



COUNTY COMMISSIONERS

District 1 - Tommy Hamm  
District 2 - Robert Carroll  
District 3 - William T. Dozier, Chairman  
District 4 - Guy M. Tunnell  
District 5 - Philip Griff Griffiths, Vice  
Chairman

March 7, 2017

REGULAR MEETING

9:00 AM - BAY COUNTY GOVERNMENT CENTER

840 WEST 11TH STREET

PANAMA CITY, FLORIDA

**A. CALL TO ORDER**

**B. ROLL CALL**

**C. INVOCATION**

**D. PLEDGE OF ALLEGIANCE**

**E. ADDITION OF EMERGENCY ITEMS/DELETIONS**

**F. PRESENTATIONS**

- Bay County Water Treatment Plant 2016 Plant Operations Excellence Award
- North Bay Water Treatment Facility 2016 Domestic Wastewater Plant Operations Excellence Award
- FEED Bay County Proclamation
- Healthiest Weight Community Champion Award

**G. PUBLIC PARTICIPATION**

**H. CONSENT AGENDA**

Clerks Report

**1. Revenues and Expenditures**

**Recommendation:** Board to acknowledge receipt of report.

County Attorney

**2. MOU with Big Bend Community Based Care**

**Recommendation:** Board to approve MOU and Business Associate Agreement with Big Bend Community Based Care and authorize the Chairman to sign it.

Human Resources

3. **Rescind Sick Leave Donation Policy**

**Recommendation:** Board rescind the Sick Leave Donation Policy

Public Works

4. **Library Roof Repair Contract Award**

**Recommendation:** Board to approve and authorize the Chairman to execute a contract with Centennial Roofing, Inc. for the Bay County Library Roof Repair Project. **(DISTRICT II)**

5. **EMS Beach Substation Wind Retrofit Change Order**

**Recommendation:** Board: 1) Approve and authorize Chairman to sign the change order to the Emergency Medical Services (EMS) Beach Substation Wind Retrofit Project in the amount of \$19,950. **(DISTRICT V)**

Risk Management

6. **Renewal of Property Insurance on the Bay County Waste-to-Energy Plant**

**Recommendation:**

Board to approve Renewal of Property Insurance on the Bay County Waste-to-Energy Plant

Utility Services

7. **North Bay Reuse Line NFWMD Grant Agreement**

**Recommendation:** Board: 1) Approve the Northwest Florida Water Management District (NFWMD) Grant Agreement No. 17-033 and 2) Authorize the Chairman to execute the agreement.

**I. REGULAR AGENDA**

**J. PUBLIC HEARING**

Community Development

8. **PZ 16-162 Zone Change**

**Recommendation:** Board to conduct a quasi-judicial public hearing pursuant to Section 307 of the Land Development Regulations and take action on a proposed zone change, Application No. PZ 16-162. The 1.7 +/- acre site is located northwest corner of Panama City Beach Parkway and N. Lakeshore Drive in the unincorporated area of Panama City Beach **(District V)**.

**K. PUBLIC PARTICIPATION**

**L. COUNTY ATTORNEY'S REPORT**

**M. COUNTY MANAGER'S REPORT**

**N. CHAIRMANS AND COMMISSIONERS COMMENTS**

## **O. ADJOURN**

### **BAY COUNTY BOARD OF COUNTY COMMISSIONERS**

840 West 11th Street  
Panama City, Florida 32401  
Telephone: (850) 248-8140 Fax: (850) 248-8153  
E-Mail Address: [bocc@baycountyfl.gov](mailto:bocc@baycountyfl.gov)

Commission Meeting Schedules and Agenda Items Available on our Home Page:  
[www.baycountyfl.gov](http://www.baycountyfl.gov)

#### **Contact County Commissioners:**

Commissioner Tommy Hamm, District 1  
E-Mail Address: [thamm@baycountyfl.gov](mailto:thamm@baycountyfl.gov)

Commissioner Robert Carroll, District 2  
E-Mail Address: [rcarroll@baycountyfl.gov](mailto:rcarroll@baycountyfl.gov)

Commissioner William T. Dozier, District 3  
E-Mail Address: [wdozier@baycountyfl.gov](mailto:wdozier@baycountyfl.gov)

Commissioner Guy M. Tunnell, District 4  
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Commissioner Philip Griff Griffiths, District 5  
E-Mail Address: [pgriffitts@baycountyfl.gov](mailto:pgriffitts@baycountyfl.gov)

"Bay County adheres to the Americans with Disabilities Act and will make reasonable modifications for access to this meeting upon request. Please call the County Administration Office at (850) 248-8140 to make a request. For Hearing Impaired, Dial 1-800-955-8771 (TDD), and 1-800-955-8770 (Voice). Requests must be received at least 48 hours in advance of the meeting in order for Bay County to provide the requested service."



## Bay County Board of County Commissioners Agenda Item Summary

### Revenues and Expenditures

**DEPARTMENT MAKING REQUEST/NAME:**

Bay County Clerk of Court and Comptroller Bill Kinsaul, Clerk of Court and Comptroller

**MEETING**

**DATE:** 3/7/2017

**REQUESTED MOTION/ACTION:**

Board to acknowledge receipt of report.

**AGENDA**

Clerks Report - Consent

**BUDGETED ITEM? N/A**

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

**BACKGROUND:**

Board to acknowledge receipt of the following reports.

- Revenues and Expenditures

**ATTACHMENTS:****Description**

Revenues and Expenditures

**Type**

Cover Memo



RECEIVED  
BAY COUNTY COMMISSION  
COUNTY MANAGERS OFFICE

February 17, 2017

FEB 20 2017

Board of County Commissioners  
Bay County, Florida

Commissioners:

Attached you will find a summary of 2016/2017 Revenues and Expenditures through February 16, 2017. The attached Revenue and Expenditure format categorizes by fund, Department and Major Financial Statement Category. The information is summarized at the end of each fund and gives the net change to the fund's balance resulting from the current year's activity.

Please be advised that this report has inherent limitations such as:

- 1). Actual YTD revenues and expenditures are unaudited figures. Timing differences, such as unrecorded liabilities and revenues, may exist which could cause these numbers to be misleading.
- 2). Cash Carry forwards, budgeted non-revenue items, have not been posted. These items represent monies earned in prior fiscal years' that may be utilized to assist its fund with current deficient cash flows.

If I can be of further assistance to the Board, or should you wish to discuss this report further, please let me know.

Sincerely,



Bill Kinsaul  
Clerk of Court & Comptroller

Bay County Board of County Commissioners  
Revenue & Expenditure Summary FY 2017  
As of February 16, 2017

Fund #	Fund	REVENUES		%	NON-REVENUES		%	EXPENDITURES		%	INCR (DECR)
		Budget	Actual	Budget	Budget	Actual	Budget	Budget	Actual	Budget	Fund Balance
001	General Fund	97,651,313	64,306,396	66%	14,275,273	2,150	0%	111,926,586	40,923,817	37%	23,384,729
101	Transportation	13,897,286	3,390,534	24%	13,894,496		0%	27,791,782	10,655,207	38%	(7,264,673)
111	Road Impact-Beach/Airport	-	34	0%	190,521		0%	190,521	-	0%	34
112	Road Impact-East Bay County	-	56	0%	310,608		0%	310,608	-	0%	56
113	Road Impact-Panama City	-	5	0%	26,592		0%	26,592	-	0%	5
114	Road Impact-Southport/Sandhills	-	39	0%	215,234		0%	215,234	-	0%	39
118	Transit	4,970,434	515,938	10%	-		0%	4,970,434	1,135,584	23%	(619,646)
120	Library	1,034,688	332,701	32%	2,158,377	100,000	5%	3,193,065	1,114,442	35%	(681,741)
125	Tourist Development	10,050,000	1,398,713	14%	530,526		0%	10,580,526	4,869,081	46%	(3,470,368)
126	Mexico Beach - TDC	549,350	90,793	17%	26,523		0%	575,873	266,237	46%	(175,443)
127	Beach Nourishment - TDC	3,447,395	473,739	14%	29,352,351		0%	32,799,746	157,365	0%	316,374
128	TDC - 5th Cent	3,350,000	468,061	14%	-		0%	3,350,000	19,550	1%	448,511
129	Panama City - TDT	1,500,000	255,032	17%	-		0%	1,500,000	655,920	44%	(400,888)
130	Public Safety E911	815,215	67,700	8%	1,000,000		0%	1,815,215	218,076	12%	(150,376)
133	Intergov't Radio Communication	465,790	168,221	36%	484,299	21,075	4%	950,089	182,224	19%	7,072
140	District Mosquito Control	1,227,792	1,004,075	82%	120,450		0%	1,348,242	556,731	41%	447,343
145	MSTU-Fire Protection	7,684,788	6,408,318	83%	1,000,000		0%	8,684,788	3,226,740	37%	3,181,578
167	MSBU Fund	44,840	11,977	27%	25,000	-	0%	69,840	10,645	15%	1,332
401	Water Sys Revenue Fund	16,780,409	5,421,783	32%	14,152,655		0%	30,933,064	4,327,229	14%	1,094,554
420	Retail Water & Wastewater	12,282,035	3,716,759	30%	2,195,000	-	0%	14,477,035	2,703,507	19%	1,013,253
430	Solid Waste Fund	12,120,317	3,273,901	27%	2,642,000		0%	14,762,317	4,753,840	32%	(1,479,938)
440	Builders' Services	981,400	344,606	35%	3,800,000		0%	4,781,400	574,733	12%	(230,127)
450	Emerg Medical Svcs	6,828,477	4,617,437	68%	814,462		0%	7,642,939	2,733,665	36%	1,883,772
501	Internal Service Fund	4,404,028	1,182,181	27%	170,787		0%	4,574,815	1,511,874	33%	(329,692)
505	Workers' Compensation	1,204,381	284,309	24%	-		0%	1,204,381	212,027	18%	72,282
506	Insurance Fund	3,140,381	776,654	25%	-		0%	3,140,381	474,887	15%	301,767
510	Utilities	1,518,531	389,054	26%	-		0%	1,518,531	477,237	31%	(88,183)
Revenue Sub Total		205,948,850	98,899,016	48%	87,385,154	123,225	0%				
Combined Revenue & Expenditures		293,334,004	99,022,241	34%				293,334,004	81,760,615	28%	17,261,626

**Notes:**

Fund 450 does not include allowance for doubtful accounts.



## Bay County Board of County Commissioners Agenda Item Summary

### MOU with Big Bend Community Based Care

**DEPARTMENT MAKING REQUEST/NAME:**

Office of the County Attorney Jennifer Shuler

**MEETING DATE:** 3/7/2017

**REQUESTED MOTION/ACTION:**

Board to approve MOU and Business Associate Agreement with Big Bend Community Based Care and authorize the Chairman to sign it.

**AGENDA**

County Attorney - Consent

**BUDGETED ITEM? N/A**

**BUDGET ACTION:**

N/A

**FINANCIAL IMPACT SUMMARY STATEMENT:**

N/A

**BACKGROUND:**

In 2016, the Florida Legislature passed SB 12, which was comprehensive legislation addressing care for mental health and substance abuse involuntary commitments and patients. Included in this legislation was an obligation that counties develop plans for the transport of Baker Act and Marchman Act patients by July 1, 2017.

Big Bend Community Based Care ("Big Bend") subcontracts with the Florida Department of Children and Families to help coordinate resources for mental health and substance abuse needs across NW Florida. As part of its responsibilities, Big Bend will assist the County, and interested stakeholders, in developing the required transportation plan. The attached MOU and Business Associate Agreement (Exhibit 1) will allow Big Bend and EMS to share patient data in order to better address care for mental health and substance abuse patients.

Staff recommends that the Board approve the attached MOU and Business Associate Agreement with Big Bend Community Based Care.

**ATTACHMENTS:**

Description

MOU with Big Bend

Type

Cover Memo



**MEMORANDUM OF UNDERSTANDING  
BIG BEND COMMUNITY BASED CARE  
AND  
BAY COUNTY BOARD OF COUNTY COMMISSIONERS**

This Memorandum of Understanding, herein referred to as "MOU," is entered into by and between Big Bend Community Based Care ("BBCBC") and the Bay County Board of County Commissioners, acting through its Emergency Medical Services Division.

The purpose of the agreement is to facilitate the collection, analysis, and sharing of data in order to track shared clients, better coordinate individual care, and address barriers and needs across systems to better serve the community. Specifically, by sharing data, BBCBC and Emergency Medical Services Division can identify barriers, leverage existing resources, and coordinate overall care to better serve the community.

Emergency Medical Services Division, BBCBC, and its subcontracted providers shall exchange data and information related to shared clients in an effort to better coordinate care. These shared clients are specific to the priority populations as outlined by the Department of Children and Families and any other individual deemed as needing further care coordination. The data and information shall be used to ensure collaboration of care and to improve outcomes for the individual. This data may include personally identifiable information such as names, date of birth, gender, and ethnicity as well as other information. If BBCBC and Emergency Medical Services Division will be sharing Protected Health Information (PHI), the attached HIPAA Business Agreement must be completed.

The data will also be used on a systemic level to identify gaps and needs in services and to evaluate the overall system of care. Through shared data and tracking of individuals, trends in the data will be assessed. BBCBC will be able to use the data trends to better assess and work to improve the overall system of care.

**"BBCBC"**

Printed Name: Pam East

Signature: P. East

**BAY COUNTY BOARD OF COUNTY COMMISSIONERS**

Signature: \_\_\_\_\_  
William T. Dozier, Chairman

ATTEST:

\_\_\_\_\_  
Clerk of Court

Approved as to Form:

\_\_\_\_\_  
County Attorney

## **HIPAA BUSINESS AGREEMENT**

*This Agreement contains the terms and conditions governing the Agency's access to and use of Protected Health Information and provides the permissible uses and disclosures of protected health information by the Agency, also called "Business Associate."*

### **Section 1. Definitions**

#### **1.1 Catch-all definitions:**

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

#### **1.2 Specific definitions:**

- 1.2.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and for purposes of this Attachment shall specifically refer to the Provider.
- 1.2.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and for purposes of this Attachment shall refer to the Department.
- 1.2.3. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- 1.2.4. "Subcontractor" shall generally have the same meaning as the term "subcontractor" at 45 CFR § 160.103 and is defined as an individual to whom a business associate delegates a function , activity, service, other than in the capacity of a member of the workforce of such business associate.

### **Section 2. Obligations and Activities of Business Associate**

#### **2.1 Business Associate agrees to:**

- 2.1.1 Not use or disclose protected health information other than as permitted or required by this Attachment or as required by law;
- 2.1.2 Use appropriate administrative safeguards as set forth at 45 CFR § 164.308, physical safeguards as set forth at 45 CFR § 164.310, and technical safeguards as set forth at 45 CFR § 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CFR § 164.316 and the



provisions of training on such policies and procedures to applicable employees, independent contractors, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI that the Provider creates, receives, maintains or transmits on behalf of the Department;

- 2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to the Department, and (b) the Business Associate's and their Subcontractors are directly liable under the civil and criminal enforcement provisions set forth at Section 13404 of the HITECH Act and section 45 CFR § 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;
- 2.1.4 Report to covered entity any use or disclosure of protected health information not provided for by this Attachment of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- 2.1.5 Notify the Department's Security Officer, Privacy Officer and the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data;
- 2.1.6 Notify the Privacy Officer and Contract Manager within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).
- 2.1.7 Provide any additional information requested by the Department for purposes of investigating and responding to a breach;
- 2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data as provided in section 817.5681, F.S.;
- 2.1.9 Implement at Business Associate's own cost measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data;
- 2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Department ;
- 2.1.11 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information. Business Associate's must attain satisfactory assurance in the form of a written contract or other written agreement with their business associate's or subcontractor's that meets the

- applicable requirements of 164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the provider shall provide written certification that its implementation complies with the terms of 45 CFR 164.532(d);
- 2.1.12 Make available protected health information in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;
  - 2.1.13 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
  - 2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;
  - 2.1.15 To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
  - 2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

### ***Section 3. Permitted Uses and Disclosures by Business Associate***

- 3.1 The Business Associate may only use or disclose protected health information covered under this Attachment as listed below:
  - 3.1.1 The Business Associate may use and disclose the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) in performing its obligations pursuant to this Attachment.
  - 3.1.2 The Business Associate may use the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) for archival purposes.
  - 3.1.3 The Business Associate may use PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate, if such use is necessary (a) for the proper management and administration of Business Associate or (b) to carry out the legal responsibilities of Business Associate.
  - 3.1.4 The Business Associate may disclose PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate if (a) the disclosure is required by law or (b) the Business Associate (1) obtains reasonable assurances from the person to whom the PHI and/or ePHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the



purpose for which it was disclosed to the person and (2) the person agrees to notify the Business Associate of any instances of which it becomes aware in which the confidentiality and security of the PHI and/or ePHI has been breached.

- 3.1.5 The Business Associate may aggregate the PHI and/or ePHI created or received pursuant this Attachment with the PHI and/or ePHI of other covered entities that Business Associate has in its possession through its capacity as a Business Associate of such covered entities for the purpose of providing the Department of Children and Families with data analyses relating to the health care operations of the Department (as defined in 45 C.F.R. §164.501).
- 3.1.6 The Business Associate may de-identify any and all PHI and/or ePHI received or created pursuant to this Attachment, provided that the de-identification process conforms to the requirements of 45 CFR § 164.514(b).
- 3.1.7 Follow guidance in the HIPAA Rule regarding marketing, fundraising and research located at Sections 45 CFR § 164.501, 45 CFR § 164.508 and 45 CFR § 164.514.

#### ***Section 4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions***

- 4.1 Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.
- 4.2 Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.
- 4.3 Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

#### ***Section 5. Termination***

##### **5.1 Termination for Cause**

- 5.1.1 Upon the Department's knowledge of a material breach by the Business Associate, the Department shall either:
  - 5.1.1.1 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the Business Associate does not cure the breach or end the

violation within the time specified by the Department of Children and Families;

- 5.1.1.2 Immediately terminate this Agreement or discontinue access to PHI if the Business Associate has breached a material term of this Attachment and does not end the violation; or
- 5.1.1.3 If neither termination nor cure is feasible, the Department shall report the violation to the Secretary of the Department of Health and Human Services.

## 5.2 Obligations of Business Associate Upon Termination

- 5.2.1 Upon termination of this Attachment for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:
  - 5.2.1.1 Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
  - 5.2.1.2 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the remaining protected health information that the Business Associate still maintains in any form;
  - 5.2.1.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
  - 5.2.1.4 Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs 3.1.3 and 3.1.4 above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
  - 5.2.1.5 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.
  - 5.2.1.6 The obligations of business associate under this Section shall survive the termination of this Attachment.

## **Section 6.     *Miscellaneous***

- 6.1 A regulatory reference in this Attachment to a section in the HIPAA Rules means the section as in effect or as amended.

- 6.2 The Parties agree to take such action as is necessary to amend this Attachment from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- 6.3 Any ambiguity in this Attachment shall be interpreted to permit compliance with the HIPAA Rules.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

Bay County Board of County Commissioners

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Big Bend Community Based Care ME

Signature: P. East

Name: Palm EAST

Title: COO

Date: 1-24-17



## Bay County Board of County Commissioners Agenda Item Summary

### Rescind Sick Leave Donation Policy

**DEPARTMENT MAKING REQUEST/NAME:**

Human Resources/Amy Cooper

**MEETING DATE:** 3/7/2017

**REQUESTED MOTION/ACTION:**

Board rescind the Sick Leave Donation Policy

**AGENDA**

Human Resources - Consent

**BUDGETED ITEM?** N/A

**BUDGET ACTION:**

**FINANCIAL IMPACT SUMMARY STATEMENT:**

**BACKGROUND:**

The Board of County Commissioners adopted a Sick Leave Donation Policy on November 18, 2014. This policy allows eligible employees to donate accrued but unused sick leave to fellow employees on a limited basis when fellow employees have exhausted all other available leave.

Due to the revision of the Sick Leave Pool Policy, there is no longer a cap on the number of sick leave pool hours an employee can use in a calendar year. Previously, a member of the Sick Leave Pool could use no more than 480 hours per year.

It is therefore recommended that the Board rescind the Sick Leave Donation Policy, since the Sick Leave Pool Policy can now accommodate requests in excess of 480 hours with the proper medical certification and approval from the Sick Leave Pool Committee. Once an employee accrues 120 hours of PTO, the employee must donate a minimum of 16 hours to join the Sick Leave Pool.





## Bay County Board of County Commissioners Agenda Item Summary

### Library Roof Repair Contract Award

**DEPARTMENT MAKING REQUEST/NAME:**

Public Works Department Keith Bryant, P.E., PTOE, Director

**MEETING DATE:** 3/7/2017

**REQUESTED MOTION/ACTION:**

Board to approve and authorize the Chairman to execute a contract with Centennial Roofing, Inc. for the Bay County Library Roof Repair Project. **(DISTRICT II)**

**AGENDA**

Public Works - Consent

**BUDGETED ITEM? No****BUDGET ACTION:**

If approved, budget amendment will be needed to move funds.

**FINANCIAL IMPACT SUMMARY STATEMENT:**

This will impact the General Fund.

**BACKGROUND:**

The Bay County Library needs extensive roof repairs to address the failure of the transition sealant between the standing seam metal roof system and the membrane roof system. The sealant used during construction has been determined to be incompatible with the membrane roof material and has caused leaks in the areas where it was applied. The repairs involve removal and reinstallation of 28,000 square feet of standing seam roof panels and the replacement of the compromised membrane. Staff contracted with DAG Architects for the proposed roof repair design.

The original watertight roof warranty furnished by the general contractor is not available. Both the general contractor and the roofing contractor are no longer in business. The sealant that caused the issue was an approved material at the time of construction but has since been determined to be unsuitable for membrane roof systems in high heat environments.

Invitation to Bid (ITB) 17-07 Bay County Library Roof Repair was advertised on December 2, 2016 and a Pre-Bid Meeting was held on January 11, 2017. The following three (3) responses were received and opened on February 3, 2017.

Bidder	Base Bid
Bel-Mac Roofing, Inc.	WITHDRAWN
Centennial Roofing Corp.	\$ 122,000.00
Ameritech Enterprises, LLC	\$ 145,875.00

On February 13, 2017 Bel-Mac Roofing, Inc. requested to withdraw their bid therefore, Centennial Roofing, Inc. was the lowest, responsive, responsible bidder for the Bay County Library Roof

Repair Project.

Staff recommends the Board approve and authorize the Chairman execute a contract with Centennial Roofing Corp. for the Bay County Library Roof Repair Project (**EXHIBIT 1**).

**ATTACHMENTS:**

Description	Type
Centennial Roofing 17-07 Library Roof Repairs Contract	Exhibit

## **CONTRACT 17-07 LIBRARY ROOF REPAIRS**

This Contract, dated March 7, 2017 is between the Bay County Board of Commissioners, located at 840 West 11<sup>th</sup> Street, Panama City, FL 32401 ("County"), and Centennial Roofing Corp. located at 1601 Lisenby Avenue, Panama City, FL 32405("Contractor").

### **1. Scope of Work**

The County desires to hire Contractor to provide all necessary labor, supervision, equipment, and supplies to perform necessary repairs to address roof leak issues at the Bay County Library facility located at 898 West 11<sup>th</sup> Street, Panama City, FL 32401.

The Contractor will perform those services in accordance with the DAG Architects, Inc. Project Manual titled "Bay County Library Roof Repair, attached as **Exhibit 1** and DAG Architects, Inc. Project Plans, attached as **Exhibit 2**. The Contractor hereby agrees to provide such services to the County according to Invitation to Bid (ITB) 17-07 Library Roof Repairs, said documents being incorporated into this agreement as if fully set out herein, and the Contractors response thereto, said documents being attached as **Exhibit 3**, to the extent they are not inconsistent with this agreement.

### **2. Term**

This Contract shall commence upon the date of receipt of the "Notice to Proceed" and work shall be completed in 220 calendar days.

### **3. Contract Price**

The County shall pay the Contractor for services provided in accordance with the Florida Prompt Payment Act of the Florida Statutes, Chapter 218.70, upon receipt of the Contractor's invoice and written approval of same by the County's Designated Representative indicating that services have been rendered in conformity with this Contract. The Contractor shall submit an invoice for payment to Bay County Facility Maintenance on a monthly basis for those specific services, as described in this Contract, ITB 17-07, and the Contractor's proposal cost, that were satisfactorily completed during that invoicing period.

### **4. Payments**

a. The Contractor shall submit to the County a schedule of values for the project. Pay requests shall be sworn statements based upon the progress made and submitted to the County on a monthly basis. Payment by the County to the Contractor of the statement amount shall be made within twenty (20) days after approval and submitted to the County. Ten percent (10%) retainage shall be held at the discretion of the County; the 10% retainage shall be reduced to 5% at 50% completion of the work.

b. Final Payment - Final payment constituting the unpaid balance of the cost of the Project and the Contractor's fee, shall be due and payable within 45 days after the

Project is delivered to the County, finished and ready for beneficial occupancy, or when the County occupies the Project, whichever event first occurs provided that the Project be then substantially completed and this agreement substantially performed. However, if there should remain work to be completed, the Contractor shall list those items prior to receiving final payment and the County may retain a sum equal to 150% of the estimated cost of completing any unfinished work and the applicable portion of the Contractor's retainage, provided that said unfinished items are listed separately and estimated cost of completing any unfinished items are likewise listed separately. Thereafter, County shall pay to Contractor, monthly, the amount retained from each incomplete item after each of said items is completed.

c. Payments to Subcontractors - The Contractor shall promptly, but not later than 10 days after receipt of payment from the County, pay all the amount due subcontractors less a retainage of ten percent (10%). If there should remain items to be completed, the Contractor shall list those items required for completion and the Contractor shall require the retainage of a sum equal to 150% of the estimated cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items likewise listed separately. Thereafter, The Contractor shall pay to the subcontractors, monthly; the amount retained for each incomplete item after each of said items is completed. Before issuance of final payment without any retainage, the subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted and instruction for the County's operating and maintenance personnel is complete. Final payment may be made to certain select subcontractors who work is satisfactorily completed prior to the total completion of the Project but only upon approval of the County.

d. Delayed Payments by County - If the County shall fail to pay the Contractor within 20 days after the receipt of an approved payment request from the Contractor, then the Contractor may, upon fourteen (14) additional days advance written notice to the County stop the Project until payment of the amount owing has been received, provided that the payment request has been submitted in sufficient detail to comply with the guidelines of the Office of the Clerk of the Circuit Court for Bay County. In the event that there is a dispute in the amount of the pay request, then only the disputed amount shall be held until resolved and the undisputed amount shall be paid within the time limits as stated within this paragraph. If undisputed amounts are timely paid, then the Contractor shall not stop the Project in any fashion and the progress of the project shall not be interrupted. Both parties agree that best efforts be made to resolve the disputed amount.

e. Payment for Materials and Equipment - Payments will be made for material and equipment not incorporated in the work but delivered and suitably stored at the site (or another location, subject to prior approval and acceptance by the County on each occasion).



5. Independent Contractor

The Contractor shall at all times, relevant to this contract, be an independent contractor and in no event shall the Contractor, nor any employees or sub-contractors under it, be considered to be employees of Bay County.

6. Contractor's Personnel

Contractor has the exclusive right to hire and terminate its employees and may transfer or reassign any of its employees to other work of the Contractor. The direction of the work of Contractor's employees shall be under the exclusive control of Contractor. If the County objects to the presence or performance of any employee of Contractor, Contractor shall remove such employee from County premises.

