind-resisting component listed in the wind-force-resisting system quality assurance plan.
- C. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- D. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.

2. Entity responsible for performing tests and inspections.
3. Description of test and inspection.
4. Identification of applicable standards.
5. Identification of test and inspection methods.
6. Number of tests and inspections required.
7. Time schedule or time span for tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

- E. Post Informational Submittals to Architect's Project Website.

1.7 CONTRACTOR'S QUALITY-CONTROL PLAN

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

1.8 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Post to Architect's Project Website. Include the following:
1. Date of issue.
 2. Project title and number.
 3. Name, address, and telephone number of testing agency.
 4. Dates and locations of samples and tests or inspections.
 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. Name and signature of Threshold Inspector.
 14. Recommendations on retesting and re-inspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Post to Architect's Project Website. Include the following:
1. Name, address, and telephone number of technical representative making report.
 2. Statement on condition of substrates and their acceptability for installation of product.
 3. Statement that products at Project site comply with requirements.
 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 6. Statement whether conditions, products, and installation will affect warranty.
 7. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Post to Architect's Project Website. Include the following:
1. Name, address, and telephone number of factory-authorized service representative making report.
 2. Statement that equipment complies with requirements.
 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 4. Statement whether conditions, products, and installation will affect warranty.
 5. Other required items indicated in individual Specification Sections.
- D. Permits, Licenses, and Certificates: For Owner'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. Post to Architect's Project Website.

1.9 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.

- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 - 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
 - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
 - 1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
 - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
 - e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
 - f. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups; do not reuse products on Project.
 - 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- K. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
 - 1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
 - 2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
 - 3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at the Project.
 - 4. Demonstrate the proposed range of aesthetic effects and workmanship.
 - 5. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
 - a. Allow seven days for initial review and each re-review of each mockup.
 - 6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 - 7. Demolish and remove mockups when directed, unless otherwise indicated.
- L. Integrated Exterior Mockups: Construct integrated exterior mockup in accordance with approved Shop Drawings. Coordinate installation of exterior envelope materials and products for which mockups are required in individual specification sections, along with supporting materials.

1.10 QUALITY CONTROL

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

- G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
 - 1. Access to the Work.
 - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 - 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 - 4. Facilities for storage and field curing of test samples.
 - 5. Delivery of samples to testing agencies.
 - 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 - 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
 - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of the Contractor's quality-control plan. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.
 - 1. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.
 - 2. Rescheduling an Owner Threshold Inspection more than once for an individual inspection will be reimbursable to the Owner from the Contractor. The Contractor may hold a Subcontractor responsible for the cost. A Subcontractor requesting such inspection and who was not ready will pay for the rescheduled inspection.

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:
 - 1. Date test or inspection was conducted.
 - 2. Description of the Work tested or inspected.
 - 3. Date test or inspection results were transmitted to Architect.
 - 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect'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.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 01 Section "Execution."

- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 40 00

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Sections:
 - 1. Division 01 Section "Summary" for work restrictions and limitations on utility interruptions.

1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow others to use temporary services and facilities without cost, including, but not limited to, Subcontractors, Owner's limited construction forces, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Sewer Service: Owner will pay sewer service use charges for sewer usage by all entities for construction and building operations.
- C. Water and Sewer Service: Contractor to arrange and pay for temporary water service installation from existing water system at property. Provide connections and extensions of services as required for construction operations as approved by the Utility Authority. Contractor may make provisions for other water source(s) as necessary at his expense. Owner shall pay for water use charges.
- D. Electric Power Service: The Contractor shall permit, install, pay for, and operate temporary electrical power service. The Contractor shall make provisions to allow all Subcontractors access to electrical power needs for construction. Remove temporary power when permanent power is provided.

1.4 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Erosion- and Sedimentation-Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
- C. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage, including delivery, handling, and storage provisions for materials subject to water absorption or water damage, discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water damaged Work.
- D. Dust-Control and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust-control and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Identify further options if proposed measures are later determined to be inadequate. Include the following:
 - 1. Locations of dust-control partitions at each phase of the work.
 - 2. HVAC system isolation schematic drawing.
 - 3. Other dust-control measures.
 - 4. Waste management plan.

- E. Hurricane Preparedness Plan: Submit narrative that describes the Hurricane Preparedness Plan, policies, procedures, resources and implementation.

1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and FBC/ANSI A117.1.