7. Cooperation

Contractor agrees to perform each phase of the work at the scheduled time and in the scheduled sequence. Contractor will cooperate with the Public Works Director or their designee as requested and specifically to allow the County to inspect the performance of work of this Contract.

8. Materials, Supplies, Etc.

Contractor shall furnish and supply all tools, materials, consumable supplies and equipment, safety devices and equipment, and any special clothing that are required to perform the work of this Contract and consistent with the requirements of the ITB.

9. Records / Audits

The County is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

a. Keep and maintain public records required by the County in order to perform the service;

b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.

d. Upon completion of the contract, transfer, at no cost to the County, all public records in possession of the Contractor, or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon

completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records in a format that is compatible with the information technology systems of the County.

e. The Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The County, the State of Florida, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion.

#### 10. Public Records Custodian

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Bay County Board of County Commissioners Custodian of Public Records at (850) 248-8270, [purchasing@baycountyfl.gov](mailto:purchasing@baycountyfl.gov) or 840 W. 11<sup>th</sup> Street, Panama City, Florida 32401.

#### 11. County Representative

The County Public Works Director or a designee has authority to designate the work to be done by Contractor, to inspect such work, and to resolve questions which arise between the parties. The Contractor or the Contractor's designee will deal with the County's representative on matters relating to the performance of the work. The County shall have the authority to stop the work whenever it deems such action necessary to secure the safe and proper performance of the work assignment.

#### 12. Laws, Rules and Regulations

a. General Laws: Contractor shall give all notices required of it by law and shall comply with all Federal, State and local laws, ordinances, rules and regulations governing Contractor's performance of this Contract and the preservation of public health and safety. Upon request by the County, Contractor shall provide proof of such compliance to the County.

b. Illegal Alien Labor: Contractor shall comply with all provisions state and federal law regarding the hiring and continued employment of aliens not authorized to work in the United States. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor is in compliance with such laws. Contractor agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require the same of any subcontractors. Contractor shall pay all cost incurred to initiate and sustain the verification programs.

c. Termination for Cause: Failure of the Contractor to comply with the provision of this section shall constitute grounds for the County to immediately terminate this Contract for cause and declare the Contractor to be non-responsible for bidding or proposing on future contracts for one year from the date the County notifies the Contractor of such non-compliance.

13. Warranty

The Contractor shall fully warrant all workmanship and material, in the performance of the obligations under this contract, for a period of one (1) year after completion of the work. The warranty period begins at the date of final payment for the project. The Contractor shall expeditiously repair and remedy any defects in the construction that are discovered within one (1) year, without cost or charge to the County. In the event the Contractor fails, within five days after notice, to begin correction of the defect, or fails within a reasonable time thereafter to complete the repair or remedy, the County may have the work done at the Contractor's expense or may proceed against the Contractor's performance or labor and material bond.

14. Insurance

During the term of this Contract, Contractor will purchase and maintain insurance and comply with the Bay County Insurance Requirements which are attached as **Exhibit 4** to this Contract and incorporated by reference.

15. Hold Harmless and Indemnification

a. The Contractor shall indemnify and hold harmless the County, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Contract

b. The parties understand and agree that such indemnification by the Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter.

c. The Contractor's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

d. This section survives termination or expiration of this Contract.

16. Duty to Pay Defense Costs and Expenses

a. The Contractor agrees to reimburse and pay on behalf of the County the cost of the County's legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all 1) claims described in the Hold Harmless and Indemnification paragraph or 2) other claims arising out of the Contractor's performance of the Contract and in which the County has prevailed.

b. The County shall choose its legal defense team, experts, and consultants and invoice the Contractor accordingly for all fees, costs and expenses upon the conclusion of the claim.

c. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

d. This section survives termination or expiration of this Contract.

17. Notices

Any notice to be given by the parties shall be in writing and deemed to have been duly given if and when deposited in the United States registered mail, return receipt requested, properly stamped and addressed to:

For the County:  
Bay County Facility Maintenance  
Attn: Jason Jowers  
840 W. 11<sup>th</sup> Street  
Panama City, FL 32401

For the Contractor:  
Centennial Roofing Corp  
Attn: David Hudlow  
1601 Lisenby Avenue  
Panama City, FL 32405

The Contractor shall notify the Bay County Purchasing Department of any change to its address. The Purchasing Department will disseminate the address change to all applicable departments and agencies including Finance. The Contractor's notification of address change is sufficient if sent by email or facsimile.

18. Assignment

Contractor shall not assign in whole or in part any part of the work of this Contract except with prior written consent of the County.

19. Entire Agreement

All proposals, negotiations and representations regarding the work of this Contract are merged in this instrument. Any amendment or modification of this Contract shall be in writing and signed by the duly authorized representatives of the parties.

20. Termination for Convenience

The County may terminate this Contract at any time for any reason by giving at least thirty (30) days' notice in writing to the Contractor. If the Contract is terminated by

the County as provided herein, the Contractor will be entitled to receive payment for those services reasonably performed to the date of termination.

21. Termination for Cause

a. If the Contractor fails to comply with any of the terms and conditions of this Contract, Bay County may give notice, in writing, to the Contractor of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, Bay County may, with no further notice, declare this Contract to be terminated. The Contractor will thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by Bay County by reason of the Contractor's failure to comply with this contract.

b. Notwithstanding the above, the Contractor is not relieved of liability to Bay County for damages sustained by Bay County by virtue of any breach of this Contract by the Contractor and Bay County may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due Bay County from the Contractor is determined.

c. Failure of the Contractor to comply with the provision of Section 11 Laws, Rules, and Regulations shall constitute grounds for the County to immediately terminate this Contract for cause and declare the Contractor to be non-responsible for bidding or proposing on future contracts for one year from the date the County notifies the Contractor of such non-compliance.

d. This Contract may be terminated by the County if the successful bidder is found to have submitted a false certification as required under section 215.471 (5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.

22. Conflicts

In the case of any conflict between the provisions of this Contract and other contract documents, the following priority for interpretation of those document provisions shall be followed:

- a. The provisions of this contract prevail first.
- b. The bid form and attachments are next.
- c. The initial bid provisions are final priority.

23. Severability

The invalidity, in whole or in part, of any section or part of any section of this Contract shall not affect the validity of the remainder of such section or the Contract.

24. Governing Law & Venue

This Contract is governed by the laws of the State of Florida. The proper venue for any action regarding this contract is in the appropriate Court in Bay County, Florida.

**IN WITNESS WHEREOF**, the Parties have executed this Contract as of the day and year first written above.

Executed by:

**BOARD OF COUNTY COMMISSIONERS  
BAY COUNTY FLORIDA**

By: \_\_\_\_\_  
William T. Dozier, Chairman

Attest:

\_\_\_\_\_  
Bill Kinsaul, Clerk of Court

Approved as to form

\_\_\_\_\_  
Office of Bay County Attorney

**CENTENNIAL ROOFING CORP.**

By: \_\_\_\_\_  
(Authorized Representative)

Its: \_\_\_\_\_

State of \_\_\_\_\_  
County of \_\_\_\_\_

This Contract was acknowledged and subscribed before me the undersigned notary this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_ and \_\_\_\_\_ with proper authority, and who is personally known by me or produced identification of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**EXHIBITS:**

1. DAG Architects, Inc. Project Manual
2. DAG Architects, Inc. Project Plans
3. Contractor's Response to ITB 17-07
4. Insurance Requirements

**EXHIBIT 1**  
**DAG ARCHITECTS, INC.**  
**PROJECT MANUAL**

**PROJECT MANUAL**  
**For**  
**BAY COUNTY LIBRARY ROOF REPAIR**

**BAY COUNTY**  
898 W. 11th Street, Panama City, FL 32401



**DAG PROJECT No. 16066**  
**November 28, 2016**

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**DAG ARCHITECTS INC.**  
455 Harrison Avenue, Suite B, Panama City, FL 32401  
Telephone: 850.837.387-1671  
[www.dagarchitects.com](http://www.dagarchitects.com)



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## SECTION 01 10 00 - SUMMARY

## PART 1 - GENERAL

## 1.1 SUMMARY

## A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Access to site.
4. Coordination with occupants.
5. Work restrictions.
6. Specification and drawing conventions.
7. Miscellaneous provisions.

## B. Related Requirements:

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

## 1.2 PROJECT INFORMATION

## A. Project Identification: Library Roof Repair

## B. Project Number: 16066

1. Project Location: 898 W. 11<sup>th</sup> Street, Panama City, FL 32401.

## C. Owner: Bay County, Florida

1. Owner's Representative: Jason Jowers, Facilities Management Manager

D. Architect: DAG Architects Inc. Owen Gipson, AIA, 455 Harrison Ave. Suite B, Panama City, FL 32401, [ogipson@dagarchitects.com](mailto:ogipson@dagarchitects.com).

## 1.3 WORK COVERED BY CONTRACT DOCUMENTS

## A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Removal of the existing standing seam roof panels from the PVC roof membrane transition to the ridge line on the West and East elevations. Underlayment to remain in place except where the PVC membrane and the underlayment comes into contact.
2. Removal of a portion of the PVC membrane as required to accommodate new PVC membrane to be welded to existing and extend a min. of 5' up the rake / under the new standing seam metal roof panels.
3. Provide and install metal slip sheet to provide a transition between the underlayment and PVC roof membrane. Metal slip sheet to be counter flashed with underlayment. A sealant

or tape that is compatible with the PVC roof shall be used between the metal slip sheet and the PVC membrane.

4. Provide and install new standing seam metal roof panels over the assembly above.

B. Type of Contract.

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

1.4 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 work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  1. Driveways, Walkways and Entrances: Keep driveways, parking areas, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times.
    - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
    - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

1.5 COORDINATION WITH OCCUPANTS

- A. Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.
  1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
  2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

1.6 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
  1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise indicated.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
  - 1. Notify Owner not less than two days in advance of proposed utility interruptions.
  - 2. Obtain Owner's permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
  - 1. Notify Owner not less than two days in advance of proposed disruptive operations.
  - 2. Obtain Owner's permission before proceeding with disruptive operations.
- E. Controlled Substances: Use of tobacco products and other controlled substances within the existing building and on Project site is not permitted.

#### 1.7 SPECIFICATION AND DRAWING CONVENTIONS

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

## SECTION 01 25 00 - SUBSTITUTION PROCEDURES

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
  - 1. Section 001600 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

## 1.2 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

## 1.3 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Substitution Request Form: Use CSI Form 13.1A.
  - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
    - b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
    - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
    - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
    - e. Samples, where applicable or requested.
    - f. Certificates and qualification data, where applicable or requested.
    - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
    - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.

- i. Research reports evidencing compliance with building code in effect for Project.
  - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
  - k. Cost information, including a proposal of change, if any, in the Contract Sum.
  - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
  - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within **15** days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
  - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

#### 1.4 QUALITY ASSURANCE

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

### PART 2 - PRODUCTS

#### 2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied:
- a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
  - b. Requested substitution will not adversely affect Contractor's construction schedule.
  - c. Requested substitution has received necessary approvals of authorities having jurisdiction.



- d. Requested substitution is compatible with other portions of the Work.
- e. Requested substitution has been coordinated with other portions of the Work.
- f. Requested substitution provides specified warranty.
- g. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

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## SECTION 01 26 00 - CONTRACT MODIFICATION PROCEDURES

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

## 1.2 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

## 1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
  - 2. Within time specified in Proposal Request or 20 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.
    - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Work Change Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
  - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.

2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.

#### 1.4 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Changes Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

#### 1.5 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
  1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

**SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION****PART 1 - GENERAL****1.1 SUMMARY**

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. Coordination drawings.
  - 2. Requests for Information (RFIs).
  - 3. Project meetings.
- B. Related Requirements:
  - 1. Section 001730 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

**1.2 DEFINITIONS**

- A. RFI: Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

**1.3 INFORMATIONAL SUBMITTALS**

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

**1.4 GENERAL COORDINATION PROCEDURES**

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.

- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
  - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of Contractor's construction schedule.
  - 2. Preparation of the schedule of values.
  - 3. Installation and removal of temporary facilities and controls.
  - 4. Delivery and processing of submittals.
  - 5. Progress meetings.
  - 6. Preinstallation conferences.
  - 7. Project closeout activities.
  - 8. Startup and adjustment of systems.

## 1.5 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
  - 1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
    - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
    - b. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
- B. Coordination Drawing Organization: Organize coordination drawings as follows:
  - 1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to ceiling.
  - 2. Plenum Space: Indicate subframing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within ceiling plenum to accommodate layout of light fixtures indicated on Drawings.

3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
6. Review: Architect will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility.

#### 1.6 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 by other entities controlled by Contractor with no response.
  2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing 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.
- C. RFI Forms: Form with substantially the same content as indicated above, acceptable to Architect.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
  1. The following 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 Change Proposal according to Section 001260 "Contract Modification Procedures."
  - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within ten days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly with not less than 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.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within **seven** days if Contractor disagrees with response.
  1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
  2. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

## 1.7 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: Entity 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.



- B. Preconstruction Conference: Architect will 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. Attendees: Authorized representatives of Owner, 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.
  2. 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. Procedures for processing field decisions and Change Orders.
    - e. Procedures for RFIs.
    - f. Procedures for testing and inspecting.
    - g. Procedures for processing Applications for Payment.
    - h. Distribution of the Contract Documents.
    - i. Submittal procedures.
    - j. Preparation of record documents.
    - k. Use of the premises and existing building.
    - l. Work restrictions.
    - m. Working hours.
    - n. Owner's occupancy requirements.
    - o. Responsibility for temporary facilities and controls.
    - p. Procedures for moisture and mold control.
    - q. Procedures for disruptions and shutdowns.
    - r. Construction waste management and recycling.
    - s. Parking availability.
    - t. Office, work, and storage areas.
    - u. Equipment deliveries and priorities.
    - v. First aid.
    - w. Security.
    - x. Progress cleaning.
  3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
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 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. Submittals.
  - h. Sustainable design requirements.
  - i. Review of mockups.
  - j. Possible conflicts.
  - k. Compatibility problems.
  - l. Time schedules.
  - m. Weather limitations.
  - n. Manufacturer's written instructions.
  - o. Warranty requirements.
  - p. Compatibility of materials.
  - q. Acceptability of substrates.
  - r. Temporary facilities and controls.
  - s. Space and access limitations.
  - t. Regulations of authorities having jurisdiction.
  - u. Testing and inspecting requirements.
  - v. Installation procedures.
  - w. Coordination with other work.
  - x. Required performance results.
  - y. Protection of adjacent work.
  - z. 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. Progress Meetings: Conduct progress meetings at regular intervals.
- 1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 2. Agenda: Review and correct or approve minutes of previous progress 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.
  - 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.
- 3. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
  - 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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

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## SECTION 01 33 00 - SUBMITTAL PROCEDURES

### PART 1 - GENERAL

#### 1.1 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 Requirements:
  - 1. Section 001782 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
  - 2. Section 001790 "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

#### 1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action.
- 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.

#### 1.3 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 revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

#### 1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic copies of digital data files of the Contract Drawings will not be provided by Architect for Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. 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 **15** 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 **15** days for review of each resubmittal.
- D. Paper Submittals: Place a permanent label or title block on each submittal item for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
  2. Provide a space approximately **6 by 8 inches (150 by 200 mm)** on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
  3. 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.
4. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
- a. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.

5. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will discard submittals received from sources other than Contractor.
  - a. Transmittal Form for Paper Submittals: Use AIA Document G810 or CSI Form 12.1A.
  - b. Transmittal Form for Paper Submittals: Provide locations on form for the following information:
    - 1) Project name.
    - 2) Date.
    - 3) Destination (To:).
    - 4) Source (From:).
    - 5) Name and address of Architect.
    - 6) Name of Contractor.
    - 7) Name of firm or entity that prepared submittal.
    - 8) Names of subcontractor, manufacturer, and supplier.
    - 9) Category and type of submittal.
    - 10) Submittal purpose and description.
    - 11) Specification Section number and title.
    - 12) Specification paragraph number or drawing designation and generic name for each of multiple items.
    - 13) Drawing number and detail references, as appropriate.
    - 14) Indication of full or partial submittal.
    - 15) Transmittal number, numbered consecutively.
    - 16) Submittal and transmittal distribution record.
    - 17) Remarks.
    - 18) Signature of transmitter.
- E. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
  1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
  2. Name file with submittal number or other unique identifier, including revision identifier.
    - 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. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
    - 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. Names of subcontractor, manufacturer, and supplier.
  - g. Category and type of submittal.
  - h. Submittal purpose and description.
  - i. Specification Section number and title.
  - j. Specification paragraph number or drawing designation and generic name for each of multiple items.
  - k. Drawing number and detail references, as appropriate.
  - l. Location(s) where product is to be installed, as appropriate.
  - m. Related physical samples submitted directly.
  - n. Indication of full or partial submittal.
  - o. Transmittal number, numbered consecutively.
  - p. Submittal and transmittal distribution record.
  - q. Other necessary identification.
  - r. Remarks.
5. Metadata: Include the following information as keywords in the electronic submittal file metadata:
- a. Project name.
  - b. Number and title of appropriate Specification Section.
  - c. Manufacturer name.
  - d. Product name.
- F. Options: Identify options requiring selection by Architect.
- G. Deviations: Identify deviations from the Contract Documents on submittals.
- H. 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.
- I. 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.
- J. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

## PART 2 - PRODUCTS

### 2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements:



1. Submit electronic submittals as PDF electronic files directly to the Architect 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. Submit electronic submittals via email as PDF electronic files.
    - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
  3. Action Submittals: Submit three paper copies of each submittal unless otherwise indicated. Architect will return two copies.
  4. Informational Submittals: Submit two paper copies of each submittal unless otherwise indicated. Architect will not return copies.
  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.
- 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 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.
  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.
    - b. Three paper copies of Product Data unless otherwise indicated. Architect will return two copies.

- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Architect's digital data drawing files is otherwise permitted.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.
    - f. Relationship and attachment to adjoining construction clearly indicated.
    - g. Seal and signature of professional engineer if specified.
  2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm), but no larger than 30 by 42 inches (750 by 1067 mm).
  3. Submit Shop Drawings in the following format:
    - a. PDF electronic file.
    - b. Three opaque copies of each submittal. Architect will retain **two** copies; remainder will be returned.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  2. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of applicable Specification Section.
  3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
  4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
  - a. Number of Samples: Submit 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.
6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
  - a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record sample.
    - 1) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least **three** sets of paired units that show approximate limits of variations.
- E. Product Schedule: 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. Submit product schedule in the following format:
    - a. PDF electronic file.
    - b. Three paper copies of product schedule or list unless otherwise indicated. Architect will return two copies.
- F. Coordination Drawings Submittals: Comply with requirements specified in Section 013100 "Project Management and Coordination."
- G. Application for Payment and Schedule of Values: Comply with requirements specified in Section 012900 "Payment Procedures."
- H. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 014000 "Quality Requirements."
- I. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures."
- J. Maintenance Data: Comply with requirements specified in Section 017823 "Operation and Maintenance Data."

- 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 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 that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- 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.
- T. Schedule of Tests and Inspections: Comply with requirements specified in Section 014000 "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 written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

- X. 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 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 approval stamp before submitting to Architect.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Section 017700 "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 revisions required, and return it. 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.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

## SECTION 013510 - ALTERATION PROJECT PROCEDURES

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section includes special procedures for alteration work.

## 1.2 DEFINITIONS

- A. Alteration Work: This term includes remodeling, renovation, repair, and maintenance work performed within existing spaces or on existing surfaces as part of the Project.
- B. Consolidate: To strengthen loose or deteriorated materials in place.
- C. Design Reference Sample: A sample that represents the Architect's prebid selection of work to be matched; it may be existing work or work specially produced for the Project.
- D. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.
- E. Match: To blend with adjacent construction and manifest no apparent difference in material type, species, cut, form, detail, color, grain, texture, or finish; as approved by Architect.
- F. Refinish: To remove existing finishes to base material and apply new finish to match original, or as otherwise indicated.
- G. Repair: To correct damage and defects, retaining existing materials, features, and finishes. This includes patching, piecing-in, splicing, consolidating, or otherwise reinforcing or upgrading materials.
- H. Replace: To remove, duplicate, and reinstall entire item with new material. The original item is the pattern for creating duplicates unless otherwise indicated.
- I. Replicate: To reproduce in exact detail, materials, and finish unless otherwise indicated.
- J. Reproduce: To fabricate a new item, accurate in detail to the original, and from either the same or a similar material as the original, unless otherwise indicated.
- K. Retain: To keep existing items that are not to be removed or dismantled.
- L. Strip: To remove existing finish down to base material unless otherwise indicated.

### 1.3 PROJECT MEETINGS FOR ALTERATION WORK

- A. Preliminary Conference for Alteration Work: Before starting alteration work, conduct conference at Project site.
  - 1. Attendees: Representatives of Owner, Architect, and Contractor, Subcontractors, testing service representative, and product manufacturer(s) shall be represented at the meeting.
  - 2. Agenda: Discuss items of significance that could affect progress of alteration work, including review of the following:
    - a. Fire-prevention plan.
    - b. Governing regulations.
    - c. Areas where existing construction is to remain and the required protection.
    - d. Hauling routes.
    - e. Sequence of alteration work operations.
    - f. Storage, protection, and accounting for salvaged and specially fabricated items.
    - g. Existing conditions, staging, and structural loading limitations of areas where materials are stored.
  - 3. Reporting: Record conference results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from conference.
- B. Coordination Meetings: Conduct coordination meetings specifically for alteration work at agreed intervals. Coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
  - 1. Agenda: Review and correct or approve minutes of previous coordination meeting. Review other items of significance that could affect progress of alteration work. Include topics for discussion as appropriate to status of Project.
  - 2. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

### 1.4 MATERIALS OWNERSHIP

- A. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of interest or value to Owner that may be encountered or uncovered during the Work, regardless of whether they were previously documented, remain Owner's property.

### 1.5 INFORMATIONAL SUBMITTALS

- A. Alteration Work Program: Submit 30 days before work begins.
- B. Fire-Prevention Plan: Submit 30 days before work begins.



## 1.6 QUALITY ASSURANCE

- A. Title X Requirement: Each firm conducting activities that disturb painted surfaces shall be a "Lead-Safe Certified Firm" according to 40 CFR 745, Subpart E, and use only workers that are trained in lead-safe work practices.
- B. Alteration Work Program: Prepare a written plan for alteration work for whole Project, including each phase or process and protection of surrounding materials during operations. Show compliance with indicated methods and procedures specified in this and other Sections. Coordinate this whole-Project alteration work program with specific requirements of programs required in other alteration work Sections.
  - 1. Dust and Noise Control: Include locations of proposed temporary dust- and noise-control partitions and means of egress from occupied areas coordinated with continuing on-site operations and other known work in progress.
  - 2. Debris Hauling: Include plans clearly marked to show debris hauling routes, turning radii, and locations and details of temporary protective barriers.
- C. Fire-Prevention Plan: Prepare a written plan for preventing fires during the Work, including placement of fire extinguishers, fire blankets, rag buckets, and other fire-control devices during each phase or process. Coordinate plan with Owner's fire-protection equipment and requirements. Include fire-watch personnel's training, duties, and authority to enforce fire safety.
- D. Safety and Health Standard: Comply with ANSI/ASSE A10.6.

## 1.7 STORAGE AND HANDLING OF SALVAGED MATERIALS

- A. Salvaged Materials:
  - 1. Clean loose dirt and debris from salvaged items unless more extensive cleaning is indicated.
  - 2. Pack or crate items after cleaning; cushion against damage during handling. Label contents of containers.
  - 3. Store items in a secure area until delivery to Owner.
  - 4. Transport items to Owner's storage area designated by Owner.
  - 5. Protect items from damage during transport and storage.
- B. Salvaged Materials for Reinstallation:
  - 1. Repair and clean items for reuse as indicated.
  - 2. Pack or crate items after cleaning and repairing; cushion against damage during handling. Label contents of containers.
  - 3. Protect items from damage during transport and storage.
  - 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment unless otherwise indicated. Provide connections, supports, and miscellaneous materials to make items functional for use indicated.
- C. Existing Materials to Remain: Protect construction indicated to remain against damage and soiling from construction work. Where permitted by Architect, items may be dismantled and

taken to a suitable, protected storage location during construction work and reinstalled in their original locations after alteration and other construction work in the vicinity is complete.

- D. Storage: Catalog and store items within a weathertight enclosure where they are protected from moisture, weather, condensation, and freezing temperatures.
1. Identify each item for reinstallation with a nonpermanent mark to document its original location. Indicate original locations on plans, elevations, sections, or photographs by annotating the identifying marks.
  2. Secure stored materials to protect from theft.
  3. Control humidity so that it does not exceed 85 percent. Maintain temperatures 5 deg F (3 deg C) or more above the dew point.

## PART 2 - PRODUCTS - (Not Used)

## PART 3 - EXECUTION

### 3.1 PROTECTION

- A. Protect persons, motor vehicles, surrounding surfaces of building, building site, plants, and surrounding buildings from harm resulting from alteration work.
1. Use only proven protection methods, appropriate to each area and surface being protected.
  2. Provide temporary barricades, barriers, and directional signage to exclude the public from areas where alteration work is being performed.
  3. Erect temporary barriers to form and maintain fire-egress routes.
  4. Erect temporary protective covers over walkways and at points of pedestrian and vehicular entrance and exit that must remain in service during alteration work.
  5. Contain dust and debris generated by alteration work, and prevent it from reaching the public or adjacent surfaces.
  6. Provide shoring, bracing, and supports as necessary. Do not overload structural elements.
  7. Protect floors and other surfaces along hauling routes from damage, wear, and staining.
  8. Provide supplemental sound-control treatment to isolate demolition work from other areas of the building.
- B. Temporary Protection of Materials to Remain:
1. Protect existing materials with temporary protections and construction. Do not remove existing materials unless otherwise indicated.
  2. Do not attach temporary protection to existing surfaces except as indicated as part of the alteration work program.
- C. Comply with each product manufacturer's written instructions for protections and precautions. Protect against adverse effects of products and procedures on people and adjacent materials, components, and vegetation.
- D. Utility and Communications Services:

1. Notify Owner, Architect, authorities having jurisdiction, and entities owning or controlling wires, conduits, pipes, and other services affected by alteration work before commencing operations.
  2. Disconnect and cap pipes and services as required by authorities having jurisdiction, as required for alteration work.
  3. Maintain existing services unless otherwise indicated; keep in service, and protect against damage during operations. Provide temporary services during interruptions to existing utilities.
- E. Existing Drains: Prior to the start of work in an area, test drainage system to ensure that it is functioning properly. Notify Architect immediately of inadequate drainage or blockage. Do not begin work in an area until the drainage system is functioning properly.
1. Prevent solids such as adhesive or mortar residue or other debris from entering the drainage system. Clean out drains and drain lines that become sluggish or blocked by sand or other materials resulting from alteration work.
  2. Protect drains from pollutants. Block drains or filter out sediments, allowing only clean water to pass.

### 3.2 PROTECTION FROM FIRE

- A. General: Follow fire-prevention plan and the following:
1. Comply with NFPA 241 requirements unless otherwise indicated. Perform duties titled "Owner's Responsibility for Fire Protection."
  2. Remove and keep area free of combustibles, including rubbish, paper, waste, and chemicals, unless necessary for the immediate work.
    - a. If combustible material cannot be removed, provide fire blankets to cover such materials.
- B. Heat-Generating Equipment and Combustible Materials: Comply with the following procedures while performing work with heat-generating equipment or combustible materials, including welding, torch-cutting, soldering, brazing, removing paint with heat, or other operations where open flames or implements using high heat or combustible solvents and chemicals are anticipated:
1. Obtain Owner's approval for operations involving use of open-flame or welding or other high-heat equipment. Notify Owner at least 72 hours before each occurrence, indicating location of such work.
  2. As far as practicable, restrict heat-generating equipment to shop areas or outside the building.
  3. Do not perform work with heat-generating equipment in or near rooms or in areas where flammable liquids or explosive vapors are present or thought to be present. Use a combustible gas indicator test to ensure that the area is safe.
  4. Use fireproof baffles to prevent flames, sparks, hot gases, or other high-temperature material from reaching surrounding combustible material.
  5. Prevent the spread of sparks and particles of hot metal through open windows, doors, holes, and cracks in floors, walls, ceilings, roofs, and other openings.

6. Fire Watch: Before working with heat-generating equipment or combustible materials, station personnel to serve as a fire watch at each location where such work is performed. Fire-watch personnel shall have the authority to enforce fire safety. Station fire watch according to NFPA 51B, NFPA 241, and as follows:
  - a. Train each fire watch in the proper operation of fire-control equipment and alarms.
  - b. Prohibit fire-watch personnel from other work that would be a distraction from fire-watch duties.
  - c. Cease work with heat-generating equipment whenever fire-watch personnel are not present.
  - d. Have fire-watch personnel perform final fire-safety inspection each day beginning no sooner than 30 minutes after conclusion of work in each area to detect hidden or smoldering fires and to ensure that proper fire prevention is maintained.
  - e. Maintain fire-watch personnel at each area of Project site until 60 minutes after conclusion of daily work.
- C. Fire-Control Devices: Provide and maintain fire extinguishers, fire blankets, and rag buckets for disposal of rags with combustible liquids. Maintain each as suitable for the type of fire risk in each work area. Ensure that nearby personnel and the fire-watch personnel are trained in fire-extinguisher and blanket use.

### 3.3 PROTECTION DURING APPLICATION OF CHEMICALS

- A. Protect motor vehicles, surrounding surfaces of building, building site, plants, and surrounding buildings from harm or spillage resulting from applications of chemicals and adhesives.
- B. Cover adjacent surfaces with protective materials that are proven to resist chemicals selected for Project unless chemicals being used will not damage adjacent surfaces as indicated in alteration work program. Use covering materials and masking agents that are waterproof and UV resistant and that will not stain or leave residue on surfaces to which they are applied. Apply protective materials according to manufacturer's written instructions. Do not apply liquid masking agents or adhesives to painted or porous surfaces. When no longer needed, promptly remove protective materials.
- C. Do not apply chemicals during winds of sufficient force to spread them to unprotected surfaces.
- D. Neutralize alkaline and acid wastes and legally dispose of off Owner's property.
- E. Collect and dispose of runoff from chemical operations by legal means and in a manner that prevents soil contamination, soil erosion, undermining of paving and foundations, damage to landscaping, or water penetration into building interior.

### 3.4 GENERAL ALTERATION WORK

- A. Record existing work before each procedure (preconstruction), and record progress during the work.
- B. Perform surveys of Project site as the Work progresses to detect hazards resulting from alterations.

- C. Notify Architect of visible changes in the integrity of material or components whether from environmental causes including biological attack, UV degradation, freezing, or thawing or from structural defects including cracks, movement, or distortion.
  - 1. Do not proceed with the work in question until directed by Architect.

END OF SECTION 013510

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## SECTION 014000 - QUALITY REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 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. 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.
  - 2. 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.
  - 3. Specific test and inspection requirements are not specified in this Section.

#### 1.2 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. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
  - 1. Laboratory Mockups: Full-size physical assemblies constructed at testing facility to verify performance characteristics.
- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.

- E. 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.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
  - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- J. 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.

### 1.3 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.

### 1.4 INFORMATIONAL SUBMITTALS

- A. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems:
  - 1. Seismic-force-resisting system, designated seismic system, or component listed in the designated seismic system quality-assurance plan prepared by Architect.



2. Main wind-force-resisting system or a wind-resisting component listed in the wind-force-resisting system quality-assurance plan prepared by Architect.
- B. 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.

## 1.5 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
1. Date of issue.
  2. Project title and number.
  3. Name, address, and telephone number of testing agency.
  4. Dates and locations of samples and tests or inspections.
  5. Names of individuals making tests and inspections.
  6. Description of the Work and test and inspection method.
  7. Identification of product and Specification Section.
  8. Complete test or inspection data.
  9. Test and inspection results and an interpretation of test results.
  10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
  11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  12. Name and signature of laboratory inspector.
  13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Field Reports: Prepare written information documenting tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of representative making report.
  2. Statement on condition of substrates and their acceptability for installation of product.
  3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  5. Other required items indicated in individual Specification Sections.
- C. 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.

## 1.6 QUALITY ASSURANCE

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

- B. **Manufacturer Qualifications:** A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. **Fabricator Qualifications:** A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. **Installer Qualifications:** A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. **Professional Engineer Qualifications:** A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. **Specialists:** Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
  - 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. **Testing Agency Qualifications:** An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to **ASTM E 329**; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
  - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
  - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. **Manufacturer's 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. **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. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.

- d. When testing is complete, remove test specimens, assemblies, and mockups, and laboratory mockups; do not reuse products on Project.
2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
  1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect].
  2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
  3. Demonstrate the proposed range of aesthetic effects and workmanship.
  4. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
    - a. Allow seven days for initial review and each re-review of each mockup.
  5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
  6. Demolish and remove mockups when directed unless otherwise indicated.
- K. Laboratory Mockups: Comply with requirements of preconstruction testing and those specified in individual Specification Sections.

## 1.7 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 reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- 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. 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.

2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
  3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a manufacturer's representative to observe and inspect the Work. Manufacturer's representative's services include examination of substrates and conditions, verification of materials, inspection of completed portions of the Work, and submittal of written reports.
- D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. Testing Agency Responsibilities: Cooperate with 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.
- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
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.

- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

## 1.8 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Conducted by a qualified testing agency as required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Retesting and reinspecting corrected work.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
1. Date test or inspection was conducted.
  2. Description of the Work tested or inspected.
  3. Date test or inspection results were transmitted to Architect.
  4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's 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 Section 017300 "Execution."

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

END OF SECTION 014000

## SECTION 014200 - REFERENCES

## PART 1 - GENERAL

## 1.1 DEFINITIONS

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

## 1.2 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

### 1.3 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."

B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

1. AABC - Associated Air Balance Council; [www.aabc.com](http://www.aabc.com)
2. AAMA - American Architectural Manufacturers Association; [www.aamanet.org](http://www.aamanet.org).
3. AAPFCO - Association of American Plant Food Control Officials; [www.aapfco.org](http://www.aapfco.org).
4. AASHTO - American Association of State Highway and Transportation Officials; [www.transportation.org](http://www.transportation.org).
5. AATCC - American Association of Textile Chemists and Colorists; [www.aatcc.org](http://www.aatcc.org).
6. ABMA - American Bearing Manufacturers Association; [www.americanbearings.org](http://www.americanbearings.org).
7. ABMA - American Boiler Manufacturers Association; [www.abma.com](http://www.abma.com).
8. ACI - American Concrete Institute; (Formerly: ACI International); [www.abma.com](http://www.abma.com).
9. ACPA - American Concrete Pipe Association; [www.concrete-pipe.org](http://www.concrete-pipe.org).
10. AEIC - Association of Edison Illuminating Companies, Inc. (The); [www.aeic.org](http://www.aeic.org).
11. AF&PA - American Forest & Paper Association; [www.afandpa.org](http://www.afandpa.org).
12. AGA - American Gas Association; [www.aga.org](http://www.aga.org).
13. AHAM - Association of Home Appliance Manufacturers; [www.aham.org](http://www.aham.org).
14. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); [www.ahrinet.org](http://www.ahrinet.org).
15. AI - Asphalt Institute; [www.asphaltinstitute.org](http://www.asphaltinstitute.org).
16. AIA - American Institute of Architects (The); [www.aia.org](http://www.aia.org).
17. AISC - American Institute of Steel Construction; [www.aisc.org](http://www.aisc.org).
18. AISI - American Iron and Steel Institute; [www.steel.org](http://www.steel.org).
19. AITC - American Institute of Timber Construction; [www.aitc-glulam.org](http://www.aitc-glulam.org).
20. AMCA - Air Movement and Control Association International, Inc.; [www.amca.org](http://www.amca.org).
21. ANSI - American National Standards Institute; [www.ansi.org](http://www.ansi.org).
22. AOSA - Association of Official Seed Analysts, Inc.; [www.aosaseed.com](http://www.aosaseed.com).
23. APA - APA - The Engineered Wood Association; [www.apawood.org](http://www.apawood.org).
24. APA - Architectural Precast Association; [www.archprecast.org](http://www.archprecast.org).
25. API - American Petroleum Institute; [www.api.org](http://www.api.org).
26. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
27. ARI - American Refrigeration Institute; (See AHRI).
28. ARMA - Asphalt Roofing Manufacturers Association; [www.asphaltroofing.org](http://www.asphaltroofing.org).
29. ASCE - American Society of Civil Engineers; [www.asce.org](http://www.asce.org).
30. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
31. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; [www.ashrae.org](http://www.ashrae.org).
32. ASME - ASME International; (American Society of Mechanical Engineers); [www.asme.org](http://www.asme.org).
33. ASSE - American Society of Safety Engineers (The); [www.asse.org](http://www.asse.org).



34. ASSE - American Society of Sanitary Engineering; [www.asse-plumbing.org](http://www.asse-plumbing.org).
35. ASTM - ASTM International; [www.astm.org](http://www.astm.org).
36. ATIS - Alliance for Telecommunications Industry Solutions; [www.atis.org](http://www.atis.org).
37. AWEA - American Wind Energy Association; [www.awea.org](http://www.awea.org).
38. AWI - Architectural Woodwork Institute; [www.awinet.org](http://www.awinet.org).
39. AWMAC - Architectural Woodwork Manufacturers Association of Canada; [www.awmac.com](http://www.awmac.com).
40. AWWPA - American Wood Protection Association; [www.awpa.com](http://www.awpa.com).
41. AWS - American Welding Society; [www.aws.org](http://www.aws.org).
42. AWWA - American Water Works Association; [www.awwa.org](http://www.awwa.org).
43. BHMA - Builders Hardware Manufacturers Association; [www.buildershardware.com](http://www.buildershardware.com).
44. BIA - Brick Industry Association (The); [www.gobrick.com](http://www.gobrick.com).
45. BICSI - BICSI, Inc.; [www.bicsi.org](http://www.bicsi.org).
46. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); [www.bifma.org](http://www.bifma.org).
47. BISSC - Baking Industry Sanitation Standards Committee; [www.bissc.org](http://www.bissc.org).
48. BWF - Badminton World Federation; (Formerly: International Badminton Federation); [www.bissc.org](http://www.bissc.org).
49. CDA - Copper Development Association; [www.copper.org](http://www.copper.org).
50. CEA - Canadian Electricity Association; [www.electricity.ca](http://www.electricity.ca).
51. CEA - Consumer Electronics Association; [www.ce.org](http://www.ce.org).
52. CFFA - Chemical Fabrics and Film Association, Inc.; [www.chemicalfabricsandfilm.com](http://www.chemicalfabricsandfilm.com).
53. CFSEI - Cold-Formed Steel Engineers Institute; [www.cfsei.org](http://www.cfsei.org).
54. CGA - Compressed Gas Association; [www.cganet.com](http://www.cganet.com).
55. CIMA - Cellulose Insulation Manufacturers Association; [www.cellulose.org](http://www.cellulose.org).
56. CISCA - Ceilings & Interior Systems Construction Association; [www.cisca.org](http://www.cisca.org).
57. CISPI - Cast Iron Soil Pipe Institute; [www.cispi.org](http://www.cispi.org).
58. CLFMI - Chain Link Fence Manufacturers Institute; [www.chainlinkinfo.org](http://www.chainlinkinfo.org).
59. CPA - Composite Panel Association; [www.pbmdf.com](http://www.pbmdf.com).
60. CRI - Carpet and Rug Institute (The); [www.carpet-rug.org](http://www.carpet-rug.org).
61. CRRC - Cool Roof Rating Council; [www.coolroofs.org](http://www.coolroofs.org).
62. CRSI - Concrete Reinforcing Steel Institute; [www.crsi.org](http://www.crsi.org).
63. CSA - Canadian Standards Association; [www.csa.ca](http://www.csa.ca).
64. CSA - CSA International; (Formerly: IAS - International Approval Services); [www.csa-international.org](http://www.csa-international.org).
65. CSI - Construction Specifications Institute (The); [www.csinet.org](http://www.csinet.org).
66. CSSB - Cedar Shake & Shingle Bureau; [www.cedarbureau.org](http://www.cedarbureau.org).
67. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); [www.cti.org](http://www.cti.org).
68. CWC - Composite Wood Council; (See CPA).
69. DASMA - Door and Access Systems Manufacturers Association; [www.dasma.com](http://www.dasma.com).
70. DHI - Door and Hardware Institute; [www.dhi.org](http://www.dhi.org).
71. ECA - Electronic Components Association; (See ECIA).
72. ECAMA - Electronic Components Assemblies & Materials Association; (See ECIA).
73. ECIA - Electronic Components Industry Association; [www.eciaonline.org](http://www.eciaonline.org).
74. EIA - Electronic Industries Alliance; (See TIA).
75. EIMA - EIFS Industry Members Association; [www.eima.com](http://www.eima.com).
76. EJMA - Expansion Joint Manufacturers Association, Inc.; [www.ejma.org](http://www.ejma.org).
77. ESD - ESD Association; (Electrostatic Discharge Association); [www.esda.org](http://www.esda.org).
78. ESTA - Entertainment Services and Technology Association; (See PLASA).
79. EVO - Efficiency Valuation Organization; [www.evo-world.org](http://www.evo-world.org).
80. FCI - Fluid Controls Institute; [www.fluidcontrolsinstitute.org](http://www.fluidcontrolsinstitute.org).

81. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); [www.fiba.com](http://www.fiba.com).
82. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); [www.fivb.org](http://www.fivb.org).
83. FM Approvals - FM Approvals LLC; [www.fmglobal.com](http://www.fmglobal.com).
84. FM Global - FM Global; (Formerly: FMG - FM Global); [www.fmglobal.com](http://www.fmglobal.com).
85. FRSA - Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.; [www.floridarooft.com](http://www.floridarooft.com).
86. FSA - Fluid Sealing Association; [www.fluidsealing.com](http://www.fluidsealing.com).
87. FSC - Forest Stewardship Council U.S.; [www.fscus.org](http://www.fscus.org).
88. GA - Gypsum Association; [www.gypsum.org](http://www.gypsum.org).
89. GANA - Glass Association of North America; [www.glasswebsite.com](http://www.glasswebsite.com).
90. GS - Green Seal; [www.greenseal.org](http://www.greenseal.org).
91. HI - Hydraulic Institute; [www.pumps.org](http://www.pumps.org).
92. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
93. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
94. HPVA - Hardwood Plywood & Veneer Association; [www.hpva.org](http://www.hpva.org).
95. HPW - H. P. White Laboratory, Inc.; [www.hpwhite.com](http://www.hpwhite.com).
96. IAPSC - International Association of Professional Security Consultants; [www.iapsc.org](http://www.iapsc.org).
97. IAS - International Accreditation Service; [www.iasonline.org](http://www.iasonline.org).
98. IAS - International Approval Services; (See CSA).
99. ICBO - International Conference of Building Officials; (See ICC).
100. ICC - International Code Council; [www.iccsafe.org](http://www.iccsafe.org).
101. ICEA - Insulated Cable Engineers Association, Inc.; [www.icea.net](http://www.icea.net).
102. ICPA - International Cast Polymer Alliance; [www.icpa-hq.org](http://www.icpa-hq.org).
103. ICRI - International Concrete Repair Institute, Inc.; [www.icri.org](http://www.icri.org).
104. IEC - International Electrotechnical Commission; [www.iec.ch](http://www.iec.ch).
105. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); [www.ieee.org](http://www.ieee.org).
106. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); [www.ies.org](http://www.ies.org).
107. IESNA - Illuminating Engineering Society of North America; (See IES).
108. IEST - Institute of Environmental Sciences and Technology; [www.iest.org](http://www.iest.org).
109. IGMA - Insulating Glass Manufacturers Alliance; [www.igmaonline.org](http://www.igmaonline.org).
110. IGSHA - International Ground Source Heat Pump Association; [www.igsha.okstate.edu](http://www.igsha.okstate.edu).
111. ILI - Indiana Limestone Institute of America, Inc.; [www.iliai.com](http://www.iliai.com).
112. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); [www.intertek.com](http://www.intertek.com).
113. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); [www.isa.org](http://www.isa.org).
114. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
115. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); [www.isfanow.org](http://www.isfanow.org).
116. ISO - International Organization for Standardization; [www.iso.org](http://www.iso.org).
117. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
118. ITU - International Telecommunication Union; [www.itu.int/home](http://www.itu.int/home).
119. KCMA - Kitchen Cabinet Manufacturers Association; [www.kcma.org](http://www.kcma.org).
120. LMA - Laminating Materials Association; (See CPA).
121. LPI - Lightning Protection Institute; [www.lightning.org](http://www.lightning.org).
122. MBMA - Metal Building Manufacturers Association; [www.mbma.com](http://www.mbma.com).
123. MCA - Metal Construction Association; [www.metalconstruction.org](http://www.metalconstruction.org).

124. MFMA - Maple Flooring Manufacturers Association, Inc.; [www.maplefloor.org](http://www.maplefloor.org).
125. MFMA - Metal Framing Manufacturers Association, Inc.; [www.metalframingmfg.org](http://www.metalframingmfg.org).
126. MHIA - Material Handling Industry of America; [www.mhia.org](http://www.mhia.org).
127. MIA - Marble Institute of America; [www.marble-institute.com](http://www.marble-institute.com).
128. MMPA - Moulding & Millwork Producers Association; [www.wmmpa.com](http://www.wmmpa.com).
129. MPI - Master Painters Institute; [www.paintinfo.com](http://www.paintinfo.com).
130. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; [www.mss-hq.org](http://www.mss-hq.org).
131. NAAMM - National Association of Architectural Metal Manufacturers; [www.naamm.org](http://www.naamm.org).
132. NACE - NACE International; (National Association of Corrosion Engineers International); [www.nace.org](http://www.nace.org).
133. NADCA - National Air Duct Cleaners Association; [www.nadca.com](http://www.nadca.com).
134. NAIMA - North American Insulation Manufacturers Association; [www.naima.org](http://www.naima.org).
135. NBGQA - National Building Granite Quarries Association, Inc.; [www.nbgqa.com](http://www.nbgqa.com).
136. NBI - New Buildings Institute; [www.newbuildings.org](http://www.newbuildings.org).
137. NCAA - National Collegiate Athletic Association (The); [www.ncaa.org](http://www.ncaa.org).
138. NCMA - National Concrete Masonry Association; [www.ncma.org](http://www.ncma.org).
139. NEBB - National Environmental Balancing Bureau; [www.nebb.org](http://www.nebb.org).
140. NECA - National Electrical Contractors Association; [www.necanet.org](http://www.necanet.org).
141. NeLMA - Northeastern Lumber Manufacturers Association; [www.nelma.org](http://www.nelma.org).
142. NEMA - National Electrical Manufacturers Association; [www.nema.org](http://www.nema.org).
143. NETA - InterNational Electrical Testing Association; [www.netaworld.org](http://www.netaworld.org).
144. NFHS - National Federation of State High School Associations; [www.nfhs.org](http://www.nfhs.org).
145. NFPA - National Fire Protection Association; [www.nfpa.org](http://www.nfpa.org).
146. NFPA - NFPA International; (See NFPA).
147. NFRC - National Fenestration Rating Council; [www.nfrc.org](http://www.nfrc.org).
148. NHLA - National Hardwood Lumber Association; [www.nhla.com](http://www.nhla.com).
149. NLGA - National Lumber Grades Authority; [www.nlga.org](http://www.nlga.org).
150. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
151. NOMMA - National Ornamental & Miscellaneous Metals Association; [www.nomma.org](http://www.nomma.org).
152. NRCA - National Roofing Contractors Association; [www.nrca.net](http://www.nrca.net).
153. NRMCA - National Ready Mixed Concrete Association; [www.nrmca.org](http://www.nrmca.org).
154. NSF - NSF International; [www.nsf.org](http://www.nsf.org).
155. NSPE - National Society of Professional Engineers; [www.nspe.org](http://www.nspe.org).
156. NSSGA - National Stone, Sand & Gravel Association; [www.nssga.org](http://www.nssga.org).
157. NTMA - National Terrazzo & Mosaic Association, Inc. (The); [www.ntma.com](http://www.ntma.com).
158. NWFA - National Wood Flooring Association; [www.nwfa.org](http://www.nwfa.org).
159. PCI - Precast/Prestressed Concrete Institute; [www.pci.org](http://www.pci.org).
160. PDI - Plumbing & Drainage Institute; [www.pdionline.org](http://www.pdionline.org).
161. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); [www.plasa.org](http://www.plasa.org).
162. RCSC - Research Council on Structural Connections; [www.boltcouncil.org](http://www.boltcouncil.org).
163. RFCI - Resilient Floor Covering Institute; [www.rfci.com](http://www.rfci.com).
164. RIS - Redwood Inspection Service; [www.redwoodinspection.com](http://www.redwoodinspection.com).
165. SAE - SAE International; [www.sae.org](http://www.sae.org).
166. SCTE - Society of Cable Telecommunications Engineers; [www.scte.org](http://www.scte.org).
167. SDI - Steel Deck Institute; [www.sdi.org](http://www.sdi.org).
168. SDI - Steel Door Institute; [www.steeldoor.org](http://www.steeldoor.org).
169. SEFA - Scientific Equipment and Furniture Association (The); [www.sefalabs.com](http://www.sefalabs.com).

170. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
  171. SIA - Security Industry Association; [www.siaonline.org](http://www.siaonline.org).
  172. SJI - Steel Joist Institute; [www.steeljoist.org](http://www.steeljoist.org).
  173. SMA - Screen Manufacturers Association; [www.smainfo.org](http://www.smainfo.org).
  174. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; [www.smacna.org](http://www.smacna.org).
  175. SMPTE - Society of Motion Picture and Television Engineers; [www.smpte.org](http://www.smpte.org).
  176. SPFA - Spray Polyurethane Foam Alliance; [www.sprayfoam.org](http://www.sprayfoam.org).
  177. SPIB - Southern Pine Inspection Bureau; [www.spib.org](http://www.spib.org).
  178. SPRI - Single Ply Roofing Industry; [www.spri.org](http://www.spri.org).
  179. SRCC - Solar Rating & Certification Corporation; [www.solar-rating.org](http://www.solar-rating.org).
  180. SSINA - Specialty Steel Industry of North America; [www.ssina.com](http://www.ssina.com).
  181. SSPC - SSPC: The Society for Protective Coatings; [www.sspc.org](http://www.sspc.org).
  182. STI - Steel Tank Institute; [www.steeltank.com](http://www.steeltank.com).
  183. SWI - Steel Window Institute; [www.steelwindows.com](http://www.steelwindows.com).
  184. SWPA - Submersible Wastewater Pump Association; [www.swpa.org](http://www.swpa.org).
  185. TCA - Tilt-Up Concrete Association; [www.tilt-up.org](http://www.tilt-up.org).
  186. TCNA - Tile Council of North America, Inc.; [www.tileusa.com](http://www.tileusa.com).
  187. TEMA - Tubular Exchanger Manufacturers Association, Inc.; [www.tema.org](http://www.tema.org).
  188. TIA - Telecommunications Industry Association (The); (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); [www.tiaonline.org](http://www.tiaonline.org).
  189. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
  190. TMS - The Masonry Society; [www.masonrysociety.org](http://www.masonrysociety.org).
  191. TPI - Truss Plate Institute; [www.tpinst.org](http://www.tpinst.org).
  192. TPI - Turfgrass Producers International; [www.turfgrasssod.org](http://www.turfgrasssod.org).
  193. TRI - Tile Roofing Institute; [www.tilerroofing.org](http://www.tilerroofing.org).
  194. UL - Underwriters Laboratories Inc.; [www.ul.com](http://www.ul.com).
  195. UNI - Uni-Bell PVC Pipe Association; [www.uni-bell.org](http://www.uni-bell.org).
  196. USAV - USA Volleyball; [www.usavolleyball.org](http://www.usavolleyball.org).
  197. USGBC - U.S. Green Building Council; [www.usgbc.org](http://www.usgbc.org).
  198. USITT - United States Institute for Theatre Technology, Inc.; [www.usitt.org](http://www.usitt.org).
  199. WASTEC - Waste Equipment Technology Association; [www.wastec.org](http://www.wastec.org).
  200. WCLIB - West Coast Lumber Inspection Bureau; [www.wclib.org](http://www.wclib.org).
  201. WCMA - Window Covering Manufacturers Association; [www.wcmanet.org](http://www.wcmanet.org).
  202. WDMA - Window & Door Manufacturers Association; [www.wdma.com](http://www.wdma.com).
  203. WI - Woodwork Institute; [www.wicnet.org](http://www.wicnet.org).
  204. WSRCA - Western States Roofing Contractors Association; [www.wsrca.com](http://www.wsrca.com).
  205. WWPA - Western Wood Products Association; [www.wwpa.org](http://www.wwpa.org).
- C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.
1. DIN - Deutsches Institut fur Normung e.V.; [www.din.de](http://www.din.de).
  2. IAPMO - International Association of Plumbing and Mechanical Officials; [www.iapmo.org](http://www.iapmo.org).
  3. ICC - International Code Council; [www.iccsafe.org](http://www.iccsafe.org).
  4. ICC-ES - ICC Evaluation Service, LLC; [www.icc-es.org](http://www.icc-es.org).

- D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.
1. COE - Army Corps of Engineers; [www.usace.army.mil](http://www.usace.army.mil).
  2. CPSC - Consumer Product Safety Commission; [www.cpsc.gov](http://www.cpsc.gov).
  3. DOC - Department of Commerce; National Institute of Standards and Technology; [www.nist.gov](http://www.nist.gov).
  4. DOD - Department of Defense; [www.quicksearch.dla.mil](http://www.quicksearch.dla.mil).
  5. DOE - Department of Energy; [www.energy.gov](http://www.energy.gov).
  6. EPA - Environmental Protection Agency; [www.epa.gov](http://www.epa.gov).
  7. FAA - Federal Aviation Administration; [www.faa.gov](http://www.faa.gov).
  8. FG - Federal Government Publications; [www.gpo.gov/fdsys](http://www.gpo.gov/fdsys).
  9. GSA - General Services Administration; [www.gsa.gov](http://www.gsa.gov).
  10. HUD - Department of Housing and Urban Development; [www.hud.gov](http://www.hud.gov).
  11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; [www.eetd.lbl.gov](http://www.eetd.lbl.gov).
  12. OSHA - Occupational Safety & Health Administration; [www.osha.gov](http://www.osha.gov).
  13. SD - Department of State; [www.state.gov](http://www.state.gov).
  14. TRB - Transportation Research Board; National Cooperative Highway Research Program; The National Academies; [www.trb.org](http://www.trb.org).
  15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; [www.ars.usda.gov](http://www.ars.usda.gov).
  16. USDA - Department of Agriculture; Rural Utilities Service; [www.usda.gov](http://www.usda.gov).
  17. USDJ - Department of Justice; Office of Justice Programs; National Institute of Justice; [www.ojp.usdoj.gov](http://www.ojp.usdoj.gov).
  18. USP - U.S. Pharmacopeial Convention; [www.usp.org](http://www.usp.org).
  19. USPS - United States Postal Service; [www.usps.com](http://www.usps.com).
- E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list.
1. CFR - Code of Federal Regulations; Available from Government Printing Office; [www.gpo.gov/fdsys](http://www.gpo.gov/fdsys).
  2. DOD - Department of Defense; Military Specifications and Standards; Available from DLA Document Services; [www.quicksearch.dla.mil](http://www.quicksearch.dla.mil).
  3. DSCC - Defense Supply Center Columbus; (See FS).
  4. FED-STD - Federal Standard; (See FS).
  5. FS - Federal Specification; Available from DLA Document Services; [www.quicksearch.dla.mil](http://www.quicksearch.dla.mil).
    - a. Available from Defense Standardization Program; [www.dsp.dla.mil](http://www.dsp.dla.mil).
    - b. Available from General Services Administration; [www.gsa.gov](http://www.gsa.gov).
    - c. Available from National Institute of Building Sciences/Whole Building Design Guide; [www.wbdg.org/ccb](http://www.wbdg.org/ccb).
  6. MILSPEC - Military Specification and Standards; (See DOD).
  7. USAB - United States Access Board; [www.access-board.gov](http://www.access-board.gov).
  8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).