1.6 PROJECT CONDITIONS

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

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10 mils minimum thickness, with flame-spread rating of 15 or less per ASTM E 84.

2.2 TEMPORARY FACILITIES

- A. Storage and Fabrication Sheds: Contractor and Subcontractors may provide sheds sized, furnished, and equipped to accommodate materials and equipment for their construction operations.
 - 1. Store combustible materials apart from building.

2.3 EQUIPMENT

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

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

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

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
 - 1. Connect temporary sewers to municipal system or private system indicated as directed by authorities having jurisdiction.
- C. Water Service: Connect to utility providers water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- E. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- F. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
 - 1. Provide dehumidification systems when required to reduce substrate moisture levels to level required to allow installation or application of finishes.
- G. Electric Power Service: Provide and install temporary electric power service as required by the utility provider. Maintain equipment in a condition acceptable to authorities having jurisdiction and the Owner.
- H. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 - 1. Provide construction for temporary offices, shops, and sheds (if provided) located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
 - 2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

- B. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
 - 3. Maintain access for bus loading operations.
- C. Parking: Provide temporary parking areas for construction personnel where designated by Owner.
- D. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
 - 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.
- E. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
 - 1. Identification Signs: Provide Project identification signs as indicated on Drawings.
 - 2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
 - a. Provide temporary, directional signs for construction personnel and visitors.
 - 3. Maintain and touchup signs so they are legible at all times.
- F. Waste Disposal Facilities: Comply with legal requirements.
- G. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
 - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
 - 1. Comply with work restrictions specified in Division 01 Section "Summary."
- B. Temporary Erosion and Sedimentation Control: Comply with requirements of authorities having jurisdiction, and requirements specified in Division 31 Section "Site Clearing."
- C. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- D. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Obtain extended warranty for Owner. Perform control operations lawfully, using environmentally safe materials.
- E. Security Enclosure and Lockup: Install temporary chain link fence enclosure around areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.
- F. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

3.5 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.
- B. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:

1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
2. Keep interior spaces reasonably clean and protected from water damage.
3. Discard or replace water-damaged material.
4. Do not install material that is wet.
5. Discard, replace or clean stored or installed material that begins to grow mold.
6. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.

3.6 OPERATION, TERMINATION, AND REMOVAL

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

END OF SECTION 01 50 00

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SECTION 01 73 00 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. General installation of products.
 - 3. Coordination of Owner-installed products.
 - 4. Progress cleaning.
 - 5. Starting and adjusting.
 - 6. Protection of installed construction.
 - 7. Correction of the Work.
- B. Related Sections include the following:
 - 1. Division 01 Section "Submittal Procedures" for submitting surveys.
 - 2. Division 01 Section "Cutting and Patching" for procedural requirements for cutting and patching necessary for the installation or performance of other components of the Work.
 - 3. Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.3 SUBMITTALS

- A. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.

2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - a. Description of the Work.
 - b. List of detrimental conditions, including substrates.
 - c. List of unacceptable installation tolerances.
 - d. Recommended corrections.
 2. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.3 CONSTRUCTION LAYOUT

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

survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 FIELD ENGINEERING

- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
 - 1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
 - 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- B. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
 - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
 - 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
 - 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.
- C. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and Sitework for each building within the project.

3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
 - 4. Maintain minimum headroom clearance of 10 feet in spaces without a suspended ceiling.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for building movement, including thermal expansion and contraction.

3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 PROGRESS CLEANING

- A. General: **Clean Project site and work areas daily**, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F .
 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.

- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 01 Section "Quality Requirements."
- E. Refer to other Sections of the Specifications for Commissioning.

3.8 PROTECTION OF INSTALLED CONSTRUCTION

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

3.9 CORRECTION OF THE WORK

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

END OF SECTION 01 73 00

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SECTION 01 73 29 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the following:
 - 1. Divisions 02 through 49 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
 - 2. Division 07 Section "Penetration Firestopping" for patching fire-rated construction.