F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

1. CBHF; State of California; Department of Consumer Affairs; Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation; [www.bearhfti.ca.gov](http://www.bearhfti.ca.gov).
2. CCR; California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; [www.calregs.com](http://www.calregs.com).
3. CDHS; California Department of Health Services; (See CDPH).
4. CDPH; California Department of Public Health; Indoor Air Quality Program; [www.cal-iaq.org](http://www.cal-iaq.org).
5. CPUC; California Public Utilities Commission; [www.cpuc.ca.gov](http://www.cpuc.ca.gov).
6. SCAQMD; South Coast Air Quality Management District; [www.aqmd.gov](http://www.aqmd.gov).
7. TFS; Texas A&M Forest Service; Sustainable Forestry and Economic Development; [www.txforests-service.tamu.edu](http://www.txforests-service.tamu.edu).

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

## SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
  - 1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

## 1.2 USE CHARGES

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

## 1.3 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. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire prevention program.

## 1.4 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 ICC/ANSI A117.1.

## 1.5 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. Chain-Link Fencing: Minimum **2-inch (50-mm)**, **0.148-inch- (3.8-mm-)** thick, galvanized-steel, chain-link fabric fencing; minimum **6 feet (1.8 m)** high with galvanized-steel pipe posts; minimum **2-3/8-inch- (60-mm-)** OD line posts and **2-7/8-inch- (73-mm-)** OD corner and pull posts, **with 1-5/8-inch- (42-mm-) OD top rails**.
- B. Portable Chain-Link Fencing: Minimum **2-inch (50-mm)**, **0.148-inch- (3.8-mm-)** thick, galvanized-steel, chain-link fabric fencing; minimum **6 feet (1.8 m)** high with galvanized-steel pipe posts; minimum **2-3/8-inch- (60-mm-)** OD line posts and **2-7/8-inch- (73-mm-)** OD corner and pull posts, with **1-5/8-inch- (42-mm-) OD top and bottom rails**. Provide **galvanized-steel** bases for supporting posts.

### 2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Architect, and construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly.
- C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

### 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 qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.
  - 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 Section 017700 "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 Section 011000 "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 or connect to existing 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.
- C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.
- D. Water Service: Connect to Owner's existing 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.
- E. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- F. 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.

- G. 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.
- H. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.
- I. 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.
- J. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel.
  - 1. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.

### 3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
  - 1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet (9 m) 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.
- C. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- D. 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.
- E. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."
- F. 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. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. 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.
- C. Temporary Erosion and Sedimentation Control: Comply with requirements of 2003 EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent and requirements specified in Section 311000 "Site Clearing."
- D. 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.
- E. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- F. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.
- G. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
  1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
  2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Furnish one set of keys to Owner.
- H. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.

- I. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- J. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- K. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
  - 1. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.
- L. Temporary Partitions:
  - 1. Construct dustproof partitions with gypsum wallboard with joints taped on occupied side, and fire-retardant-treated plywood on construction operations side.
  - 2. Where fire-resistance-rated temporary partitions are indicated or are required by authorities having jurisdiction, construct partitions according to the rated assemblies.
  - 3. Seal joints and perimeter. Equip partitions with gasketed dustproof doors and security locks where openings are required.
  - 4. Protect air-handling equipment.
  - 5. Provide walk-off mats at each entrance through temporary partition.
- M. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire prevention program.
  - 1. Prohibit smoking in construction areas.
  - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
  - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

### 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. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect materials from water damage and keep porous and organic materials from coming into prolonged contact with concrete.
- C. 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 and wet material.
4. Discard, replace, or clean stored or installed material that begins to grow mold.
5. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.

D. Controlled Construction Phase of Construction: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:

1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
2. Remove materials that cannot be completely restored to their manufactured moisture level within **48** hours.

### 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. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

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## SECTION 016000 - PRODUCT REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
  - 1. Section 001250 "Substitution Procedures" for requests for substitutions.

#### 1.2 DEFINITIONS

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

#### 1.3 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable

product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

- a. Form of Approval: As specified in Section 013300 "Submittal Procedures."
- b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures." Show compliance with requirements.

#### 1.4 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

#### 1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

- B. Delivery and Handling:

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

- C. Storage:

- 1. Store products to allow for inspection and measurement of quantity or counting of units.
- 2. Store materials in a manner that will not endanger Project structure.
- 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
- 4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
- 5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
- 6. Protect stored products from damage and liquids from freezing.



## 1.6 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
  - 1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
  - 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
  - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  - 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
  - 3. Refer to other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

## PART 2 - PRODUCTS

### 2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
  - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  - 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
  - 4. Where products are accompanied by the term "as selected," Architect will make selection.
  - 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
- B. Product Selection Procedures:
  - 1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.

2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  3. Products:
    - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered unless otherwise indicated.
    - b. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.
  4. Manufacturers:
    - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered unless otherwise indicated.
    - b. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.
  5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
- C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

## 2.2 COMPARABLE PRODUCTS

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

## PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

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## SECTION 017300 - EXECUTION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Construction layout.
  - 2. Field engineering and surveying.
  - 3. Installation of the Work.
  - 4. Cutting and patching.
  - 5. Coordination of Owner-installed products.
  - 6. Progress cleaning.
  - 7. Starting and adjusting.
  - 8. Protection of installed construction.
- B. Related Requirements:
  - 1. Section 011000 "Summary" for limits on use of Project site.
  - 2. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

#### 1.2 INFORMATIONAL SUBMITTALS

- A. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.
- B. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.
- C. Certified Surveys: Submit two copies signed by land surveyor.

#### 1.3 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.
- B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
  - 1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural element during cutting and patching. Do not cut and

patch structural elements in a manner that could change their load-carrying capacity or increase deflection

2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

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

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
  1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
  2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
  - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

### 3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
  - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
  - 2. Establish limits on use of Project site.
  - 3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.

4. Inform installers of lines and levels to which they must comply.
  5. Check the location, level and plumb, of every major element as the Work progresses.
  6. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
  7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

### 3.4 FIELD ENGINEERING

- A. 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.
- 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.
- 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.
- D. Final Property Survey: Engage a land surveyor to prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.
1. Recording: At Substantial Completion, have the final property survey recorded by or with authorities having jurisdiction as the official "property survey."

### 3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.



1. Make vertical work plumb and make horizontal work level.
  2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
  2. Allow for building movement, including thermal expansion and contraction.
  3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

### 3.6 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

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. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Adjacent Occupied Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.
- G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
  5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
  6. Proceed with patching after construction operations requiring cutting are complete.
- H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
  1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
  2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
  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.

4. Ceilings: Patch, repair, or rehang 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 and ensures thermal and moisture integrity of building enclosure.

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

### 3.7 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. 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 waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
  3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
  1. Remove liquid spills promptly.
  2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.
- 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.

### 3.8 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- 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: Comply with qualification requirements in Section 014000 "Quality Requirements"

### 3.9 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.

END OF SECTION 017300

## SECTION 017410 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
  - 1. Salvaging nonhazardous demolition and construction waste.
  - 2. Disposing of nonhazardous demolition and construction waste.
- B. Related Requirements:
  - 1. Section 002411 "Selective Demolition" for disposition of waste resulting from partial demolition of buildings, structures, and site improvements, and for disposition of hazardous waste.

## 1.2 DEFINITIONS

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

## 1.3 ACTION SUBMITTALS

- A. Waste Management Plan: Submit plan within 7 days of date established for commencement of the Work.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

## 3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
- B. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
  - 2. Comply with Section 015000 "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

## 3.2 SALVAGING DEMOLITION WASTE

- A. Salvaged Items for Reuse in the Work:
  - 1. Clean salvaged items.
  - 2. Pack or crate items after cleaning. Identify contents of containers.
  - 3. Store items in a secure area until installation.
  - 4. Protect items from damage during transport and storage.
  - 5. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.
- B. Salvaged Items for Owner's Use:
  - 1. Clean salvaged items.
  - 2. Pack or crate items after cleaning. Identify contents of containers.
  - 3. Store items in a secure area until delivery to Owner.
  - 4. Transport items to Owner's storage area **[on-site] [off-site] [designated by Owner]**.
  - 5. Protect items from damage during transport and storage.

## 3.3 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
  - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.

2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Remove waste materials from Owner's property and legally dispose of them.

END OF SECTION 017410

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## SECTION 017700 - CLOSEOUT PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final completion procedures.
  - 3. Warranties.
  - 4. Final cleaning.
  - 5. Repair of the Work.
- B. Related Requirements:
  - 1. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.
  - 2. Section 017900 "Demonstration and Training" for requirements for instructing Owner's personnel.

#### 1.2 ACTION SUBMITTALS

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

#### 1.3 CLOSEOUT SUBMITTALS

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

#### 1.4 MAINTENANCE MATERIAL SUBMITTALS

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

## 1.5 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
  - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number where applicable.
    - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's signature for receipt of submittals.
  - 5. Submit test/adjust/balance records.
  - 6. Submit sustainable design submittals not previously submitted.
  - 7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of **10** days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Advise Owner of pending insurance changeover requirements.
  - 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
  - 3. Complete startup and testing of systems and equipment.
  - 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
  - 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 "Demonstration and Training."
  - 6. Advise Owner of changeover in heat and other utilities.
  - 7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
  - 8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.

9. Complete final cleaning requirements, including touchup painting.
  10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  2. Results of completed inspection will form the basis of requirements for final completion.

#### 1.6 FINAL COMPLETION PROCEDURES

- A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
  2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  4. Submit pest-control final inspection report and warranty.
  5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings.
- B. Inspection: Submit a written request for final inspection to determine 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. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

#### 1.7 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use CSI Form 14.1A.

1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from the main entry to all interior spaces.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Submit list of incomplete items in the following format:
  - a. PDF electronic file. Architect will return annotated copy.

#### 1.8 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. 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, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive **8-1/2-by-11-inch (215-by-280-mm)** paper.
  2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
  4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- C. 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: Perform 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 designated 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; clean according to manufacturer's recommendations 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. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
    - l. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
    - m. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
    - n. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
    - o. Leave Project clean and ready for occupancy.
- C. Pest Control: Comply with pest control requirements in Section 015000 "Temporary Facilities and Controls." Prepare written report.

### 3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly

adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
  - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 017700

## SECTION 01 78 20 - OPERATION AND MAINTENANCE DATA

## PART 1 - GENERAL

## 1.1 SUMMARY

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

## 1.2 CLOSEOUT SUBMITTALS

- A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
  - 1. Architect will comment on whether content of operations and maintenance submittals are acceptable.
  - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operations and maintenance manuals in the following format:
  - 1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Architect.
    - a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
    - b. Enable inserted reviewer comments on draft submittals.
  - 2. Three paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Architect will return two copies.
- C. Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect will return copy with comments.
  - 1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's comments and prior to commencing demonstration and training.

## PART 2 - PRODUCTS

### 2.1 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information.
- B. 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.
- C. Title Page: Include the following information:
  - 1. Subject matter included in manual.
  - 2. Name and address of Project.
  - 3. Name and address of Owner.
  - 4. Date of submittal.
  - 5. Name and contact information for Contractor.
  - 6. Name and contact information for Architect.
  - 7. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
  - 8. Cross-reference to related systems in other operation and maintenance manuals.
- D. 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.
- E. 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.
- F. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
  - 1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
  - 2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.



G. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.

1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
  - a. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.
2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
4. 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.

## 2.2 EMERGENCY MANUALS

A. Content: Organize manual into a separate section for each of the following:

1. Type of emergency.
2. Emergency instructions.
3. Emergency procedures.

B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:

1. Fire.
2. Flood.
3. Gas leak.
4. Water leak.
5. Power failure.
6. Water outage.
7. System, subsystem, or equipment failure.
8. Chemical release or spill.

C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

D. Emergency Procedures: Include the following, as applicable:

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

2.3 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. Use designations for systems and equipment indicated on Contract Documents.
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. Use designations for products indicated on Contract Documents.
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 MANUALS

- 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.

## 2.5 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- 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 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 video recording, 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.
- 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.

### PART 3 - EXECUTION

#### 3.1 MANUAL PREPARATION

- A. **Emergency Manual:** Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- B. **Product Maintenance Manual:** Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

- C. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
- D. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
- E. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
  - 1. Do not use original project record documents as part of operation and maintenance manuals.
- F. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017820

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## SECTION 01 79 00 - DEMONSTRATION AND TRAINING

## PART 1 - GENERAL

## 1.1 SUMMARY

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

## 1.2 INFORMATIONAL SUBMITTALS

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

## 1.3 CLOSEOUT SUBMITTALS

- A. Demonstration and Training Video Recordings: Submit two copies within seven days of end of each training module.
  - 1. At completion of training, submit complete training manual(s) for Owner's use prepared and bound in format matching operation and maintenance manuals and in PDF electronic file format on compact disc.

## 1.4 QUALITY ASSURANCE

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.
- B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 014000 "Quality Requirements," experienced in operation and maintenance procedures and training.

- C. Preinstruction Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to demonstration and training.

## 1.5 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.
- B. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

## PART 2 - PRODUCTS

### 2.1 INSTRUCTION PROGRAM

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



- a. Instructions on meaning of warnings, trouble indications, and error messages.
  - b. Instructions on stopping.
  - c. Shutdown instructions for each type of emergency.
  - d. Operating instructions for conditions outside of normal operating limits.
  - e. Sequences for electric or electronic systems.
  - f. Special operating instructions and procedures.
4. Operations: Include the following, as applicable:
  - a. Startup procedures.
  - b. Equipment or system break-in procedures.
  - c. Routine and normal operating instructions.
  - d. Regulation and control procedures.
  - e. Control sequences.
  - f. Safety procedures.
  - g. Instructions on stopping.
  - h. Normal shutdown instructions.
  - i. Operating procedures for emergencies.
  - j. Operating procedures for system, subsystem, or equipment failure.
  - k. Seasonal and weekend operating instructions.
  - l. Required sequences for electric or electronic systems.
  - m. Special operating instructions and procedures.
5. Adjustments: Include the following:
  - a. Alignments.
  - b. Checking adjustments.
  - c. Noise and vibration adjustments.
  - d. Economy and efficiency adjustments.
6. Troubleshooting: Include the following:
  - a. Diagnostic instructions.
  - b. Test and inspection procedures.
7. Maintenance: Include the following:
  - a. Inspection procedures.
  - b. Types of cleaning agents to be used and methods of cleaning.
  - c. List of cleaning agents and methods of cleaning detrimental to product.
  - d. Procedures for routine cleaning
  - e. Procedures for preventive maintenance.
  - f. Procedures for routine maintenance.
  - g. Instruction on use of special tools.
8. Repairs: Include the following:
  - a. Diagnosis instructions.
  - b. Repair instructions.
  - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.

- d. Instructions for identifying parts and components.
- e. Review of spare parts needed for operation and maintenance.

### PART 3 - EXECUTION

#### 3.1 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 017823 "Operation and Maintenance Data."

#### 3.2 INSTRUCTION

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

#### 3.3 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

- A. General: Engage a qualified commercial videographer to record demonstration and training video recordings. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
  - 1. At beginning of each training module, record each chart containing learning objective and lesson outline.
- B. Video Recording Format: Provide high-quality color video recordings with menu navigation in format acceptable to Architect.

- C. Narration: Describe scenes on video recording by audio narration by microphone while video recording is recorded. Include description of items being viewed.
- D. Preproduced Video Recordings: Provide video recordings used as a component of training modules in same format as recordings of live training.

END OF SECTION 017900

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## SECTION 070150.19 - PREPARATION FOR REROOFING

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section Includes:
  - 1. Partial tear-off of roof areas indicated on Drawings.
  - 2. Re-cover preparation of roof areas indicated on Drawings.
  - 3. Removal of flashings and counterflashings.

## 1.2 PREINSTALLATION MEETINGS

- A. Preliminary Roofing Conference: Before starting removal Work, conduct conference at Project site.

## 1.3 INFORMATIONAL SUBMITTALS

- A. Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including exterior and interior finish surfaces, that might be misconstrued as having been damaged by reroofing operations.
  - 1. Submit before Work begins.

## 1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Approved by warrantor of existing roofing system to work on existing roofing.

## 1.5 FIELD CONDITIONS

- A. Existing Roofing System: PVC and Standing Seam Metal roofing.
- B. Owner will occupy portions of building immediately below reroofing area.
  - 1. Conduct reroofing so Owner's operations are not disrupted.
  - 2. Provide Owner with not less than 72 hours' written notice of activities that may affect Owner's operations.
  - 3. Coordinate work activities daily with Owner so Owner has adequate advance notice to place protective dust and water-leakage covers over sensitive equipment and furnishings, shut down HVAC and fire-alarm or -detection equipment if needed, and evacuate occupants from below work area.
  - 4. Before working over structurally impaired areas of deck, notify Owner to evacuate occupants from below affected area.

- a. Verify that occupants below work area have been evacuated before proceeding with work over impaired deck area.
- C. Protect building to be reroofed, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from reroofing operations.
- D. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.
- E. Conditions existing at time of inspection for bidding will be maintained by Owner as far as practical.
  - 1. A roof moisture survey of existing roofing system shall be conducted by the Contractor.
  - 2. The results of an analysis of test cores from existing roofing system will be made available by the Contractor for reference.
  - 3. Construction Drawings and Project Manual for existing roofing system are provided for Contractor's convenience and information, but they are not a warranty of existing conditions. They are intended to supplement rather than serve in lieu of Contractor's own investigations. Contractor is responsible for conclusions derived from existing documents.
- F. Limit construction loads on existing roof areas to remain, and existing roof areas scheduled to be reroofed.
- G. Weather Limitations: Proceed with reroofing preparation only when existing and forecasted weather conditions permit Work to proceed without water entering existing roofing system or building.
  - 1. Remove only as much roofing in one day as can be made watertight in the same day.

## 1.6 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during reroofing, by methods and with materials so as not to void existing roofing system warranty.

## PART 2 - PRODUCTS

### 2.1 AUXILIARY REROOFING MATERIALS

- A. General: Use auxiliary reroofing preparation materials recommended by roofing system manufacturer for intended use and compatible with components of existing and new roofing system.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Seal or isolate windows that may be exposed to airborne substances created in removal of existing materials.
- B. Shut off rooftop utilities and service piping before beginning the Work.
- C. Test existing roof drains to verify that they are not blocked or restricted.
  - 1. Immediately notify Architect of any blockages or restrictions.
- D. Coordinate with Owner to shut down air-intake equipment in the vicinity of the Work.
  - 1. Cover air-intake louvers before proceeding with reroofing work that could affect indoor air quality or activate smoke detectors in the ductwork.
- E. During removal operations, have sufficient and suitable materials on-site to facilitate rapid installation of temporary protection in the event of unexpected rain.
- F. Maintain roof drains in functioning condition to ensure roof drainage at end of each workday.
  - 1. Prevent debris from entering or blocking roof drains and conductors.
    - a. Use roof-drain plugs specifically designed for this purpose.
    - b. Remove roof-drain plugs at end of each workday, when no work is taking place, or when rain is forecast.
  - 2. If roof drains are temporarily blocked or unserviceable due to roofing system removal or partial installation of new roofing system, provide alternative drainage method to remove water and eliminate ponding.
    - a. Do not permit water to enter into or under existing roofing system components that are to remain.

### 3.2 ROOF TEAR-OFF

- A. Notify Owner each day of extent of roof tear-off proposed for that day and obtain authorization to proceed.
- B. Lower removed roofing materials to ground and onto lower roof levels, using dust-tight chutes or other acceptable means of removing materials from roof areas.
- C. Partial Roof Tear-off: Where indicated on Drawings, remove existing roofing down to existing cover board and immediately check for presence of moisture.
  - 1. Survey exposed substrate that is to remain using infrared color thermography according to ASTM C 1153.

- a. Prepare survey report of initial scan indicating locations of entrapped moisture, if any, and area calculations of locations of entrapped moisture.
2. Remove wet or damp materials below existing roofing and above deck as directed by Architect.
3. Inspect wood blocking, curbs, and nailers for deterioration and damage.
  - a. If wood blocking, curbs, or nailers have deteriorated, immediately notify Architect.
4. Remove fasteners from deck.

### 3.3 DECK PREPARATION

- A. Inspect deck after tear-off of roofing system.
- B. If broken or loose fasteners that secure deck panels to one another or to structure are observed, or if deck appears or feels inadequately attached, immediately notify Architect.
  1. Do not proceed with installation until directed by Architect.
- C. If deck surface is unsuitable for receiving new roofing or if structural integrity of deck is suspect, immediately notify Architect.
  1. Do not proceed with installation until directed by Architect.
- D. Provide additional deck securement as indicated on Drawings.

### 3.4 ROOF RE-COVER PREPARATION

- A. Remove blisters, ridges, buckles, and other substrate irregularities from existing roofing that inhibit new recover boards from conforming to substrate.
  1. Broom clean existing substrate.
  2. Coordinate with Owner's inspector to schedule times for tests and inspections.
  3. Verify that existing substrate is dry.
  4. Remove materials that are wet or damp.

### 3.5 BASE FLASHING REMOVAL

- A. Remove existing base flashings.
  1. Clean substrates of contaminants, such as asphalt, sheet materials, dirt, and debris.
- B. Do not damage metal counterflashings that are to remain.
- C. Inspect parapet sheathing, wood blocking, curbs, and nailers for deterioration and damage.

END OF SECTION 070150.19



## SECTION 074113.16 - STANDING-SEAM METAL ROOF PANELS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes standing-seam metal roof panels.

#### 1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Include fabrication and installation layouts of metal panels; details of edge conditions, joints, panel profiles, corners, anchorages, attachment system, trim, flashings, closures, and accessories; and special details.
- C. Samples: For each type of metal panel indicated.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Product test reports.
- B. Warranties: Sample of special warranties.

#### 1.5 CLOSEOUT SUBMITTALS

- A. Maintenance data.

#### 1.6 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.
- B. UL-Certified, Portable Roll-Forming Equipment: UL-certified, portable roll-forming equipment capable of producing metal panels warranted by manufacturer to be the same as factory-formed products. Maintain UL certification of portable roll-forming equipment for duration of work.

## 1.7 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of metal panel systems that fail in materials or workmanship within specified warranty period.
  - 1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Warranty on Panel Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal panels that show evidence of deterioration of factory-applied finishes within specified warranty period.
  - 1. Finish Warranty Period: 25 years from date of Substantial Completion.
- C. Special Weathertightness Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace standing-seam metal roof panel assemblies that fail to remain weathertight, including leaks, within specified warranty period.
  - 1. Warranty Period: 20 years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Provide metal panel systems capable of withstanding the effects of the following loads, based on testing according to ASTM E 1592:
  - 1. Wind Loads: As indicated on Drawings.
  - 2. Deflection Limits: For wind loads, no greater than 1/240 of the span.
- B. Air Infiltration: Air leakage of not more than **0.06 cfm/sq. ft. (0.3 L/s per sq. m)** when tested according to ASTM E 1680 **or ASTM E 283** at the following test-pressure difference:
  - 1. Test-Pressure Difference: **1.57 lbf/sq. ft. (75 Pa)**.
- C. Water Penetration under Static Pressure: No water penetration when tested according to ASTM E 1646 **or ASTM E 331** at the following test-pressure difference:
  - 1. Test-Pressure Difference: **2.86 lbf/sq. ft. (137 Pa)**.
- D. Hydrostatic-Head Resistance: No water penetration when tested according to ASTM E 2140.
- E. Wind-Uplift Resistance: Provide metal roof panel assemblies that comply with UL 580 for wind-uplift-resistance class indicated.
  - 1. Uplift Rating: UL 90.
- F. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes by preventing buckling, opening of joints, overstressing of components, failure of joint

sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

1. Temperature Change (Range): **120 deg F (67 deg C)**, ambient; **180 deg F (100 deg C)**, material surfaces.

## 2.2 STANDING-SEAM METAL ROOF PANELS

- A. General: Provide factory-formed metal roof panels designed to be installed by lapping and interconnecting raised side edges of adjacent panels with joint type indicated and mechanically attaching panels to supports using concealed clips in side laps. Include clips, cleats, pressure plates, and accessories required for weathertight installation.

1. Steel Panel Systems: Unless more stringent requirements are indicated, comply with ASTM E 1514.

- B. Vertical-Rib, Seamed-Joint, Standing-Seam Metal Roof Panels Englert Series 1300 Mechanically Seamed 180 deg. Formed with vertical ribs at panel edges and intermediate stiffening ribs symmetrically spaced to match existing between ribs; designed for sequential installation by mechanically attaching panels to supports using concealed clips located under one side of panels, engaging opposite edge of adjacent panels, and mechanically seaming panels together.

1. Metallic-Coated Steel Sheet: Zinc-coated (galvanized) steel sheet complying with ASTM A 653/A 653M, **G90 (Z275)** coating designation, or aluminum-zinc alloy-coated steel sheet complying with ASTM A 792/A 792M, **Class AZ50 (Class AZM150)** coating designation; structural quality. Prepainted by the coil-coating process to comply with ASTM A 755/A 755M.

- a. Nominal Thickness: **0.052 inch (1.32 mm)**.
- b. Exterior Finish: Two-coat fluoropolymer.
- c. Color: As selected by Architect from manufacturer's full range

2. Clips: One-piece fixed to accommodate thermal movement.

- a. Material: **0.064-inch- (1.63-mm-)** nominal thickness, zinc-coated (galvanized) or aluminum-zinc alloy-coated steel sheet.

3. Panel Coverage: **12 inches (305 mm)**.

4. Panel Height: **1.5 inches (38 mm)**.

5. Joint Type: Double folded.

## 2.3 UNDERLAYMENT MATERIALS

- A. Self-Adhering, High-Temperature Underlayment: Provide self-adhering, cold-applied, sheet underlayment, a minimum of **30 mils (0.76 mm)** thick, consisting of slip-resistant, polyethylene-film top surface laminated to a layer of butyl or SBS-modified asphalt adhesive, with release-paper backing. Provide primer when recommended by underlayment manufacturer.

1. Thermal Stability: Stable after testing at 240 deg F (116 deg C); ASTM D 1970.
2. Low-Temperature Flexibility: Passes after testing at minus 20 deg F (29 deg C); ASTM D 1970.

B. Slip Sheet: Manufacturer's recommended slip sheet, of type required for application.

## 2.4 MISCELLANEOUS MATERIALS

- A. Miscellaneous Metal Subframing and Furring: ASTM C 645; cold-formed, metallic-coated steel sheet, ASTM A 653/A 653M, G90 (Z275 hot-dip galvanized) coating designation or ASTM A 792/A 792M, Class AZ50 (Class AZM150) coating designation unless otherwise indicated. Provide manufacturer's standard sections as required for support and alignment of metal panel system.
- B. Panel Accessories: Provide components required for a complete, weathertight panel system including trim, copings, fasciae, mullions, sills, corner units, clips, flashings, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal panels unless otherwise indicated.
1. Closures: Provide closures at eaves and ridges, fabricated of same metal as metal panels.
  2. Backing Plates: Provide metal backing plates at panel end splices, fabricated from material recommended by manufacturer.
  3. Closure Strips: Closed-cell, expanded, cellular, rubber or crosslinked, polyolefin-foam or closed-cell laminated polyethylene; minimum 1-inch- (25-mm-) thick, flexible closure strips; cut or premolded to match metal panel profile. Provide closure strips where indicated or necessary to ensure weathertight construction.
- C. Flashing and Trim: Provide flashing and trim formed from same material as metal panels as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, eaves, rakes, corners, bases, framed openings, ridges, fasciae, and fillers. Finish flashing and trim with same finish system as adjacent metal panels.
- D. Roof Curbs: Fabricated from same material as roof panels, [0.048-inch (1.2-mm)] <Insert dimension> nominal thickness; with bottom of skirt profiled to match roof panel profiles and with welded top box and integral full-length cricket. Fabricate curb subframing of 0.060-inch- (1.52-mm-) nominal thickness, angle-, C-, or Z-shaped steel sheet. Fabricate curb and subframing to withstand indicated loads of size and height indicated. Finish roof curbs to match metal roof panels.
- E. Panel Fasteners: Self-tapping screws designed to withstand design loads.
- F. Panel Sealants: Provide sealant type recommended by manufacturer that are compatible with panel materials, are nonstaining, and do not damage panel finish.
1. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene compound sealant tape with release-paper backing; 1/2 inch (13 mm) wide and 1/8 inch (3 mm) thick.
  2. Joint Sealant: ASTM C 920; as recommended in writing by metal panel manufacturer.
  3. Butyl-Rubber-Based, Solvent-Release Sealant: ASTM C 1311.

## 2.5 FABRICATION

- A. General: Fabricate and finish metal panels and accessories at the factory, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements demonstrated by laboratory testing. Comply with indicated profiles and with dimensional and structural requirements.
- B. On-Site Fabrication: Subject to compliance with requirements of this Section, metal panels may be fabricated on-site using UL-certified, portable roll-forming equipment if panels are of same profile and warranted by manufacturer to be equal to factory-formed panels. Fabricate according to equipment manufacturer's written instructions and to comply with details shown.
- C. Provide panel profile, including major ribs and intermediate stiffening ribs, if any, for full length of panel.
- D. Fabricate metal panel joints with factory-installed captive gaskets or separator strips that provide a weathertight seal and prevent metal-to-metal contact, and that minimize noise from movements.
- E. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's recommendations and recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated.

## 2.6 FINISHES

- A. Panels and Accessories:
  - 1. Two-Coat Fluoropolymer: **AAMA 2605**. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat.
  - 2. Concealed Finish: White or light-colored acrylic or polyester backer finish.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Miscellaneous Supports: Install subframing, furring, and other miscellaneous panel support members and anchorages according to ASTM C 754 and metal panel manufacturer's written recommendations.

### 3.2 UNDERLAYMENT INSTALLATION

- A. Self-Adhering Sheet Underlayment: Apply primer if required by manufacturer. Comply with temperature restrictions of underlayment manufacturer for installation. Apply at locations indicated below or on Drawings, wrinkle free, in shingle fashion to shed water, and with end laps of not less than **6 inches (152 mm)** staggered **24 inches (610 mm)** between courses. Overlap side edges not less than **3-1/2 inches (90 mm)**. Roll laps with roller. Cover underlayment within 14 days.

1. Apply over the entire roof surface.
- B. Slip Sheet: Apply slip sheet over underlayment before installing metal roof panels.
- C. Flashings: Install flashings to cover underlayment to comply with manufacturers requirements.

### 3.3 METAL PANEL INSTALLATION

- A. Standing-Seam Metal Roof Panel Installation: Fasten metal roof panels to supports with concealed clips at each standing-seam joint at location, spacing, and with fasteners recommended in writing by manufacturer.
  1. Install clips to supports with self-tapping fasteners.
  2. Install pressure plates at locations indicated in manufacturer's written installation instructions.
  3. Seamed Joint: Crimp standing seams with manufacturer-approved, motorized seamer tool so clip, metal roof panel, and factory-applied sealant are completely engaged.
  4. Watertight Installation:
    - a. Apply a continuous ribbon of sealant or tape to seal joints of metal panels, using sealant or tape as recommend in writing by manufacturer as needed to make panels watertight.
    - b. Provide sealant or tape between panels and protruding equipment, vents, and accessories.
    - c. At panel splices, nest panels with minimum 6-inch (152-mm) end lap, sealed with sealant and fastened together by interlocking clamping plates.
- B. Accessory Installation: Install accessories with positive anchorage to building and weathertight mounting, and provide for thermal expansion. Coordinate installation with flashings and other components.
- C. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.

### 3.4 CLEANING AND PROTECTION

- A. Remove temporary protective coverings and strippable films, if any, as metal panels are installed, unless otherwise indicated in manufacturer's written installation instructions. On completion of metal panel installation, clean finished surfaces as recommended by metal panel manufacturer. Maintain in a clean condition during construction.

END OF SECTION 074113.16

**SECTION 075419 - THERMOPLASTIC MEMBRANE ROOFING - SARNAFIL® G410 ADHERED SYSTEM****PART 1 - GENERAL****1.1 SUMMARY**

- A. To repair damaged membrane around Standing Seam Metal roof with G459 asphalt resistant membrane. Membrane to be installed at metal flashing separating the High Temp Ice and Waters Shield to 5 feet beyond the new Standing Seam Metal. Heat weld G459 to existing G410 membrane.
- B. Related Work
  - 1. Removal of contaminated roofing and install G459
- C. Upon successful completion of work the existing warranty will remain intact.

**1.2 QUALITY ASSURANCE**

- A. This roofing system shall be applied only by a Roofing Applicator authorized by Sika Corporation prior to bid.
- B. There shall be no deviation made from the Project Specification or the approved shop drawings without prior written approval by the Owner, the Owner's Representative and Sika Corporation.
- C. All work pertaining to the installation of Sarnafil membrane and flashings shall only be completed by Applicator personnel trained and authorized by Sika Corporation in those procedures.
- D. Roofing applicator to have at least 5 years' experience installing Sika Sarnafil membranes.

**1.3 PREINSTALLATION MEETINGS**

- A. Preinstallation Conference: Conduct conference at Project site.

**1.4 ACTION SUBMITTALS**

- A. Product Data: For each type of product.
  - 1. For insulation and roof system component fasteners.
- B. Shop Drawings: Include roof plans, sections, details, and attachments to other work, including the following:
  - 1. Outline of roof with roof size and elevations shown.
  - 2. Details of flashing methods for penetrations.

- C. Wind Uplift Resistance Submittal: For roofing system, indicating compliance with wind uplift performance requirements.

## 1.5 INFORMATIONAL SUBMITTALS

### A. Manufacturer Certificates:

- 1. Performance Requirement Certificate: Signed by roof membrane manufacturer, certifying that roofing system complies with requirements specified in "Performance Requirements" Article.
  - a. Submit evidence of compliance with performance requirements.
- 2. Special Warranty Certificate: Signed by roof membrane manufacturer, certifying that all materials supplied under this Section are acceptable for special warranty.

### B. Product Test Reports: For roof membrane and insulation, tests performed by independent qualified testing agency indicating compliance with specified requirements.

### C. Research reports.

### D. Field Test Reports:

- 1. Concrete internal relative humidity test reports.
- 2. Fastener-pullout test results and manufacturer's revised requirements for fastener patterns.

### E. Field quality-control reports.

### F. Sample warranties.

## 1.6 CLOSEOUT SUBMITTALS

### A. Maintenance data.

### B. Certified statement from existing roof membrane manufacturer stating that existing roof warranty has not been affected by Work performed under this Section.

## 1.7 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty.

## 1.8 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period.



1. Warranty Period: 10 years from date of Substantial Completion.

#### 1.9 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. All products delivered to the job site shall be in the original unopened containers or wrappings bearing all seals and approvals.
- B. Handle all materials to prevent damage. Place all materials on pallets and fully protect from moisture.
- C. Membrane rolls shall be stored lying down on pallets and fully protected from the weather with clean canvas tarpaulins. Unvented polyethylene tarpaulins are not accepted due to the accumulation of moisture beneath the tarpaulin in certain weather conditions that may affect the ease of membrane weldability.
- D. As a general rule all adhesives shall be stored at temperatures between 40°F (4°C) and 80°F (27°C). Read instructions contained on adhesive canister for specific storage instructions.
- E. All flammable materials shall be stored in a cool, dry area away from sparks and open flames. Follow precautions outlined on containers or supplied by material manufacturer/supplier.
- F. Any materials which the Owner's representative or Sika Corporation determine to be damaged are to be removed from the job site and replaced at no cost to the Owner.

#### 1.10 JOB CONDITIONS

- A. Sika Corporation materials may be installed under certain adverse weather conditions but only after consultation with Sika Corporation, as installation time and system integrity may be affected.
- B. Only as much of the new roofing as can be made weathertight each day, including all flashing and detail work, shall be installed. All seams shall be heat welded before leaving the job site that day.
- C. All work shall be scheduled and executed without exposing the interior building areas to the effects of inclement weather. The existing building and its contents shall be protected against all risks.
- D. All surfaces to receive new insulation, membrane or flashings shall be dry. Should surface moisture occur, the Applicator shall provide the necessary equipment to dry the surface prior to application.
- E. All new and temporary construction, including equipment and accessories, shall be secured in such a manner as to preclude wind blow-off and subsequent roof or equipment damage.
- F. Uninterrupted waterstops shall be installed at the end of each day's work and shall be completely removed before proceeding with the next day's work. Waterstops shall not emit dangerous or unsafe fumes and shall not remain in contact with the finished roof as the installation progresses. Contaminated membrane shall be replaced at no cost to the Owner.

- G. The Applicator is cautioned that certain Sarnafil membranes are incompatible with asphalt, coal tar, heavy oils, roofing cements, creosote and some preservative materials. Such materials shall not remain in contact with Sarnafil membranes. The Applicator shall consult Sika Corporation regarding compatibility, precautions and recommendations.
- H. Arrange work sequence to avoid use of newly constructed roofing as a walking surface or for equipment movement and storage. Where such access is absolutely required, the Applicator shall provide all necessary protection and barriers to segregate the work area and to prevent damage to adjacent areas. A substantial protection layer consisting of plywood over Sarnafelt or plywood over insulation board shall be provided for all new and existing roof areas that receive rooftop traffic during construction.
- I. Prior to and during application, all dirt, debris and dust shall be removed from surfaces either by vacuuming, sweeping, blowing with compressed air or similar methods.
- J. The Applicator shall follow all safety regulations as required by OSHA and any other applicable authority having jurisdiction.
- K. All roofing, insulation, flashings and metal work removed during construction shall be immediately taken off site to a legal dumping area authorized to receive such materials. Hazardous materials, such as materials containing asbestos, are to be removed and disposed of in strict accordance with applicable City, State and Federal requirements.
- L. All new roofing waste material (i.e., scrap roof membrane, empty cans of adhesive) shall be immediately removed from the site by the Applicator and properly transported to a legal dumping area authorized to receive such material.
- M. The Applicator shall take precautions that storage and application of materials and equipment does not overload the roof deck or building structure.
- N. Flammable adhesives and deck primers shall not be stored and not be used in the vicinity of open flames, sparks and excessive heat.
- O. All rooftop contamination that is anticipated or that is occurring shall be reported to Sika Corporation to determine the corrective steps to be taken.
- P. The Applicator shall verify that all roof drain lines are functioning correctly (not clogged or blocked) before starting work. Applicator shall report any such blockages in writing (letter copy to Sika Corporation) to the Owner's Representative for corrective action prior to the installation of the Sika Corporation roof system.
- Q. Applicator shall immediately stop work if any unusual or concealed condition is discovered and shall immediately notify Owner of such condition in writing for correction at the Owner's expense (letter copy to Sika Corporation).
- R. Site cleanup, including both interior and exterior building areas that have been affected by construction, shall be completed to the Owner's satisfaction.
- S. All landscaped areas damaged by construction activities shall be repaired at no cost to the Owner.

- T. The Applicator shall conduct fastener pullout tests in accordance with the latest version of the SPRI/ANSI Fastener Pullout Standard to verify condition of the deck/substrate and to confirm expected pullout values.
- U. Precautions shall be taken when using Sarnacol adhesives at or near rooftop vents or air intakes. Adhesive odors could enter the building. Coordinate the operation of vents and air intakes in such a manner as to avoid the intake of adhesive odor while ventilating the building. Keep lids on unused cans at all times.
- V. Protective wear shall be worn when using solvents or adhesives or as required by job conditions.
- W. Sarnafil membranes are slippery when wet or covered with snow, frost, or ice. Working on surfaces under these conditions is hazardous. Appropriate safety measures must be implemented prior to working on such surfaces. Always follow OSHA and other relevant fall protection standards when working on roofs.

## PART 2 - PRODUCTS

### 2.1 MEMBRANE

- A. Membrane shall be G459 Asphalt Resistant.
- B. Thickness
  - 1. Sarnafil 459 , 60 mil (1.5 mm)
- C. Color of Membrane
  - 1. EnergySmart White, initial solar reflectance of 0.83, emittance of 0.90, and solar reflective index (SRI) of 104 (ENERGY STAR listed).
- D. Sarnacol 2170 VC Adhesive
  - 1. A solvent-based, VOC compliant, reactivating adhesive used to attach membrane to flashing substrate. Typical flashing substrate coverage rate is 45-60ft<sup>2</sup> /gal (1.10–1.47m<sup>2</sup>/L).
- E. DensDeck Prime
  - 1. Employs enhanced fiberglass mats front and back that are bonded to a high density gypsum core. DensDeck Prime is provided in 4 ft. x 4 ft. (1.2 m x 1.2 m) and in thicknesses of 1/4. Adhere the Densdeck Prime boards as the ISO above.

### 2.2 ATTACHMENT COMPONENTS

- A. Sarnafastener #15 XP
  - 1. A #15 corrosion-resistant fastener used with Sarnaplates to attach insulation and/or roof boards to steel roof decks. Sarnafastener #15 XP has a shank diameter of approximately 0.21 inch (5.3 mm) and the thread diameter is approximately 0.26 inch (6.6 mm). The driving head has a diameter of approximately 0.435 inch (11 mm) with a #3 Phillips recess for positive engagement.

## B. Seam Cleaner

1. Seam Cleaner is used on PVC membranes to clean the in the seam area only

## 2.3 SUBSTRATE BOARDS

## A. Substrate Board: ASTM C 1177/C 1177M, glass-mat, water-resistant gypsum substrate or ASTM C 1278/C 1278M, fiber-reinforced gypsum board.

1. Thickness: **1/4 inch (6 mm)**.

## B. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening substrate board to roof deck.

## PART 3 - EXECUTION

## 3.1 PRE-CONSTRUCTION CONFERENCE

## A. The Applicator, Owner's Representative/Designer and Manufacturer(s) shall attend a pre-construction conference.

1. The meeting shall discuss all aspects of the project including but not limited to:
  - a. Safety
  - b. Set up
  - c. Construction schedule
  - d. Contract conditions
  - e. Coordination of the work

## 3.2 SUBSTRATE CONDITION

## A. Applicator shall be responsible for acceptance or provision of proper substrate to receive new roofing materials.

## B. Applicator shall verify that the work done under related sections meets the following conditions:

1. Roof curbs, nailers, equipment supports, vents and other roof penetrations are properly secured and prepared to receive new roofing materials.
2. All surfaces are smooth and free of dirt, debris and incompatible materials.
3. All roof surfaces shall be free of water, ice and snow.

## 3.3 SUBSTRATE PREPARATION

## A. The roof deck and existing roof construction must be structurally sound to provide support for the new roof system. The Applicator shall load materials on the rooftop in such a manner as to eliminate risk of deck overload due to concentrated weight. The Owner's Representative shall ensure that the roof deck is secured to the structural framing according to local building code and in such a manner as to resist all anticipated wind loads in that location.

### 3.4 SUBSTRATE INSPECTION

- A. A dry, clean and smooth substrate shall be prepared to receive the Sarnafil Adhered roof system.
- B. The Applicator shall inspect the substrate for defects such as excessive surface roughness, contamination, structural inadequacy, or any other condition that will adversely affect the quality of work.
- C. The substrate shall be clean, smooth, dry, free of flaws, sharp edges, loose and foreign material, oil and grease. Roofing shall not start until all defects have been corrected.
- D. All roof surfaces shall be free of water, ice and snow.
- E. Sarnafil shall be applied over compatible and accepted substrates only.

### 3.5 INSTALLATION OF COVER BOARDS

- A. Install cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Offset joints of insulation below a minimum of **6 inches (150 mm)** in each direction.
  - 1. Trim cover board neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
  - 2. At internal roof drains, conform to slope of drain sump.
    - a. Trim cover board so that water flow is unrestricted.
  - 3. Cut and fit cover board tight to nailers, projections, and penetrations.
  - 4. Adhere cover board to substrate using adhesive according to FM Approvals' RoofNav assembly requirements and FM Global Property Loss Prevention Data Sheet 1-29 for specified Windstorm Resistance Classification, as follows:
    - a. Set cover board in a solid mopping of hot roofing asphalt, applied within plus or minus **25 deg F (14 deg C)** of equiviscous temperature.
    - b. Set cover board in ribbons of bead-applied insulation adhesive, firmly pressing and maintaining insulation in place.
    - c. Set cover board in a uniform coverage of full-spread insulation adhesive, firmly pressing and maintaining insulation in place.
- B. Install slip sheet over cover board and immediately beneath roof membrane.

### 3.6 HOT AIR WELDING OF SEAM OVERLAPS

- A. General
  - 1. All seams shall be hot-air welded. All membrane to be welded shall be clean and dry.
  - 2. All mechanics intending to use hot-air welding equipment shall have successfully completed a training course provided by a Sika Corporation Technical Service Representative prior to welding.

3. Hot-air welding equipment shall be allowed to warm up for at least one minute prior to welding.
  4. Seam overlaps should be 3 inches (76 mm) wide when automatic machine-welding and 4 inches (100 mm) wide when hand-welding, except for certain details.
- B. Hand Welding
1. The back edge of the seam shall be welded with a narrow but continuous weld to prevent loss of hot air during the final welding.
  2. The nozzle shall be inserted into the seam at a 45 degree angle to the edge of the membrane. Once the proper welding temperature has been reached and the membrane begins to "flow", the hand roller is positioned perpendicular to the nozzle and rolled lightly. For straight seams, the 1-1/2 inch (40 mm) wide nozzle is recommended for use. For corners and compound connections, the 3/4 inch (20 mm) wide nozzle shall be used.
- C. Machine Welding
1. Machine welded seams are achieved by the use of approved automatic welding equipment. When using this equipment, all instructions shall be followed and local codes for electric supply, grounding and over current protection observed. Dedicated circuit house power or a dedicated portable generator is recommended. No other equipment shall be operated simultaneously off the generator.
  2. Metal tracks may be used over the deck membrane and under the machine welder to minimize or eliminate wrinkles.
- D. Quality Control of Welded Seams
1. The Applicator shall check all welded seams for continuity using a rounded screwdriver. Visible evidence that welding is proceeding correctly is smoke during the welding operation, shiny membrane surfaces, and an uninterrupted flow of dark gray material from the underside of the top membrane. On-site evaluation of welded seams shall be made daily by the Applicator at locations as directed by the Owner's Representative or Sika Corporation's representative. One inch (25 mm) wide cross-section samples of welded seams shall be taken at least three times a day. Correct welds display failure from shearing of the membrane prior to separation of the weld. Each test cut shall be patched by the Applicator at no extra cost to the Owner.

### 3.7 MEMBRANE FLASHING INSTALLATION

- A. All flashings shall be installed concurrently with the roof membrane as the job progresses. No temporary flashings shall be allowed without the prior written approval of the Owner's Representative and Sika Corporation. Approval shall only be for specific locations on specific dates. If any water is allowed to enter under the newly completed roofing, the affected area shall be removed and replaced at the Applicator's expense. Flashing shall be adhered to compatible, dry, smooth, and solvent-resistant surfaces. Use caution to ensure adhesive fumes are not drawn into the building.
- B. Sarnacol Adhesive for Membrane Flashings
1. Over the properly installed and prepared flashing substrate, the Sarnacol adhesive shall be applied in smooth, even coats with no gaps, globs or similar inconsistencies. Only an area which can be completely covered in the same day's operations shall be flashed. The bonded sheet shall be pressed firmly in place with a hand roller.

2. No adhesive shall be applied in seam areas that are to be welded. All panels of membrane shall be applied in the same manner, overlapping the edges of the panels as required by welding techniques.
3. Install Sarnastop/Sarnabar/Sarnacord according to the Detail Drawings with approved fasteners into the structural deck at the base of parapets, walls and curbs. Sarnastop is required by Sika Corporation at the base of all tapered edge strips and at transitions, peaks, and valleys according to Sika Corporation's details.
4. Sika Corporation's requirements and recommendations and the specifications shall be followed. All material submittals shall have been accepted by Sika Corporation prior to installation.
5. All flashings should extend a minimum of 8 inches (0.2 m) above roofing level, exceptions to this might be pipe boots and/or sealant pockets, etc. If in question, submit in writing to the Owner's Representative and Sika Corporation Technical Department for signed approval.
6. All flashing membranes shall be consistently adhered to substrates. All interior and exterior corners and miters shall be cut and hot-air welded into place. No bitumen shall be in contact with the Sarnafil membrane.
7. All flashing membranes shall be mechanically fastened along the counter-flashed top edge with Sarnastop at 6 to 8 inches (0.15 to 0.20 m) on center.
8. Sarnafil flashings shall be terminated according to Sika Corporation recommended details.
9. All adhered flashings that exceed 30 inches (0.75 m) in height shall receive additional securement. Consult Sika Corporation Technical Department for securement methods.

### 3.8 METAL FLASHING INSTALLATION

- A. Metal details, fabrication practices and installation methods shall conform to the applicable requirements of the following:
  1. Factory Mutual Loss Prevention Data Sheet 1-49 (latest issue).
  2. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) - latest issue.
- B. Metal, other than that provided by Sika Corporation, is not covered under the Sika Corporation warranty.
- C. Complete all metal work in conjunction with roofing and flashings so that a watertight condition exists daily.
- D. Metal shall be installed to provide adequate resistance to bending to allow for normal thermal expansion and contraction.
- E. Metal joints shall be watertight.
- F. Metal flashings shall be securely fastened into solid wood blocking. Fasteners shall penetrate the wood nailer a minimum of 1 inch (25 mm).
- G. Airtight and continuous metal hook strips are required behind metal fascias. Hook strips are to be fastened 12 inches (0.3 m) on center into the wood nailer or masonry wall.
- H. Counter flashings shall overlap base flashings at least 4 inches (100 mm).

- I. Hook strips shall extend past wood nailers over wall surfaces by 1-1/2 inch (38 mm) minimum and shall be securely sealed from air entry.

### 3.9 TEMPORARY CUT-OFF

- A. All flashings shall be installed concurrently with the roof membrane in order to maintain a watertight condition as the work progresses. All temporary waterstops shall be constructed to provide a 100 percent watertight seal. The stagger of the insulation joints shall be made even by installing partial panels of insulation. The new membrane shall be carried into the waterstop. Waterstop shall be sealed to the deck or substrate so that water will not be allowed to travel under the new or existing roofing. The edge of the membrane shall be sealed in a continuous heavy application of sealant as described in Section 2.10. When work resumes, the contaminated membrane shall be cut out. All sealant, contaminated membrane, insulation fillers, etc. shall be removed from the work area and properly disposed of off-site. None of these materials shall be used in the new work.
- B. If inclement weather occurs while a temporary waterstop is in place, the Applicator shall provide the labor necessary to monitor the situation to maintain a watertight condition.
- C. If any water is allowed to enter under the newly-completed roofing, the affected area shall be removed and replaced at the Applicator's expense.

### 3.10 COMPLETION

- A. Prior to demobilization from the site, the work shall be reviewed by the Owner's Representative and the Applicator. All defects noted and non-compliances with the Specifications or the recommendations of Sika Corporation shall be itemized in a punch list. These items must be corrected immediately by the Applicator to the satisfaction of the Owner's Representative and Sika Corporation prior to demobilization.
- B. All Warranties referenced in this Specification shall have been submitted and have been accepted at time of contract award.

### 3.11 DETAILS

- A. Refer to Typical System Details section or [usa.sarnafil.sika.com](http://usa.sarnafil.sika.com).

### 3.12 PROTECTING AND CLEANING

- A. Protect roofing system from damage and wear during remainder of construction period. When remaining construction does not affect or endanger roofing, inspect roofing system for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Owner.
- B. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION 075419



**SECTION 076200 - SHEET METAL FLASHING AND TRIM****PART 1 - GENERAL****1.1 SUMMARY**

- A. Section Includes:
  - 1. Formed roof-drainage sheet metal fabrications.
  - 2. Formed low-slope roof sheet metal fabrications.
  - 3. Formed wall sheet metal fabrications.

**1.2 PREINSTALLATION MEETINGS**

- A. Preinstallation Conference: Conduct conference at Project site.

**1.3 ACTION SUBMITTALS**

- A. Product Data: For each type of product.
- B. Shop Drawings: For sheet metal flashing and trim.
  - 1. Include plans, elevations, sections, and attachment details.
  - 2. Distinguish between shop- and field-assembled work.
  - 3. Include identification of finish for each item.
  - 4. Include pattern of seams and details of termination points, expansion joints and expansion-joint covers, direction of expansion, roof-penetration flashing, and connections to adjoining work.
- C. Samples: For each exposed product and for each color and texture specified.

**1.4 INFORMATIONAL SUBMITTALS**

- A. Product certificates.
- B. Product test reports.
- C. Sample warranty.

**1.5 CLOSEOUT SUBMITTALS**

- A. Maintenance data.

## 1.6 QUALITY ASSURANCE

- A. Fabricator Qualifications: Employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.

## 1.7 WARRANTY

- A. Special Warranty on Finishes: Manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.

- 1. Finish Warranty Period: 20 years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. General: Sheet metal flashing and trim assemblies shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.
- B. Sheet Metal Standard for Flashing and Trim: Comply with NRCA's "The NRCA Roofing Manual" and SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.
- C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.

### 2.2 SHEET METALS

- A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.
  - 1. prepainted according to ASTM B 882.
- B. Aluminum Sheet: **ASTM B 209 (ASTM B 209M)**, alloy as standard with manufacturer for finish required, with temper as required to suit forming operations and performance required.
  - 1. Factory Prime Coating: Where painting after installation is required, pretreat metal with white or light-colored, factory-applied, baked-on epoxy primer coat; minimum dry film thickness of **0.2 mil (0.005 mm)**.
  - 2. Exposed Coil-Coated Finish:
    - a. Two-Coat Fluoropolymer: AAMA 2605. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

3. Color: As selected by Architect from manufacturer's full range.

## 2.3 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, solder, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.