1.3 DEFINITIONS

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

1.4 SUBMITTALS

- A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
 - 1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
 - 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
 - 3. Products: List products to be used and firms or entities that will perform the Work.
 - 4. Dates: Indicate when cutting and patching will be performed.
 - 5. Utility Services and Mechanical/Electrical Systems: List services/systems that cutting and patching procedures will disturb or affect. List services/systems that will be relocated and those that will be temporarily out of service. Indicate how long services/systems will be disrupted.
 - 6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
 - 7. Architect's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

1.5 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operating elements include the following:
 - 1. Primary operational systems and equipment.
 - 2. Air or smoke barriers.
 - 3. Fire-suppression systems.
 - 4. Mechanical systems piping and ducts.
 - 5. Control systems.
 - 6. Communication systems.
 - 7. Conveying systems.
 - 8. Electrical wiring systems.
 - 9. Operating systems of special construction in Division 13 Sections.
- C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Miscellaneous elements include the following:
 - 1. Water, moisture, or vapor barriers.
 - 2. Membranes and flashings.
 - 3. Exterior curtain-wall construction.
 - 4. Equipment supports.
 - 5. Piping, ductwork, vessels, and equipment.
 - 6. Noise- and vibration-control elements and systems.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- E. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
 - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.

2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 3. Concrete or Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 6. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

4. Ceilings: Patch, repair, or re-hang in place ceilings as necessary to provide an even-plane surface of uniform appearance.
 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 01 73 29

SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General, Supplementary, and Special Conditions and 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 "Execution" for progress cleaning of Project site.
 - 2. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 3. Divisions 02 through 49 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. Advise Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Obtain and submit releases permitting Owner 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 Owner. Label with manufacturer's name and model number where applicable.
 - 7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 - 8. Complete startup testing of systems.
 - 9. Complete commissioning.
 - 10. Submit test/adjust/balance records.
 - 11. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 12. Advise Owner of changeover in HVAC and other utilities.
 - 13. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 - 14. Complete final cleaning requirements, including touchup painting.
 - 15. 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. Re-inspection: Request re-inspection 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 certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect and Owner. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 - 3. Submit As-Built Drawings.
 - 4. Submit Close-Out documentation.
 - 5. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 - 6. Submit pest-control final inspection report and warranty.
 - 7. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training videotapes.
- 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 requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
 - 1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit digital file of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 - 1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
 - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 - 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - 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 Owner during construction period or 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 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.

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.
 - l. Wipe surfaces of mechanical and electrical equipment, elevator 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 Owner'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 01 77 00

SECTION 01 78 23 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General, Supplementary, and Special 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. Operation manuals for systems, subsystems, and equipment.
 - 3. Maintenance manuals for the care and maintenance of products, materials, finishes, 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. Divisions 02 through 49 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 printed and one (1) digital (PDF) file copy posted to Architect's Project Website of each manual for each building in final form at least 10 days before final inspection. Architect will return post with comments within 5 days after final inspection.
 - 1. Correct or modify each manual to comply with Architect's comments. Submit 2 printed copies of each corrected manual within 10 days of receipt of Architect's comments and one (1) digital (PDF) file copy posted to Architect's Project Website of each manual.

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.
 - 2. Table of contents.
 - 3. 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. Name and address of Owner.
 - 4. Date of submittal.
 - 5. Name, address, and telephone number of Contractor.
 - 6. Name and address of Architect.
 - 7. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
 - 1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
 - 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 paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. 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.

2. 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 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 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.
 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.

2.4 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.

2.5 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and 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.

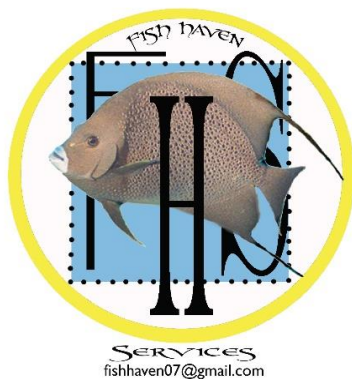
PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.
- B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- D. 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 Owner's operating personnel.
- E. 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.
 1. 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.
- F. 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."

- G. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 01 78 23



Number:	PCCDC-2020-01
Date:	5/21/2020

Proposal

Prepared for:

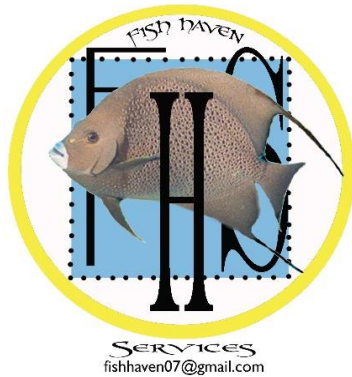
Destination Panama City (PCCDC)
101 West Beach Drive Panama City, FL 32401
Office: 850.215.1700
Cell: 850.832.5262
jennifer@destinationpanamacity.com