## 2.4 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with details shown and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required. Fabricate sheet metal flashing and trim in shop to greatest extent possible.
  1. Obtain field measurements for accurate fit before shop fabrication.
  2. Form sheet metal flashing and trim to fit substrates without excessive oil canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
  3. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.
- B. Expansion Provisions: Form metal for thermal expansion of exposed flashing and trim.
  1. Form expansion joints of intermeshing hooked flanges, not less than **1 inch (25 mm)** deep, filled with butyl sealant concealed within joints.
  2. Use lapped expansion joints only where indicated on Drawings.
- C. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal to provide for proper installation of elastomeric sealant according to cited sheet metal standard.
- D. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
- E. Fabricate cleats and attachment devices of sizes as recommended by cited sheet metal standard for application, but not less than thickness of metal being secured.
- F. Seams: Fabricate nonmoving seams with flat-lock seams. Tin edges to be seamed, form seams, and solder.
- G. Seams: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use.

## 2.5 ROOF-DRAINAGE SHEET METAL FABRICATIONS

- A. Parapet Scuppers: Fabricate scuppers to dimensions required, with closure flange trim to exterior, **4-inch- (100-mm-)** wide wall flanges to interior, and base extending **4 inches (100 mm)** beyond cant or tapered strip into field of roof.

## 2.6 LOW-SLOPE ROOF SHEET METAL FABRICATIONS

- A. Roof Edge Flashing: Fabricate in minimum **96-inch- (2400-mm-)** long, but not exceeding **12-foot- (3.6-m-)** long sections. Furnish with **6-inch- (150-mm-)** wide, joint cover plates.
1. Fabricate from the Following Materials:
    - a. Aluminum: [**0.050 inch (1.27 mm)**] thick.
    - b. Aluminum-Zinc Alloy-Coated Steel: [**0.028 inch (0.71 mm)**] thick.
- B. Copings: Fabricate in minimum **96-inch- (2400-mm-)** long, but not exceeding **12-foot- (3.6-m-)** long, sections. Fabricate joint plates of same thickness as copings. Furnish with continuous cleats to support edge of external leg and interior leg. Miter corners, fasten and seal watertight.
1. Fabricate from the Following Materials:
    - a. Aluminum: [**0.050 inch (1.27 mm)**] thick.
    - b. Aluminum-Zinc Alloy-Coated Steel: [**0.040 inch (1.02 mm)**] thick.
- C. Base Flashing: Fabricate from the following materials:
1. Aluminum: [**0.040 inch (1.02 mm)**] thick.
  2. Aluminum-Zinc Alloy-Coated Steel: [**0.028 inch (0.71 mm)**] thick.
- D. Counterflashing: Fabricate from the following materials:
1. Aluminum: [**0.032 inch (0.81 mm)**] thick.
  2. Aluminum-Zinc Alloy-Coated Steel: [**0.022 inch (0.56 mm)**] thick.
- E. Roof-Penetration Flashing: Fabricate from the following materials:
1. Aluminum-Zinc Alloy-Coated Steel: [**0.028 inch (0.71 mm)**] thick.

## 2.7 WALL SHEET METAL FABRICATIONS

- A. Through-Wall Flashing: Fabricate continuous flashings in minimum **96-inch- (2400-mm-)** long, but not exceeding **12-foot- (3.6-m-)** long, sections, under copings, and at shelf angles. Fabricate discontinuous lintel, sill, and similar flashings to extend **6 inches (150 mm)** beyond each side of wall openings; and form with **2-inch- (50-mm-)** high, end dams. Fabricate from the following materials:
1. Aluminum: [**0.032 inch (0.81 mm)**] thick.
  2. Aluminum-Zinc Alloy-Coated Steel: [**0.022 inch (0.56 mm)**] thick.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
1. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.

2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
  3. Space cleats not more than **12 inches (300 mm)** apart. Attach each cleat with at least two fasteners. Bend tabs over fasteners.
  4. Install exposed sheet metal flashing and trim with limited oil canning, and free of buckling and tool marks.
  5. Torch cutting of sheet metal flashing and trim is not permitted.
- B. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.
1. Coat concealed side of uncoated-aluminum sheet metal flashing and trim with bituminous coating where flashing and trim contact wood, ferrous metal, or cementitious construction.
  2. Underlayment: Where installing sheet metal flashing and trim directly on cementitious or wood substrates, install underlayment and cover with slip sheet.
- C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at maximum of [**10 feet (3 m)**] with no joints within **24 inches (600 mm)** of corner or intersection.
1. Form expansion joints of intermeshing hooked flanges, not less than **1 inch (25 mm)** deep, filled with sealant concealed within joints.
  2. Use lapped expansion joints only where indicated on Drawings.
- D. Fasteners: Use fastener sizes that penetrate substrate not less than recommended by fastener manufacturer to achieve maximum pull-out resistance.
- E. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.
- F. Seal joints as required for watertight construction.
- 3.2 ROOF-DRAINAGE SYSTEM INSTALLATION
- A. General: Install sheet metal roof-drainage items to produce complete roof-drainage system according to cited sheet metal standard unless otherwise indicated. Coordinate installation of roof perimeter flashing with installation of roof-drainage system.
- B. Parapet Scuppers: Continuously support scupper, set to correct elevation, and seal flanges to interior wall face, over cants or tapered edge strips, and under roofing membrane.

### 3.3 ROOF FLASHING INSTALLATION

- A. General: Install sheet metal flashing and trim to comply with performance requirements and cited sheet metal standard. Provide concealed fasteners where possible, and set units true to line, levels, and slopes. Install work with laps, joints, and seams that are permanently watertight and weather resistant.
- B. Roof Edge Flashing: Anchor to resist uplift and outward forces according to recommendations in cited sheet metal standard unless otherwise indicated. Interlock bottom edge of roof edge flashing with continuous cleat anchored to substrate.
- C. Copings: Anchor to resist uplift and outward forces according to recommendations in cited sheet metal standard unless otherwise indicated.
- D. Pipe or Post Counterflashing: Install counterflashing umbrella with close-fitting collar with top edge flared for elastomeric sealant, extending minimum of 4 inches (100 mm) over base flashing. Install stainless-steel draw band and tighten.
- E. Counterflashing: Coordinate installation of counterflashing with installation of base flashing. Insert counterflashing in reglets or receivers and fit tightly to base flashing. Extend counterflashing 4 inches (100 mm) over base flashing. Lap counterflashing joints minimum of 4 inches (100 mm).
- F. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Seal with elastomeric sealant and clamp flashing to pipes that penetrate roof.

### 3.4 WALL FLASHING INSTALLATION

- A. General: Install sheet metal wall flashing to intercept and exclude penetrating moisture according to cited sheet metal standard unless otherwise indicated. Coordinate installation of wall flashing with installation of wall-opening components such as windows, doors, and louvers.

### 3.5 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder.
- C. Clean off excess sealants.
- D. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions.

END OF SECTION 076200

**EXHIBIT 2**  
**DAG ARCHITECTS, INC.**  
**PROJECT PLANS**

## **Bay County Public Library Roofing Repairs (Summary)**

### **Sheet D101- Roof Demolition Plan**

1. Remove existing standing seam metal roof panels and ridge cap as shown.
2. Contractor to verify that high temp underlayment (ice and water shield) was used on the original installation.
3. Remove a portion of existing PVC roof membrane as shown; 12" from valley.
4. Roof to be dried in at the end of each day to protect disturbed areas from water intrusion.
5. Contractor to have infrared scan performed on roof to determine if there are areas where water is trapped prior to installing new underlayment.

### **Sheet A101A – Underlayment Plan**

1. Sheet A101A shows the extent of the new protection board and underlayment, and new single ply roof membrane flashing sheet. **(Note: Basis of Design for single ply roof membrane flashing sheet: Sika-Sarnafil G459 Asphalt Resistant PVC Membrane)**
2. Heat weld PVC roof membrane flashing sheet (12" lap) to existing membrane and extend flashing sheet a min. of 5' up the rake of the roof.
3. Install metal counter-flashing / transition sheet over new PVC roof membrane flashing sheet. This will provide a separation between the asphalt based underlayment and the new PVC flashing sheet.
4. Install ¼" protection board over existing underlayment at all disturbed areas.
5. Install new (high Temp) underlayment over protection board and counter flash metal flashing sheet that has been installed over the new PVC flashing sheet.
6. Re-flash at parapet as required. (Note: Contractor shall submit shop drawings of all conditions for architect's review and approval.)

**Note: After roof has been completely dried in, the contractor shall flood the roof or wait until a rain event to verify that the areas corrected have resolved / stopped all of the roof leaks prior to installing the new standing seam roof panels / ridge cap.**

### **Sheet A101B – Roof Repair Plan**

1. Once it has been determined that the repairs have stopped the leaks, the contractor shall install the new standing seam roof panels, new ridge cap as shown on sheet A101B. **(Basis of Design for standing seam metal roof panels / ridge cap: Englert Inc. - Series 1300 1-1/2" Mechanically Seamed Standing seam roof panels)**

### **Sheet A301 – Roof Details**

1. Sheet A301 shows enlarged details regarding the installation of the new PVC flashing sheet, metal flashing (transition / separation of the PVC flashing sheet and the new high temp underlayment)



2. Sheet A301 shows enlarged details regarding the installation of a ¼" protection board over the existing underlayment / protection board. This is to be installed at all of the disturbed areas as shown.
3. After the installation of the protection board, the contractor is to install the new PVC flashing sheet, metal flashing transition sheet and complete the dry in with a new high temp underlayment.
4. Prior to installing the new standing seam metal roof panels and ridge cap, the contractor shall floor the roof or wait until a rain event to ensure that the repairs have stopped the leaks.

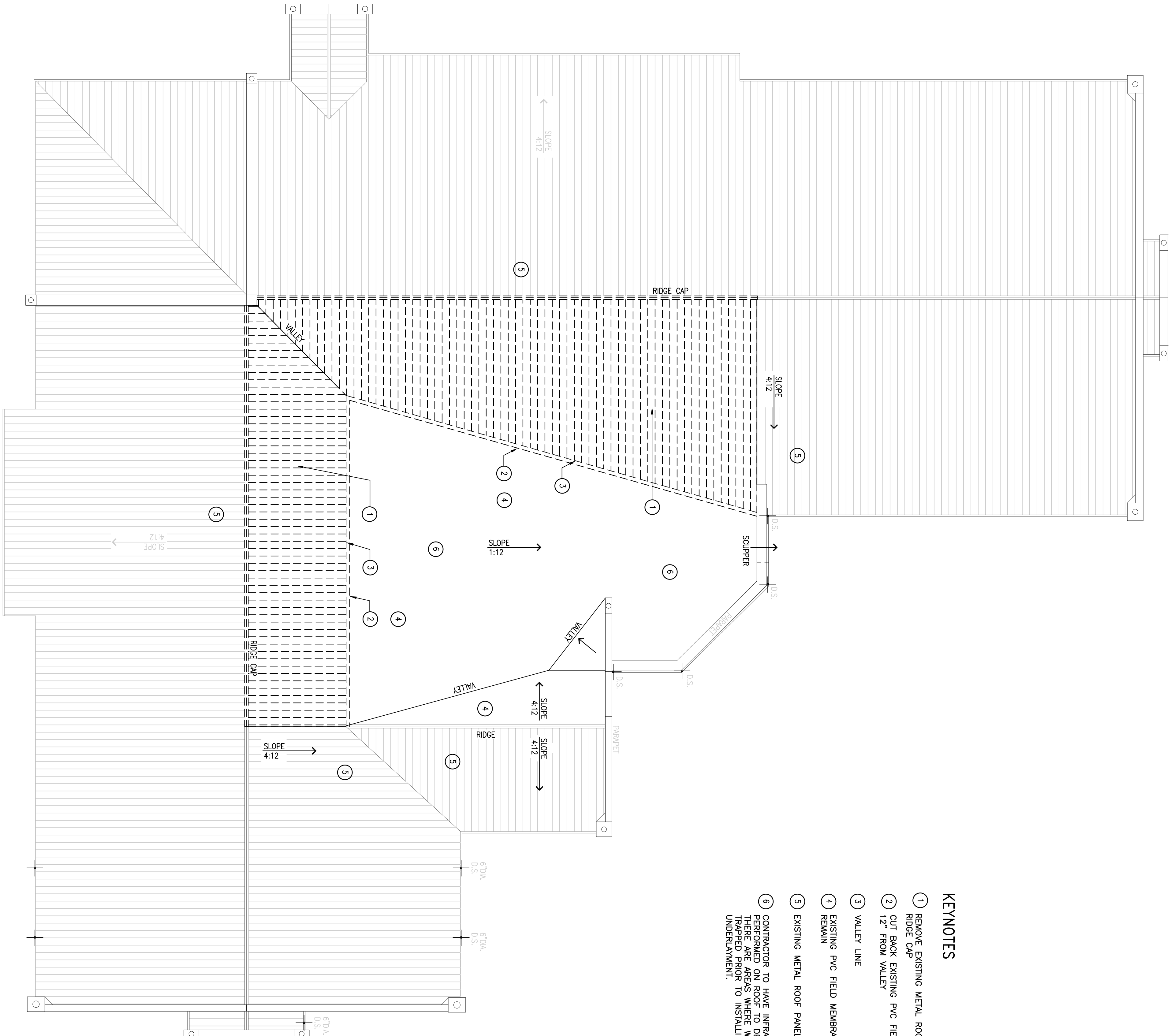


DAQ ARCHITECTS INC.  
1515 FLORIDA AVE PANAMA CITY, FL 32406  
TEL: 904.362.5863 FAX: 904.664-4276  
A/C 000762

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CONSTRUCTION DOCUMENTS

- KEYNOTES
- 1 REMOVE EXISTING METAL ROOF PANELS / RIDGE CAP
  - 2 CUT BACK EXISTING PVC FIELD MEMBRANE 12" FROM VALLEY
  - 3 VALLEY LINE
  - 4 EXISTING PVC FIELD MEMBRANE TO REMAIN
  - 5 EXISTING METAL ROOF PANELS TO REMAIN
  - 6 CONTRACTOR TO HAVE INFRARED SCAN PERFORMED IN ROOF TO DETERMINE IF THERE ARE AREAS WHERE WATER IS TRAPPED PRIOR TO INSTALLING NEW UNDERLAYMENT.



Bay County Public Library  
Roofing Repairs

898 W. 11th St.

Panama City, FL 32401

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Drawn By: -  
Checked By: --

Date: 10-30-16

Project No.: 16066

Drawing Title:  
DEMOLITION PLAN

A1 ROOF DEMOLITION PLAN

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

Drawing No.: D101



DAG ARCHITECTS INC.  
1515 FLORIDA AVE PANAMA CITY, FL 32406  
TELEPHONE: 904-637-9125 FAX: 904-634-4276  
A/C 0000762

OWNER'S REPRESENTATIVE'S SIGNATURE

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CONSTRUCTION DOCUMENTS

Panama City, FL 32401

Bay County Public Library  
Roofing Repairs

898 W. 11th St.

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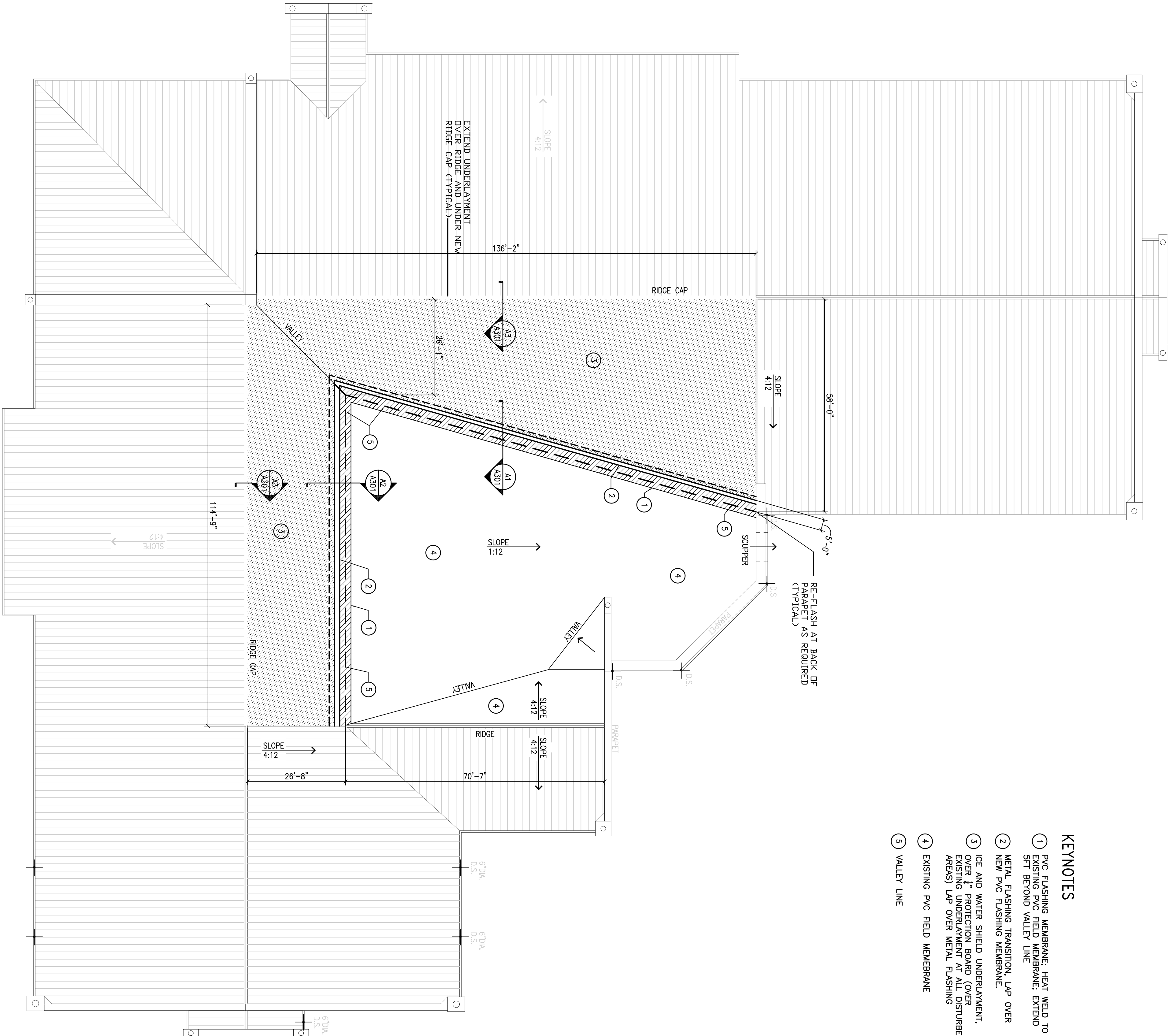
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Checked By: --

Date: 10-30-16

Project No.: 16066

Drawing Title:  
UNDERLAYMENT PLAN

Drawing No.: A101A



- KEYNOTES
- 1 PVC FLASHING MEMBRANE, HEAT WELD TO EXISTING PVC FIELD MEMBRANE, EXTEND 5FT BEYOND VALLEY LINE
  - 2 METAL FLASHING TRANSITION, LAP OVER NEW PVC FLASHING MEMBRANE.
  - 3 ICE AND WATER SHIELD UNDERLAYMENT, OVER 1/2" PROTECTION BOARD (OVER EXISTING UNDERLAYMENT AT ALL DISTURBED AREAS) LAP OVER METAL FLASHING
  - 4 EXISTING PVC FIELD MEMBRANE
  - 5 VALLEY LINE

A1 ROOF UNDERLAYMENT PLAN

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

BAY COUNTY PUBLIC LIBRARY



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CONSTRUCTION DOCUMENTS

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898 W. 11th St.

Panama City, FL 32401

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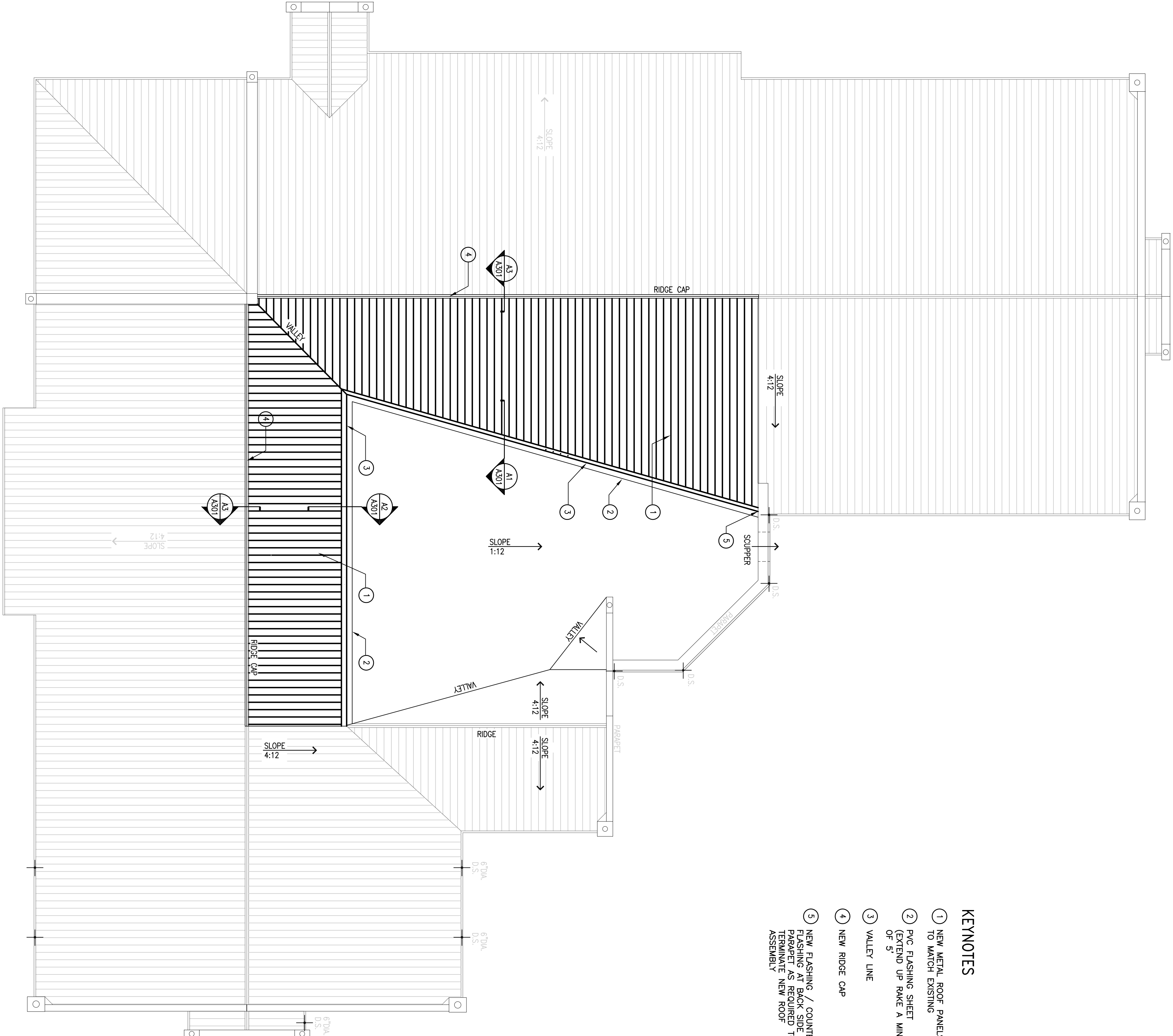
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Checked By: --

Date: 10-30-16

Project No.: 16066

Drawing Title:  
ROOF REPAIR PLAN

Drawing No.: A101B



- KEYNOTES
- 1 NEW METAL ROOF PANELS TO MATCH EXISTING
  - 2 PVC FLASHING SHEET (EXTEND UP RAKE A MIN. OF 5')
  - 3 VALLEY LINE
  - 4 NEW RIDGE CAP
  - 5 NEW FLASHING / COUNTER FLASHING AT BACK SIDE OF TERMINATION NEW ROOF ASSEMBLY

A1 ROOF REPAIR PLAN

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

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1515 FLORIDA AVE PANAMA CITY, FL 32406  
TEL: 904.396.2412 FAX: 904.644-4276  
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DISBURSE PER INSTRUMENTS OF SERVICE  
ALL REPORTS, PLANS, SPECIFICATIONS, CONTRACT FILES, FIELD DATA, NOTES AND OTHER DOCUMENTS AND INSTRUMENTS PREPARED BY THE CONSULTANT AS INSTRUMENTS OF SERVICE SHALL REMAIN THE PROPERTY OF THE CONSULTANT. THE CONSULTANT SHALL RETURN ALL INSTRUMENTS OF SERVICE TO THE CONSULTANT IMMEDIATELY UPON COMPLETION OF THE PROJECT AND/OR AS REQUESTED BY THE CONSULTANT.