Prepared by:

William Horn
Fish Haven Services, LLC
3216 Lakeshore Drive
Tallahassee, Florida 32312
(850)566-6176 LLC#-L15000070565
fishhaven07@gmail.com

Contact	Title	Project	Contact	Title
Jennifer Vigil	CEO-President	FDEP Permit Application	William Horn	CEO

Product Description	Quantity	Rate	Amount
A new Florida Dept. of Environmental Protection (FDEP) Permit Application and paperwork for a shallow snorkel artificial reef site for Panama City	~30 hours	\$50	\$1,500
Drafting and submittal of a complete artificial reef permit application package to the FDEP including all attachments, maps and data required for permit issuance.			
Application to be submitted within 2 months of proposal approval and payment due on date of permit approval by the FDEP. Fish Haven Services will be available to assist PCCDC and Panama City with any requests for additional information until permit approval.			
		TOTAL	\$1,500.00



Number:	PCCDC-2020-02
Date:	5/21/2020

Proposal

Prepared for:

Destination Panama City (PCCDC)
101 West Beach Drive Panama City, FL 32401
Office: 850.215.1700
Cell: 850.832.5262
jennifer@destinationpanamacity.com

Prepared by:

William Horn
Fish Haven Services, LLC
3216 Lakeshore Drive
Tallahassee, Florida 32312
(850)566-6176 LLC#-L15000070565
fishhaven07@gmail.com

Contact	Title	Project	Contact	Title
Jennifer Vigil	CEO-President	FDEP Permit Application	William Horn	CEO

Product Description	Quantity	Rate	Amount
A new US Army Corps of Engineers (USACE)	~30 hours	\$50	\$1,500
Permit Application and paperwork for a shallow snorkel artificial reef site for Panama City			
Drafting and submittal of a complete artificial reef permit application package to the USACE including all attachments, maps and data required for permit issuance.			
Application to be submitted within 2 months of proposal approval and payment due on date of permit approval by the USACE. Fish Haven Services will be available to assist PCCDC and Panama City with any requests for additional information until permit approval.			
		TOTAL	\$1,500.00

**Panama City Community Development Council
dba Destination Panama City
Agenda Item Summary**

1. PRESENTER NAME:

Jennifer M. Vigil
President & CEO

2. MEETING DATE:

06/09/2020

3. REQUESTED MOTION/ACTION:

Provide guidance regarding whether or not the Inshore Artificial Reef Project should be included in the FY21 Program of work.

4. AGENDA

PRESENTATION ☐
PUBLIC HEARING ☐
CONSENT ☐
REGULAR ☒

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: Yes ☐ No ☐ If No, STATE ACTION REQUIRED ☐ N/A

BUDGET ACTION:
FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: Yes ☐ No ☐

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT ACTION WILL BE ACCOMPLISHED, (WHO, WHERE, WHEN & HOW))

DIB Board Member and local business owner, Allan Branch, reached to CEO Vigil and others regarding an inshore artificial reef project. The project has been attempted previously by others and has not gained sufficient traction to come to fruition. CEO Vigil agreed to make some phone calls to determine preliminary feasibility of having inshore artificial snorkel reefs in the area immediately in front of the new Destination Panama City Visitors Center.

Mr. Horn, of Fish Haven Services, worked with South Walton Artificial Reef Association on their recent underwater art snorkel reefs. He is well respected in the industry. He did a preliminary review of the location at 101 West Beach Drive and determined the alcove would be an ideal spot for inshore artificial reefs. He is very interested in working with Destination Panama City to bring this ecotourism amenity to downtown. He provided two proposals for the two permits required for inshore artificial reefs and some documents highlighting current Bay County artificial reef projects.

Destination Panama City can fund the permit fees in FY20, or include the fees for the permits into the FY21 Program of Work; it's anticipated that the permits will take 18-24 months for approval. Allan Branch has stepped up to lead the effort in fundraising the construction costs for this inshore artificial reef project and has set a goal of raising at least \$30,000.

Please provide direction regarding whether or not the board would like CEO Vigil to engage Fish Haven Services in the current fiscal year, in the FY21 Program of Work, or focus on other priorities.

Figure - 3



Proposed New Bay SAARS Site -Nearest Existing Reefs

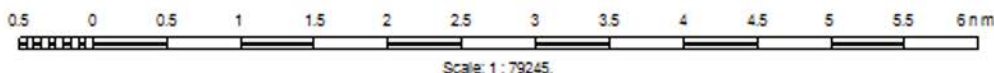
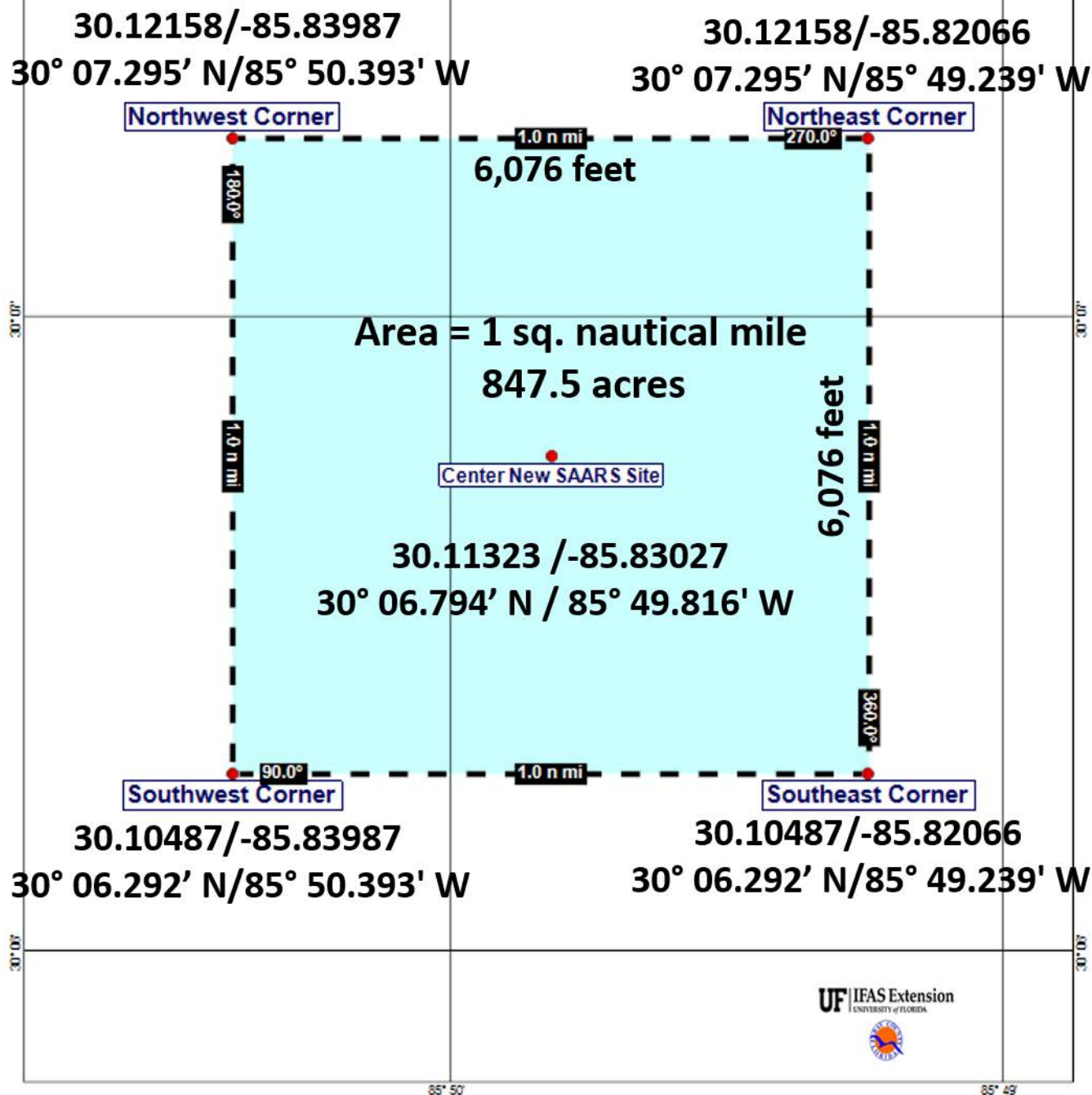


Figure - 4



FHS-March-2020

Bay County New SAARS Detail - Size and Coordinates

500 0 500 1000 1500 2000 2500 3000 3500 4000 4500 5000 5500 6000 6500 7000 ft

Scale: 1 : 15000.



ATTACHMENT 1

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