CONSTRUCTION DOCUMENTS

Panama City, FL 32401

Bay County Public Library  
Roofing Repairs

898 W. 11th St.

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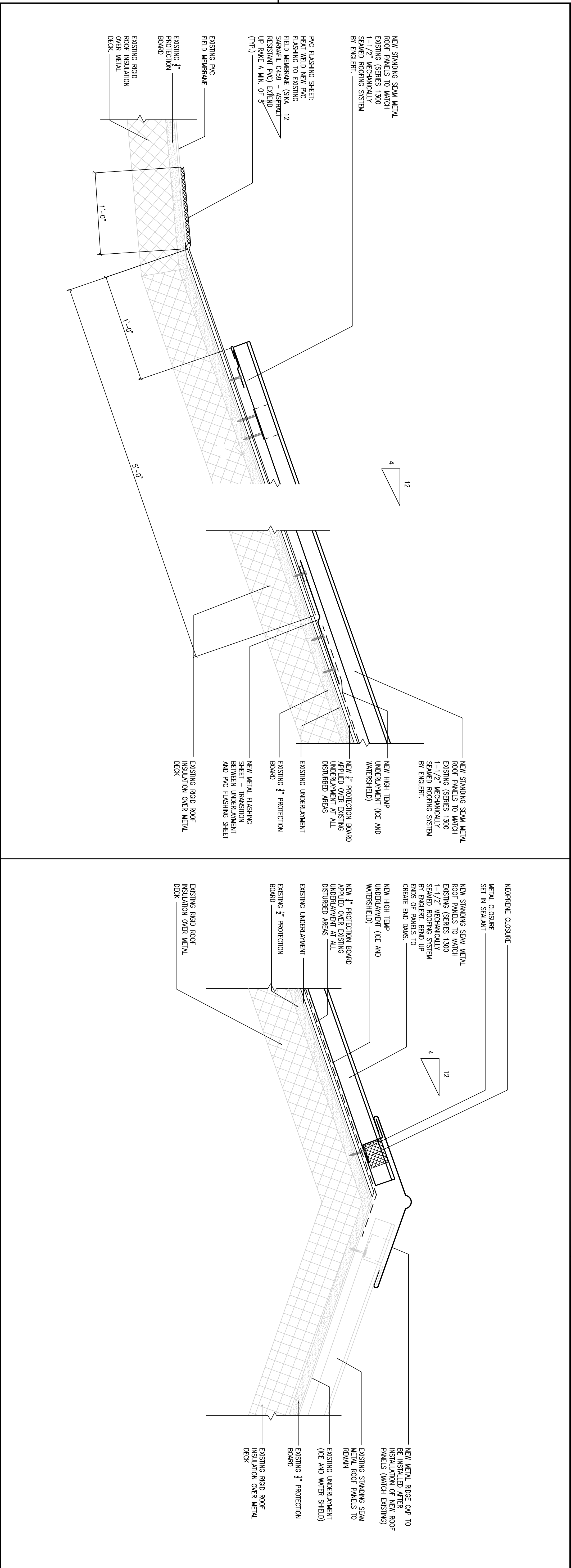
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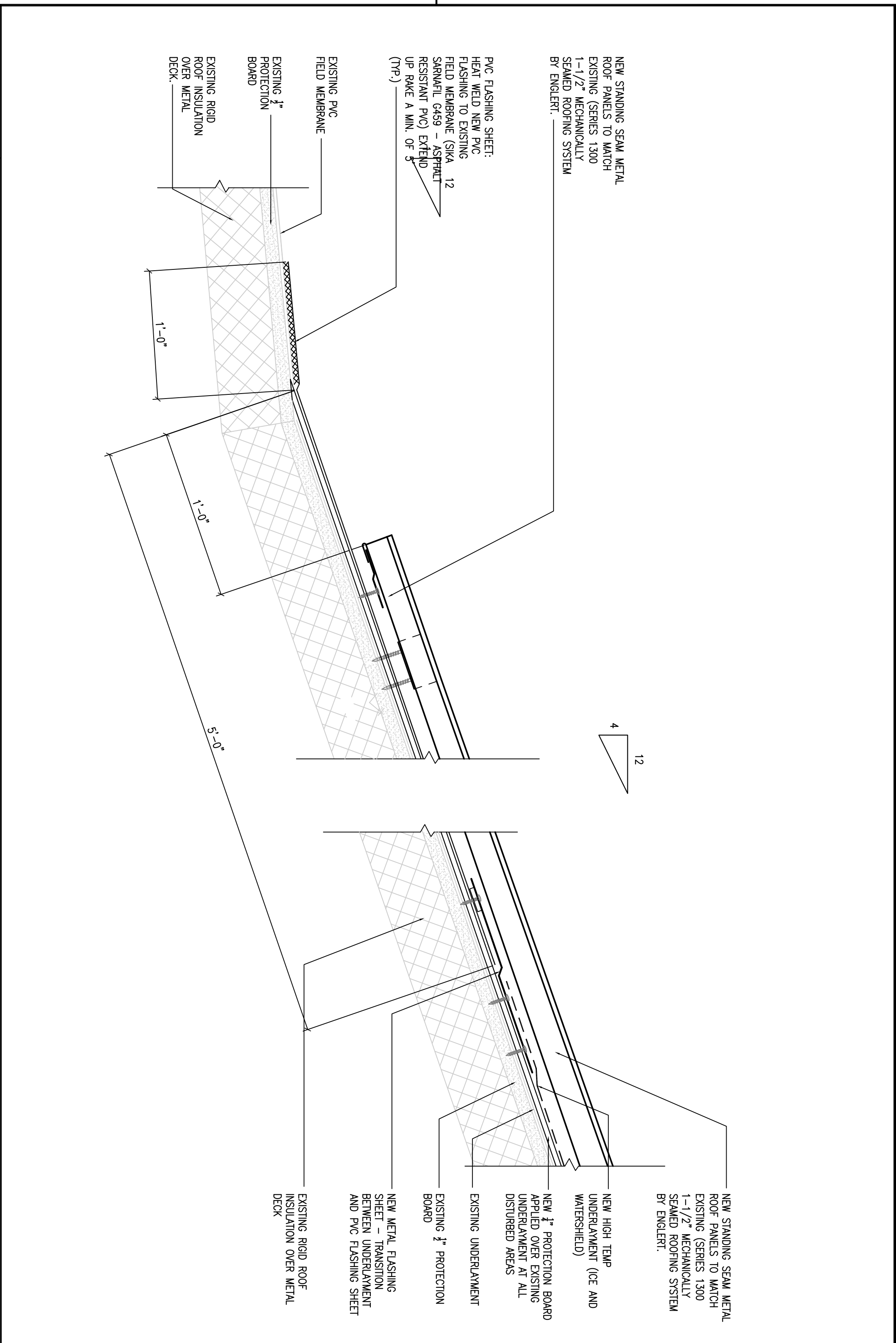
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ROOFING DETAILS

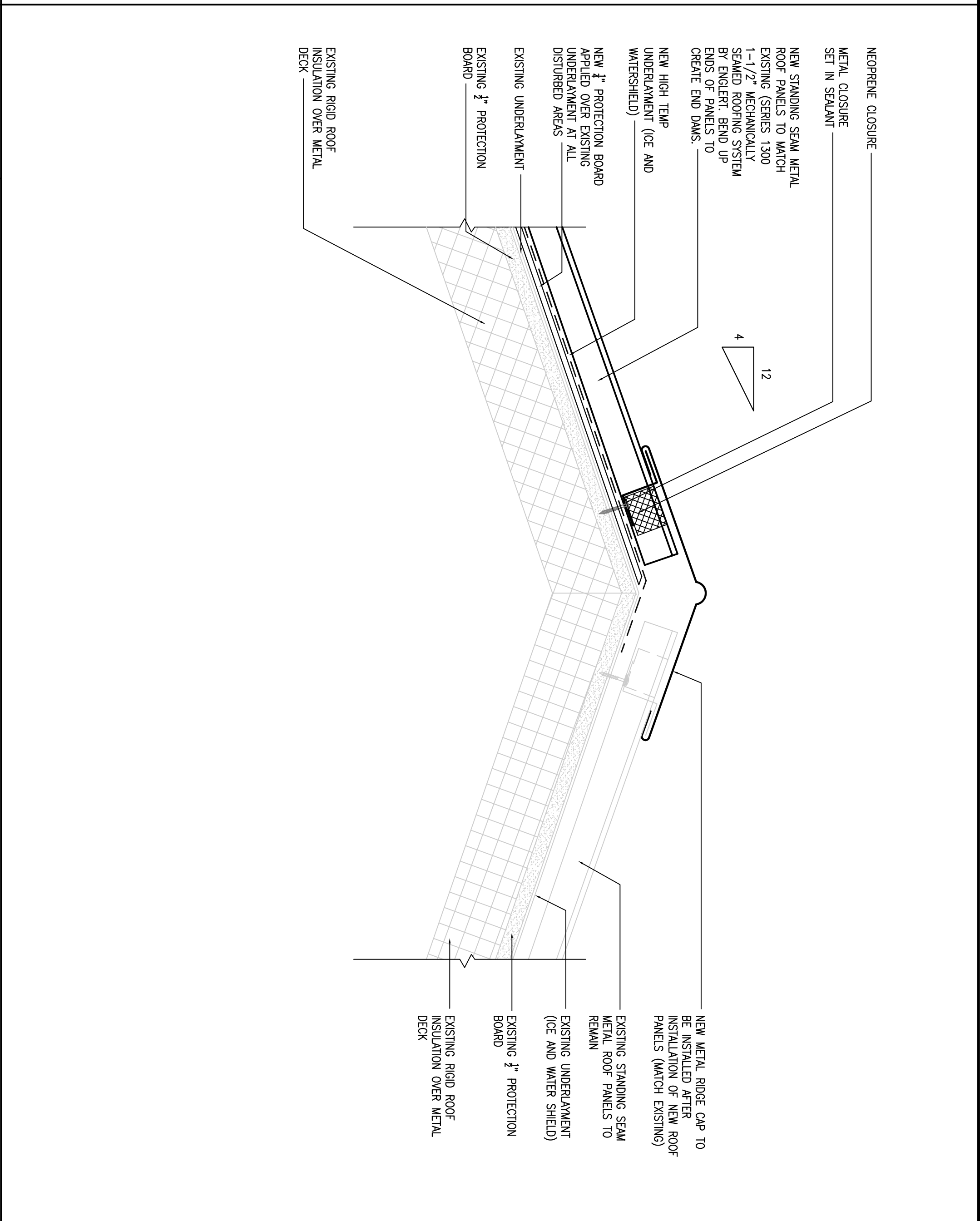
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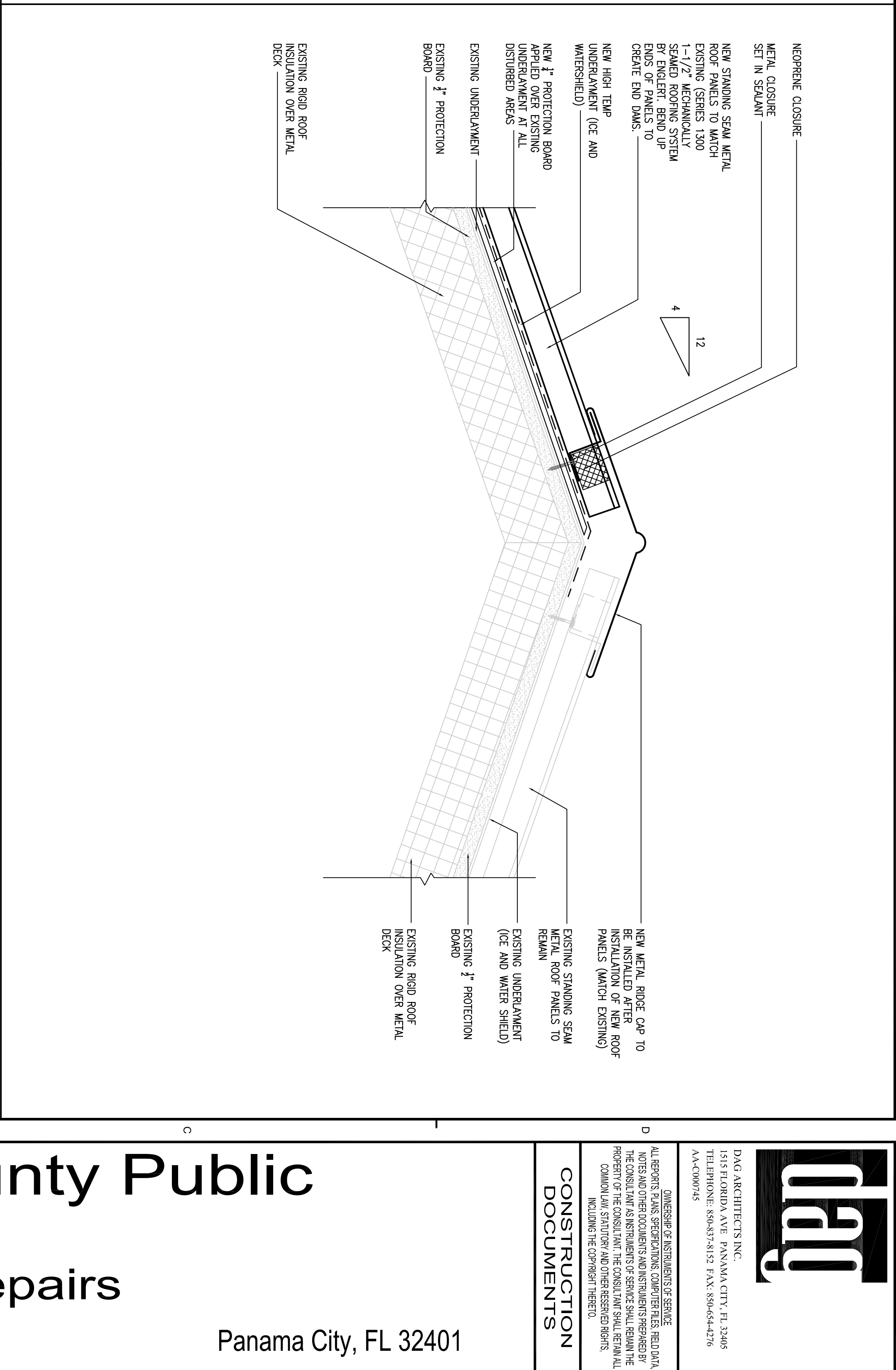
A2 PITCH BREAK DETAIL SCALE: 3\"/>



A1 VALLEY DETAIL SCALE: 3\"/>



A3 RIDGE DETAIL SCALE: 3\"/>



A1 VALLEY DETAIL SCALE: 3\"/>

**EXHIBIT 3**  
**CONTRACTOR'S RESPONSE TO ITB 17-07**

**BID FORM**  
**ITB NO: 17-07**

This proposal of Centennial Roofing Corp., hereinafter called "BIDDER," organized and existing under the laws of the State of Florida doing business as a corporation (Insert "a corporation", "a partnership" or "an individual" as applicable), is hereby submitted to the Board of County Commissioners, Bay County, hereinafter called "OWNER."

In compliance with the Advertisement for Bids, BIDDER hereby proposes to perform all work, as detailed in this bid.

By submission of this BID, each Bidder certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any other competitor.

Contractor agrees to perform the entire work as indicated on the drawings and in compliance with the Contract Documents and Specifications, complete in every detail.

The **Lump Sum Base Bid** is:

One hundred, twenty-two thousand 8<sup>00</sup>/100  
(Words)

(\$ 122,000.00 )

Submitted By: Centennial Roofing Corp.  
Name of Firm/Contractor Submitting This Bid

Bid Prepared By: David Hudlow  
Name of Individual Who Prepared This Bid

Contact Email: office@crcroofs4u.com

Address: 1601 Lisenby Ave. Panama City, FL 32405

Phone: 850. 215-7663

Contractor's License No. CCC 1326168

Paul  
Signature of Authorized Representative of Firm/Contractor

2/3/17  
Date

## ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO. 1

DATED 12/15/16

ADDENDUM NO. \_\_\_\_\_

DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_

DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_

DATED \_\_\_\_\_

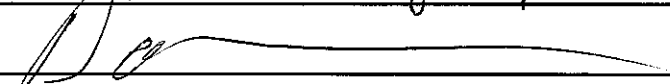
ADDENDUM NO. \_\_\_\_\_

DATED \_\_\_\_\_

Name of Firm:

Centennial Roofing Corp.

Authorized Signature:



Printed Name:

David Hudlow

Title:

President

Date:

2/3/17

It is the responsibility of the firm to ensure that they have received addendums if issued.

Call (850) 248-8270 or email [Purchasing@baycountyfl.gov](mailto:Purchasing@baycountyfl.gov) prior to submitting your bid to ensure that you have received addendums.



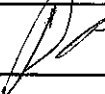
### ANTI-COLLUSION CLAUSE

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:

Centennial Roofing Corp.

Authorized Signature:



Printed Name:

David Hudlow

Title:

President

Date:

2/3/17

## CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all firms, must disclose if any Bay County Board of County Commissioner(s), employee(s), elected officials(s), or any of its agencies is also an owner, corporate officer, agency, employee, etc., of their firm.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your firm), or "no". If yes, give person(s) name(s) and position(s) with your firm.

YES \_\_\_\_\_

NO ✓ \_\_\_\_\_

NAME(S)

POSITION(S)

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

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

Name of Firm:

Centennial Roofing Corp.

Authorized Signature:

[Signature]

Printed Name:

David Hudlow

Title:

President

Date:

2/3./17

## IDENTICAL TIE BIDS/DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals, which are equal with respect to price, quality, and service, are received by the County for the procurement of commodities or contractual services, a submittal 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 firms have a drug-free workplace program. To have a drug-free workplace program, a business shall:

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.

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.

Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

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.

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.

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 the following:

(Check one and sign in the space provided.)

☒ This firm complies fully with the above requirements.

☐ This firm does not have a drug free work place program at this time.

Name of Firm:

Centennial Roofing Corp.

Authorized Signature:

[Signature]

Printed Name:

David Hudlow

Title:

President

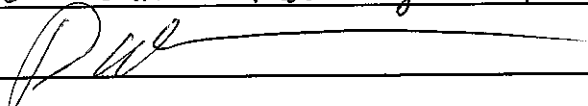
## LOCAL BUSINESS CERTIFICATION

The undersigned, as a duly authorized representative of the firm listed herein, certifies to the best of his/her knowledge, that the firm meets the definition of a "Local Business". "Local Business" is defined as a business which:

1. Has had a fixed office located in and having a street address within Bay County for at least twelve (12) months immediately prior to the issuance of the request for competitive bids or request for proposals by the county, which office shall operate and perform business on a daily basis; and,
2. Is the principle offeror who is a single offeror; a business that is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses; and,
3. If applicable, holds any business license required by Bay County and/or municipality within Bay County.

Business Name: <u>Centennial Roofing Corp.</u>
Current Local Address: <u>1401 Lisenby Ave.</u> <u>Panama City, FL 32405</u>
If the above address has been for less than 12 months, please provide prior address:
Length of time at this address:
Principle Office Address (Home Office): <u>1401 Lisenby Ave</u> <u>Panama City, FL 32405</u>

Name of Firm: Centennial Roofing Corp.

Authorized Signature: 

Printed Name: David Hudlow

Title: President

Date: 2/3/17



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD  
2601 BLAIR STONE ROAD  
TALLAHASSEE FL 32399-0783

(850) 487-1395

HUDLOW, DAVID EARL  
CENTENNIAL ROOFING CORP  
1601 LISENBY AVE  
PANAMA CITY FL 32405

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND  
PROFESSIONAL REGULATION

CCC1326168 ISSUED: 07/04/2016

CERTIFIED ROOFING CONTRACTOR  
HUDLOW, DAVID EARL  
CENTENNIAL ROOFING CORP

IS CERTIFIED under the provisions of Ch.489 FS.  
Expiration date : AUG 31, 2018 L1607040001475

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

CCC1326168

The ROOFING CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2018

HUDLOW, DAVID EARL  
CENTENNIAL ROOFING CORP  
1601 LISENBY AVE  
PANAMA CITY FL 32405



ISSUED: 07/04/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1607040001475

**EXHIBIT 4  
BAY COUNTY  
INSURANCE REQUIREMENTS**

## **BAY COUNTY INSURANCE REQUIREMENTS**

### **1. LOSS CONTROL/SAFETY**

a. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

b. The County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to the County.

c. The Contractor acknowledges that possession, use, or threat of use of weapons or firearms is not permitted on County property, including in the Contractor's vehicles, unless such possession or use of a weapon is a necessary and an approved requirement of the contract.

### **2. DRUG FREE WORK PLACE REQUIREMENTS**

All contracts with individuals or organizations that wish to do business with the Bay County Board of Commissioners, a stipulation will be made in the contract or purchase order that requires contractors, subcontractors, vendors or consultants to have a substance abuse policy. The employees of such contractors, subcontractors, vendors or consultants will be subject to the same rules of conduct and tests as the employees of the Bay County Board of Commissioners. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the County's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the County is not satisfied with the actions of the contractor, subcontractor, vendor, or consultant, the County can exercise its right to bar all of the contractor's, subcontractor's, vendor's, or consultants employees from its premises or decline to do business with the contractor, subcontractor, vendor or consultant in the future. All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of the County's Substance Abuse Policy shall be borne by the contractor, subcontractor, vendor, or consultant.

### **3. INSURANCE - BASIC COVERAGES REQUIRED**

a. The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County, on policies and with insurers acceptable to the County. These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

b. Except for workers' compensation and professional liability, the Contractor's insurance policies shall be endorsed to name the County as an additional insured to the extent of the County's interests arising from this agreement, contract, or lease.

c. Except for workers' compensation, the Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

d. The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

e. Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the County, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

f. **WORKERS' COMPENSATION COVERAGE**

The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor. The Contractor shall provide to the County an Affidavit stating that he meets all the requirements of Florida Statute 440.

**Worker's Compensation – Required limits:**

Coverage A – Coverage will include statutory requirements

Coverage B – Employers Liability

\$500,000 each Person

\$500,000 each Person by Disease

\$500,000 Policy Limit - Disease

g. **GENERAL, AUTOMOBILE AND EXCESS OR UMBRELLA LIABILITY COVERAGE**

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive General Liability and Business Auto policies of the Insurance Services Office. **Minimum limits of \$1,000,000 per occurrence** for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers' compensation Coverage section) and the amount of coverage required.



h. GENERAL LIABILITY COVERAGE

Commercial General Liability - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement contract or lease, and broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. Coverage C, medical payments, is not required.

i. PRODUCTS/COMPLETED OPERATIONS

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

j. BUSINESS AUTO LIABILITY COVERAGE

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

k. EXCESS OR UMBRELLA LIABILITY COVERAGE

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

l. CERTIFICATES OF INSURANCE

1. Required insurance shall be documented in Certificates of Insurance which provide that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. The Certificate Holder will be addressed as the BAY COUNTY BOARD OF COMMISSIONERS, 840 W. 11th Street, Panama City, Florida 32401. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. Each Certificate will address the service being rendered to the County by the Contractor. **The County shall be named as an Additional Insured for both General Liability and Business Auto Liability.**

2. New Certificates of Insurance are to be provided to the County at least 15 days after coverage renewals.

3. If requested by the County, the Contractor shall furnish complete copies of insurance policies, forms and endorsements.

4. For the Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of the liability coverage.

m. **RECEIPT OF INSUFFICIENT CERTIFICATES**

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

**4. ADDITIONAL INSURANCE**

**If checked below, the County requires the following additional types of insurance.**

☐

**Professional Liability/Malpractice/Errors or Omissions Coverage**

The Contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \_\_\_\_\_ per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

☐

**Property Coverage for Leases**

The Contractor shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance.

☐

**Commercial General Liability Increased General Aggregate Limit  
(or separate aggregate)**

Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of \_\_\_\_\_ is required by the County for this agreement or contract.

☐

**Liquor Liability**

In anticipation of alcohol being served, the Contractor shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability (e.g. host or other coverage), the Contractor's agent or insurer should provide written documentation to confirm that coverage already applies to this agreement, contract or lease. If needed coverage is not included in the general/umbrella excess liability policy(ies), the policy(ies) must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.

☐ **Owners Protective Liability Coverage**

For renovation or construction contracts the Contractor shall provide for the County an owners protective liability insurance policy (preferably through the Contractor's insurer) in the name of the County. This is redundant coverage if the County is named as an additional insured in the Contractor's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Contractor's liability coverage limit is used up by other claims.

☐ **Builders Risk Coverage**

Builders Risk insurance is to be purchased to cover subject property for all risks of loss (including theft and sinkhole), subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided. If flood and/or earthquake risks exist, flood and earthquake insurance are to be purchased. If there is loss of income, extra expense and/or expediting expense exposure, such coverage is to be purchased. If boiler and machinery risks are involved, boiler and machinery insurance, including coverage for testing, is to be purchased.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

☐ **Installation Floater Coverage**

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation.

The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

☐ **Motor Truck Cargo Coverage**

If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the Contractor's vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

☒ **Contractor's Equipment Coverage**

Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Contractor. All risks coverage is preferred. The contract may declare self-insurance for contractor equipment.

☐ **Fidelity/Dishonesty/Liability Coverage – Third Party**

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover

dishonest acts of the Other Party's employees resulting in a loss to decedent, i.e. theft of valuables.

☐ **Fidelity/Dishonesty Coverage for Employer (Contractor)**

Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the Contractor's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

☐ **Fidelity/Dishonesty/Liability Coverage for County**

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Contractor's employees resulting in loss to the County.

☐ **Electronic Data Liability Insurance**

The Other Party shall purchase Electronic Data Liability with limits of

☐ **Garage Liability Coverage**

Garage Liability insurance is to be purchased to cover the Contractor and its employees for its garage and related operations while in the care, custody and control of the County's vehicles.

☐ **Garage Keepers Coverage (Legal Liability Form)**

Garage Keepers Liability insurance is to be purchased to cover damage or other loss, including comprehensive and collision risks, to the County's vehicles while in the care, custody and control of the Contractor. This form of coverage responds on a legal liability basis, and without regard to legal liability on an excess basis over any other collectible insurance.

☐ **Damage to Premises Rented/Leased to you- (Legal Liability Form)**

Provide property coverage for leased premises due to liability incurred because the insured's negligence results in fire or explosion. Specified limit of liability required.

☐ **Watercraft Liability Coverage**

Because the Contractor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy coverage Watercraft Liability or Protection and Indemnity.

☐ **Aircraft Liability Coverage**

Because the Contractor's provision of services involves utilization of aircraft, aircraft liability coverage must be provided to include bodily injury and property damage

arising out of ownership, maintenance or use of any aircraft, including owned, non-owned and hired.

The minimum limits of coverage shall be \_\_\_\_\_ per occurrence, Combined Single Limits for Bodily Injury (including passenger liability) and Property Damage.

☐

**Pollution Legal Liability Coverage**

Pollution legal liability insurance is to be purchased to cover pollution and/or environmental legal liability which may arise from this agreement or contract.

☐

**United States Longshoremen and Harbor workers Act Coverage**

The Workers Compensation policy is to be endorsed to include United States Longshoremen and Harbor workers Act Coverage for exposures which may arise from this agreement or contract.

☐

**Jones Act Coverage**

The Workers Compensation policy is to be endorsed to include Jones Act Coverage for exposures which may arise from this agreement or contract.



## Bay County Board of County Commissioners Agenda Item Summary

### EMS Beach Substation Wind Retrofit Change Order

**DEPARTMENT MAKING REQUEST/NAME:**

Public Works Department Keith Bryant, P.E., PTOE, Director

**MEETING DATE:** 3/7/2017

**REQUESTED MOTION/ACTION:**

Board: 1) Approve and authorize Chairman to sign the change order to the Emergency Medical Services (EMS) Beach Substation Wind Retrofit Project in the amount of \$19,950. **(DISTRICT V)**

**AGENDA**

Public Works -  
Consent

**BUDGETED ITEM?** Yes

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

FUNDING FOR ADDITIONAL WORK WILL BE SUPPLIED FROM THE ORIGINAL FEMA GRANT.

**BACKGROUND:**

On November 22, 2016 the Board executed a contract with Hall Contracting & Construction, Inc. for the Emergency Medical Services (EMS) Beach Substation Wind Retrofit Project in the amount of \$ 259,925.00. Funding for the project was supplied by a Federal Emergency Management Agency (FEMA) grant in the amount of \$292,013.

On February 7, 2017 staff issued a change order in the amount of \$8,100 due to unforeseen structural conditions. Additional unforeseen conditions were revealed during demolition that will require additional work to complete the project. The current condition does not allow the proper placement of the roof deck and rafter tails. The solution is to install a steel beam that will provide support for decking and rafter tails allowing the roof system to be constructed as set forth by the approved design drawings.

A change order for the additional work has been negotiated with Hall Contracting & Construction, Inc. and the amount of \$19,950.00 is considered fair and reasonable.



## Bay County Board of County Commissioners Agenda Item Summary

### Renewal of Property Insurance on the Bay County Waste-to-Energy Plant

**DEPARTMENT MAKING REQUEST/NAME:**

Department of Risk Management Eve Tooley, Risk Manager

**MEETING DATE:** 3/7/2017

**REQUESTED MOTION/ACTION:**

Board to approve Renewal of Property Insurance on the Bay County Waste-to-Energy Plant

**AGENDA**

Risk Management - Consent

**BUDGETED ITEM? Yes**

**BUDGET ACTION:**

Already in budget.

**FINANCIAL IMPACT SUMMARY STATEMENT:**

N/A

**BACKGROUND:**

Last year the County had an extensive analysis performed at the Waste-to-Energy Plant to determine current valuations of building and equipment. As a result of the analysis, values were significantly increased.

With that in mind, values for buildings and equipment will be insured as expiring for the upcoming 2017 term. The annual premium for the March 30, 2017 policy term will not exceed \$905,925, a reduction of 7.5%. The decrease is a direct result of the most recent outstanding survey and loss prevention inspection of the Waste-to-Energy facility and its management.



## Bay County Board of County Commissioners Agenda Item Summary

### North Bay Reuse Line NFWFMD Grant Agreement

**DEPARTMENT MAKING REQUEST/NAME:**

Utility Services Benjamin Blitch, P.E., Director

**MEETING DATE:** 3/7/2017

**REQUESTED MOTION/ACTION:**

Board: 1) Approve the Northwest Florida Water Management District (NFWFMD) Grant Agreement No. 17-033 and 2) Authorize the Chairman to execute the agreement.

**AGENDA**

Utility Services - Consent

**BUDGETED ITEM?** Yes**BUDGET ACTION:**

Funds for the project will be budgeted in FY 2018

**FINANCIAL IMPACT SUMMARY STATEMENT:**

The County's portion is estimated at \$500,000.

**BACKGROUND:**

Bay County is continuously working on a long range vision strategy for identifying projects that will improve water quality and that will implement water conservation. Bay County, in cooperation with Gulf Power Company, has identified a potential wastewater reuse line, from the North Bay Wastewater Treatment Facility (NBWWTF) to Gulf Power's Lansing Smith Power Plant, as a way to provide reclaimed treated wastewater to Plant Smith for beneficial reuse.

Currently, the Gulf Power Lansing Smith Power Plant is permitted to draw water from North Bay as its source for cooling water, which is then discharged back to North Bay upon completing the cooling process. Bay County's NBWWTF produces a treated wastewater effluent that is discharged to coastal groundwater through rapid infiltration basins (RIBS). By making reclaimed water available for cooling, the surface water removed from and discharged into North Bay will be reduced and ultimately eliminated, as will the wastewater effluent discharges to coastal groundwater through the RIBS at NBWWTF. This project will reduce environmental impacts to North Bay, St. Andrews Bay, and the groundwater system; reduce regulatory water quality requirements; reduce future treatment plant capital costs; and provide additional revenue in the retail wastewater system.

Based on the project benefits identified, NFWFMD has approved and executed North Bay Wastewater Reuse Grant Agreement No. 17-033 which provides \$500,000 with the county providing matching funds (**Exhibit 1**).

**ATTACHMENTS:**

Description

Type

Exhibit 1 - North Bay Resue NFWFMD Grant Agreement No. 17-033    Exhibit



# **NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AND BAY COUNTY GRANT AGREEMENT**

## **NORTH BAY WASTEWATER REUSE GRANT AGREEMENT NO.17-033**

This Agreement ("Agreement") is made by and between the Northwest Florida Water Management District ("District"), a public entity created by Chapter 373, Florida Statutes, as amended, with an address of 81 Water Management Drive, Havana, Florida 32333, and Bay County ("Grantee"), a Florida local government, with an address of 840 West 11<sup>th</sup> Street, Panama City, Florida 32401, to provide financial assistance for the North Bay Wastewater Reuse project.

In consideration of the mutual benefits to be derived herefrom, the District and the Grantee do hereby agree as follows:

**1. Terms of Agreement**

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Scope of Work**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. References to days in this Agreement shall mean calendar days unless otherwise specified.

**2. Period of Agreement**

This Agreement shall begin upon execution by both parties and shall remain in effect until September 30, 2019. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement. No costs incurred prior to the execution of the Agreement are eligible for reimbursement. This Agreement may be amended to provide for additional services if additional funding is made available and both parties agree, via written amendment to this agreement.

**3. Funding/Invoicing**

- A. The District agrees to provide funding not to exceed five hundred thousand dollars and NO/100 (\$500,000.00) or fifty percent (50%) of the final cost to complete the project, whichever is less, for approved expenses in support of the project, as described in **Attachment A**.
- B. The Grantee agrees to contribute match funding meeting or exceeding fifty percent of the total project cost. Match funds expended for the project are considered eligible match beginning with the District fiscal year in which this agreement was executed. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee.

- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs required for the completion of tasks, to include the submittal and approval of deliverables, identified in **Attachment A**. Invoices may be submitted no more frequently than monthly, shall reflect actual costs incurred, and must be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- D. The Grantee shall submit a written invoice request for payment and supporting documentation consistent with the template attached hereto as **Attachment B**. At a minimum, the invoice and supporting documentation submitted must contain the following information:
  - i. Grantee name and contact information, grant agreement name and number, invoice number, invoice date, invoicing time period, and authorized signature;
  - ii. A description and total dollar amount of funds being requested, and proof of match (where applicable), as organized by task;
  - iii. A narrative description of the work completed for which the funds are being requested, including progress (percent) toward completion of the task;
  - iv. A certification that all work completed and payment requested is for project activities as outlined in this Agreement; and
  - v. Supporting documentation of actual expenses and proof of payment. If cost incurred, proof of payment is not required at the time of invoice submittal but shall be submitted no later than with the next invoice.
- E. The Grantee shall submit, at a minimum, an invoice for all expenses incurred through the District fiscal year (October 1 – September 30) for each fiscal year of the period of agreement. The year-end invoice must be received by the District Project Manager no later than twenty-one (21) days following the end of the District fiscal year.
- F. The District agrees to provide payment within thirty (30) days of the District's receipt and approval of an invoice from the Grantee.

**4. Available Funding**

The District's performance and obligation to pay under this Agreement are subject to the availability of budgeted funds anticipated at the time of execution. Should funding be discontinued or reduced, this Agreement will be terminated or amended, as appropriate, at the sole discretion of the District. In such an event, the Grantee shall be compensated for work or services satisfactorily completed prior to termination or amendment of the Agreement, to the extent of remaining budgeted funds.

5. **Progress Reports**

The Grantee shall complete and submit Progress Reports consistent with **Attachment C, Progress Report Template**, to describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates, and proposed work for the next reporting period. Progress Reports shall be submitted electronically to the District's Project Manager by April 30 and October 30 each year over the term of the agreement. Progress Reports shall cover the activities completed in the six months preceding the month due (October through March; and April through September, respectively). All deliverables produced during the reporting period shall be provided with each report, if not previously provided. The District's Project Manager shall have thirty (30) days to review the required reports and deliverables submitted by the Grantee.

6. **Final Report**

The Grantee shall complete a Final Report to summarize the work performed during the entire project, including: a narrative summary of the project; a financial summary of total project costs; project results; project successes; and lessons learned. Any geographic information systems data, photos, or other data created through this project shall be provided electronically with the Final Report, if not previously provided. The Final Report shall be submitted electronically to the District's Project Manager no later than the end of the Agreement period.

7. **Indemnification**

The District shall have no liability or responsibility to the Grantee, its contractors, any governmental entity, or the employees, agents, representatives, licensees, invitees, and guests of the Grantee and its contractors or any other person or entity associated with the project, and the Grantee shall and hereby agrees to release, indemnify and hold harmless the District against any and all injury, loss, liability, claim, damage and expense whatsoever (including all expenses reasonably incurred in investigating, preparing or defending against any claim whatsoever) including reasonable attorney's fees and expenses, arising out of, based upon or resulting from the Grantee's use of District funds, whether caused by the negligence of any agent, representative, employee, contractor, invitee, permittee, customer or client of the Grantee, the negligence of another or any other third party, or the negligence of the District.

8. **Default/Termination**

- A. The District may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the District shall provide thirty (30) days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the District regarding the reason(s) for termination.
- B. The District or Grantee may terminate this Agreement for convenience by providing the other party with thirty (30) days written notice. If the District terminates the Agreement for convenience, the District shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the

Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.

**9. Remedies/Financial Consequences**

No payment will be made for tasks or deliverables deemed unsatisfactory by the District. In the event that a task or deliverable is deemed unsatisfactory by the District, the Grantee shall re-perform the services needed for completion of a satisfactory task or deliverable, at no additional cost to the District, within fourteen (14) days of being notified of the unsatisfactory task or deliverable. If a satisfactory task or deliverable is not submitted within the specified timeframe, the District will request, in writing specifying the failure of performance under this Agreement, that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the District. All CAPs must be able to be implemented and performed in no more than sixty (60) days.

- A. A proposed CAP shall be submitted within fourteen (14) days of the date of the written request from the District. The proposed CAP shall be sent to the District Project Manager for review and approval. Within ten (10) days of receipt of the proposed CAP, the District shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) days from receipt of the District letter rejecting the proposal to submit a revised proposed CAP.
- B. Upon the District's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the District does not relieve the Grantee of any of its obligations under the Agreement. The Grantee shall implement the CAP until all deficiencies are corrected and do so within sixty (60) days. Reports on the progress of the CAP will be made to the District as requested by the District Project Manager. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the District shall retain the right to require additional or further remedial steps. No actions approved by the District or steps taken by the Grantee shall preclude the District from subsequently asserting any deficiencies in performance.
- C. Failure to respond to a District request for a proposed CAP and failure to correct a deficiency in the performance of the Agreement as specified by the District shall result in the application of financial consequences per Section 215.971(1)(c), F.S. to include a 1 percent reduction in payment applied to the invoice for the respective task or deliverable.

The remedies set forth above are not exclusive and the District reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

**10. Recordkeeping; Audit**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The District, the State, inspector general or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for three (3) years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. The Grantee shall also cooperate with an inspector general in any investigation, audit, inspection, review or hearing, pursuant to Section 20.055(5), Florida Statutes.

**11. Subcontracts**

The Grantee may subcontract work under this Agreement without the prior written consent of the District's Project Manager. The Grantee shall submit a copy of the executed subcontract to the District within fourteen (14) days after execution. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement, including but not limited to: design, permitting, construction, surveying, contract management, land acquisition, legal services, right-of-way acquisition, zoning, replatting, comprehensive plan amendment, code variance, and other services, as necessary. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the District shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

**12. Lobbying Prohibition**

In accordance with Section 216.347, Florida Statutes, expenditure of District grant funds for purposes of lobbying, including of the Legislature, judicial branch, or any state agency, is prohibited.

**13. Compliance with Law**

- A. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations and financial consequences pursuant to Section 215.971(1)(c), Florida Statutes. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
- B. The Grantee will maintain compliance with all District permits throughout the term of this Agreement. Failure to do so will result in an immediate cessation of project activities until compliance has been restored and may include reductions in grant funding in the sole discretion of the District. If compliance cannot be reached within a reasonable timeframe, the District may, at its discretion, terminate this Agreement subject to Section 8.



**14. Notice**

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

**15. Contacts**

The District's Project Manager for this Agreement is identified below:

Christina Coger, Resource Planning Program Manager	
Northwest Florida Water Management District	
81 Water Management Drive	
Havana, FL 32333-4712	
Telephone No.:	(850) 539-5999
E-mail Address:	Christina.Coger@nwfwater.com

The Grantee's Project Manager for this Agreement is identified below:

Ben Blitch, Utilities Services Director	
Bay County Utilities	
3410 Transmitter Rd.	
Panama City, FL 32404	
Telephone No.:	(850) 248-5010
E-mail Address:	bblitch@baycountyfl.gov

**16. Insurance**

To the extent required by law, each contractor shall be required to secure and maintain such insurance as will protect it from claims under the Workers' Compensation Act and from claims for bodily injury, death, or property damage which may arise from the performance of its services under this Agreement.

**17. Conflict of Interest**

The Grantee, together with its shareholders, members, partners, officers, directors, employees, agents and affiliates, covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

**18. Ownership of Property**

The Grantee agrees to own, operate, and maintain any facilities or improvements constructed under this agreement. The Grantee shall ensure that, throughout its useful life, the facilities or improvements are (1) maintained properly and in accordance with applicable federal, state, and local requirements; and (2) kept in reasonable repair so as to prevent undue deterioration and dangerous conditions to public health and the environment.

**19. Amendments**

Any amendment to this Agreement must be consented to in writing by both parties. Notwithstanding any provision of this Agreement to the contrary, any duly executed amendment of this Agreement to extend its term shall be deemed to automatically add or modify, as appropriate, reporting due dates pursuant to Sections 5 and 6 hereof such that the dates are commensurate with the extended term of this Agreement.

**20. Discrimination**

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in the performance of this Agreement.
- B. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid or contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Questions regarding the convicted vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915 or [www.dms.myflorida.gov](http://www.dms.myflorida.gov).
- C. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, Florida Statutes, may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915 or [www.dms.myflorida.gov](http://www.dms.myflorida.gov).

**21. Inspection of Work; Access**

District personnel and its representatives shall, upon reasonable prior notice to Grantee, have access to and may observe and inspect work being performed under this Agreement, including:

- A. Access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

- B. Inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

**22. Public Records Access**

- A. Grantee shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Grantee shall keep and maintain public records required by the District to perform the services under this agreement.
- B. This Agreement may be unilaterally canceled by the District for unlawful refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, Florida Statutes, and Section 24(a), Article I, Florida Constitution.
- C. If the Grantee meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S., [ i.e. an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
  - i. A request to inspect or copy public records relating to this Agreement for services must be made directly to the District. If this District does not possess the requested records, the Grantee must provide the records to the District or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the District within a reasonable time, the Grantee may be subject to penalties under s. 119, F.S. or as otherwise provided by law.
  - ii. Upon request from the District's custodian of public records, Grantee shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 199, F.S., or as otherwise provided by law. All records that are stored electronically must be provided to the District in a format that is compatible with current information systems.
  - iii. Grantee shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the District.



- iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to the District, all public records in possession of Grantee or keep and maintain public records required by the District to perform the services under this Agreement. If the Grantee transfers all public records to the District, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records.

**D. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 539-5999; by email at [ombudsman@nwfwater.com](mailto:ombudsman@nwfwater.com); or by mail at Northwest Florida Water Management District, 81 Water Management Drive, Havana, FL 32333.**

**23. Publicity**

The Grantee agrees to give appropriate credit to the "Northwest Florida Water Management District" for its financial support in any and all press releases, publications, annual reports, video credits, dedications, project signs, and other public communications regarding this Agreement or any of the deliverables associated with the project, the work, and/or this Agreement. The Grantee hereby grants the District the right and authority to publicize the District's financial support for the project in press releases, publications and other public communications.

**24. Execution of Counterparts**

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

**25. Severability**

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

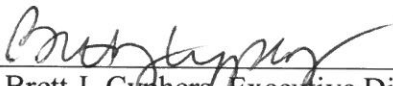
26. **Entire Agreement**

This Agreement constitutes the entire agreement between the District and the Grantee and may be amended or extended only in writing, signed by both the District and the Grantee.

IN WITNESS WHEREOF, the parties have executed this Agreement, the day and year last written below.

**NORTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT**

**BAY COUNTY BOARD OF COUNTY  
COMMISSIONERS**

By:   
Brett J. Cyphers, Executive Director

By: \_\_\_\_\_  
William T. Dozier, Chairman

Date: 2/15/17

Date: \_\_\_\_\_

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Grant Scope of Work (3 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Template (3 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Progress Report Template (1 Page)</u>

## **ATTACHMENT A GRANT SCOPE OF WORK**

**PROJECT TITLE:** North Bay Wastewater Reuse

**PROJECT LOCATION:** The project will be located primarily within the Gulf Power easement between the North Bay Wastewater Treatment facility (NBWWTF), located north of Southport near the intersection of State Road 388 and Highway 77, and the Gulf Power Lansing Smith Power Plant on North Bay in Bay County, Florida. The project is located in the following Section, Township, Ranges: (S17 & S19 T2S R14W), (S25 T2S R15W), (S36 T2S R15W).

**PROJECT BACKGROUND:** Bay County (Grantee) is developing a long range strategy for projects that will improve water quality and that will implement water conservation. In 2013, the Grantee, with cooperation from Gulf Power Company, identified a wastewater reuse line, from the NBWWTF to Gulf Power's Lansing Smith Power Plant, as a way to provide reclaimed water to Plant Smith for beneficial reuse.

Currently, the Gulf Power Lansing Smith Power Plant is permitted to draw water from North Bay as its source for cooling water, which is discharged back to North Bay upon completing the cooling process. Bay County's NBWWTF produces a treated wastewater effluent that is discharged to coastal groundwater through rapid infiltration basins (RIBS). By making reclaimed water available for cooling, the surface water discharged into North Bay will be reduced and ultimately eliminated, as will the wastewater effluent discharges to coastal groundwater through RIBS at NBWWTF. This will reduce or eliminate associated environmental impacts to North Bay, St. Andrews Bay, and the groundwater system.

**PROJECT DESCRIPTION:** The Grantee will design, permit, and construct approximately six miles of reuse line from the NBWWTF to Gulf Power's regional power plant for use in their cooling process. Completion of this project will result in improved water quality in the St. Andrews Bay estuary, reduced nutrient (nitrogen) loading from discharge to groundwater at the NBWWTF, conversion of the NBWWTF to an essentially zero discharge operation, reduced regulatory water quality requirements, and reduced future treatment plant capital improvement costs.

### **TASKS and DELIVERABLES:**

**Payment Request Schedule for All Tasks:** Grantee may submit a payment request for cost reimbursement of expended costs no more frequently than once per month. The interim deliverable(s) and/or final deliverable(s) must be submitted and accepted in writing by the District's Project Manager prior to payment request approval. If partial payment is requested prior to completion of tasks below, a narrative summary of the task progress as indicated by percent complete, as well as any specific interim deliverables listed, must be submitted to the District's Project Manager.

### **Task 1: Construction**

**Task Description:** The Grantee will oversee and construct the North Bay Wastewater Reuse project in accordance with the final design(s) and required permits. Construction of the reuse line included in this Scope of Work is part of a larger project to supply sufficient cooling water to the Gulf Power Lansing Smith Plant. The Grantee does not anticipate that funding under this agreement alone will result in full construction of all six miles of reuse line; work completed under this agreement will complete construction of a portion of the project. Additional funding has been secured to complete this phase of the project and additional work will be completed in the future if an alternative funding source is secured. Construction oversight and management is included as part of this task.

**Deliverable 1a:** Construction completed to date as described in this task, as evidenced by these interim deliverables: 1) Contractor's Application for Payment, 2) Dated color photographs of the construction site(s) of ongoing work representing the time period covered in the payment request; and 3) signed acceptance of the completed work and/or subcontractor deliverables by the Grantee.

Contractor's Application for Payment shall include the following supporting documentation, where applicable:

1. An itemized summary of the materials, labor, and/or services utilized during the period for which payment is being requested.
2. The summary should identify the nature of the work performed; the amount expended for such work; the name of the person/entity providing the service or performing the work; proof of payment of the invoices (where applicable); and evidence of all work conducted for which a request for payment is being made.
3. Evidence may include references to any drafts or partially-complete designs, surveys, environmental documents and/or permit applications, drawings, and specifications (which must be made available upon request); and documentation demonstrating partial completion of construction activities.

**Deliverable 1b:** Construction completed to date as described in this task, as evidenced by these final deliverables: 1) Dated color photographs of the construction site(s) prior to, during, and immediately following completion of the construction task, or of the portion of work completed when the funding supplied by this grant has been fully expended; 2) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project (as applicable); 3) signed acceptance of the completed work by the Grantee; and 4) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the design, or indicating that construction completed as part of the work completed for this project has been completed in accordance with the design.

**Performance Standard:** The District's Project Manager will review the interim and/or final deliverables to verify that it meets the specifications in the Grant Scope of Work and this task description and that work is being performed in accordance with the Grantee's construction contract documents and specifications. A site visit may be conducted by the District Project Manager during or upon completion of construction to verify work activities and deliverables.



**PROJECT TIMELINE:** All tasks and deliverables must be completed on or before the end of the contract period indicated in Section 2 of the Agreement. The anticipated start and end dates may vary, as long as all deliverables and tasks are completed by the end of the agreement.

<b>Task No.</b>	<b>Task or Deliverable</b>	<b>Task Start Date</b>	<b>Task End Date</b>	<b>Deliverable Frequency</b>
1	Construction	October 1, 2016	September 30, 2019	Monthly, or as needed

**PROJECT BUDGET SUMMARY:** The total cost of the project is estimated at \$4,000,000. Grant funding through this Agreement will not exceed \$500,000 and is available for costs to complete the project including construction, construction management and project/grant administration. The Grantee shall provide a minimum of 50 percent match for grant funds expended, per Section 3.B.

<b>Task No.</b>	<b>Task Title</b>	<b>Budget Category</b>	<b>Grant Funding</b>	<b>Match Funding</b>
1	Construction	Contractual Services	\$500,000	\$500,000
	<b>Total</b>		<b>\$500,000</b>	<b>\$500,000</b>

**ATTACHMENT B  
PAYMENT REQUEST TEMPLATE**

[Grantee, Address, Logo, etc.]

INVOICE

Date	Invoice Period	Invoice No.

<b>Bill To:</b> Northwest Florida Water Management District 81 Water Management Drive Havana, Florida 32333  Attn: Christina Coger
---

**Project:**      **NWFWMD Contract Number 17-033**  
                      **North Bay Wastewater Reuse Project**

Date	Item/Activity	Description	Total Expended

**Total Invoice Request                      \$0.00**

Limit of grant agreement	\$000,000.00
Amount previously paid	\$000,000.00
Amount due this invoice	\$000,000.00
Amount of grant agreement remaining after this invoice (Line 1-(Line 2+Line 3))	\$000,000.00

Total Match required	\$00,000,000.00	
Match amount for this invoice	\$00,000,000.00	XX%
Total Match to date	\$00,000,000.00	XX%

\_\_\_\_\_  
Signature of Administrator/Clerk

\_\_\_\_\_  
Date

Summary of Activities Completed for Project #:17-033; Invoice #\_\_\_\_\_

[Insert description of activities and include any deliverables demonstrating work activities (photos, draft/final plans, surveys, reports, permits, etc.) as attachments. If cost-incurred, must include percent complete]

Engineer/Project Manager certification: This certifies that the work described herein was performed for the North Bay Wastewater Reuse Project; NFWFMD Contract Number 17-033.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (print)

<b>Invoice Submittal Checklist</b>	
Invoice containing:	
	Grantee name, address, phone
	Project name
	Contract number
	Invoice number
	Invoice date
	Invoice period
	Summary of activities being invoiced (date, brief description, cost)
	Summary of match
	Signature of Administrator/Clerk <sup>1</sup>
Additional required items:	
	Cover letter with signature of Administrator/Clerk <sup>1</sup>
	Detailed description of activities
	Detailed cost backup documentation <sup>2</sup> - grant
	Detailed cost backup documentation <sup>2</sup> - match
	Any other items required in agreement
	Project manager/engineer certification

<sup>1</sup>Only one signature needed, either on invoice or cover letter.

<sup>2</sup>Examples of cost backup documentation include: copies of receipts for payment, contractor invoices, copies of cleared checks, payroll records, etc. Documentation should include all applicable costs including supplies and materials, legal fees, permit fees, labor, contractors, and equipment. Backup documentation is required for any mandatory match spending.



**ATTACHMENT C  
PROGRESS REPORT TEMPLATE**

Project Name: North Bay Wastewater Reuse Project

Project Number: 17-033

**Progress Report [or Final Report]**

[Report start date] through [report end date]

**[Summary of Requirements below – delete before submitting]**

**Reports:** The Grantee shall complete and submit Progress Reports consistent with **Attachment C, Progress Report Template**, to describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Progress reports shall be submitted electronically to the District's Project Manager by April 30 and October 30 each year over the term of the agreement. Progress reports should cover the activities completed in the six months preceding the month due (October through March; and April through September, respectively). All deliverables produced during the reporting period shall be provided with each report, if not previously provided. The District's Project Manager shall have thirty (30) days to review the required reports and deliverables submitted by the Grantee.

**Final Report:** The Grantee will complete a Final report to summarize the work performed during the entire project, including: a narrative summary of the project; a financial summary of total project costs; project results; project successes; and lessons learned. Any geographic information systems data, photos, or other data created through this project shall be provided electronically with the Final Report, if not previously provided. The Final Report shall be submitted electronically to the District's Project Manager with the final invoice, no later than the end of the Agreement period.

1. Description of project work completed during the reporting period [including contracting, design, etc.];
  - May include: design drawings and project area map (if applicable, note if attached or previously provided); photographic record of project activities and progress to date (if applicable); or other deliverables as indicated in the Scope of Work.
2. Problems encountered and solutions;
3. Work plan and schedule for next phase of project up to the next Progress Report or Final Report. Note any changes to anticipated schedule outlined above; and

Task	Anticipated Completion Date

4. Summary of construction and total project costs to date, itemized by major component.
  - May be text and/or table



## Bay County Board of County Commissioners Agenda Item Summary

### PZ 16-162 Zone Change

**DEPARTMENT MAKING REQUEST/NAME:**

Community Development, Ian Crelling, AICP, Planning Manager

**MEETING DATE:** 3/7/2017

**REQUESTED MOTION/ACTION:**

Board to conduct a quasi-judicial public hearing pursuant to Section 307 of the Land Development Regulations and take action on a proposed zone change, Application No. PZ 16-162. The 1.7 +/- acre site is located northwest corner of Panama City Beach Parkway and N. Lakeshore Drive in the unincorporated area of Panama City Beach **(District V)**.

**AGENDA**

Community Development - Public Hearing

**BUDGETED ITEM?** N/A

BUDGET ACTION:

N/A

FINANCIAL IMPACT SUMMARY STATEMENT:

N/A

**BACKGROUND:**

On February 16, 2017, The Bay County Planning Commission conducted a public hearing to consider a request from Mo Arani to change the zoning of 1.7 +/- acres from the "C-2" Plaza Commercial to the "C-3" General Commercial zone district **(Exhibit 1)**. The subject property is located on the northwest corner of Panama City Beach Parkway and N. Lakeshore Drive in the unincorporated area of Panama City Beach **(District V)**.

The property currently has a General Commercial Future Land Use designation and is located in a commercial area along Panama City Beach Parkway where several General Commercial uses already exist. The subject parcels comply with the minimal dimensional standards specified in Table 6.1 of the Land Development Regulations for the "C-3" zone. Each parcel has approximately 150 feet of frontage along Panama City Beach Parkway. 100-feet of frontage is required in the "C-3" zoning designation.

The property is directly adjacent to residentially zoned properties along the northeast boundaries. Any commercial development would require a minimum 25-foot landscape buffer when directly adjacent to residential zones per Chapter 28 of the Bay County Land Development Regulations.

At the conclusion of the public hearing, the Planning Commission voted 5-0 to find the proposed zone change consistent with the Bay County Comprehensive Plan and Land Development Regulations. Staff concurs with the Planning Commission and recommends the Board conduct a quasi-judicial public hearing pursuant to Section 307 of the Land Development Regulations, approve the proposed amendment, and adopt the attached ordinance **(Exhibit 2)**.

This item has been noticed as a public hearing in accordance with Section 206 of the Land Development Regulations.

**ATTACHMENTS:**

**Description**

Exhibit 1 Application

Exhibit 2 Proposed Ordinance

**Type**

Exhibit

Ordinance

**BAY COUNTY**  
**COMMUNITY DEVELOPMENT DEPARTMENT**  
**PLANNING AND ZONING DIVISION**

840 W. 11<sup>th</sup> Street, Room 2350 - Panama City FL 32401  
Phone: 850-248-8350 - Fax: 850-248-8267  
E-mail: [planning@baycountyfl.gov](mailto:planning@baycountyfl.gov)

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**Agenda Date:** January 19, 2017  
**Application No.:** PZ 16-162 ZC

**Applicant:** Mo Arani  
**Owner:** Mo Arani  
**Appraiser's Parcel Numbers:** 37238-130-000, 37238-000-000

**Project Description:** The applicant is requesting an approval to change the zoning of two parcels totaling 1.7 acres from the "C-2" Plaza Commercial to the "C-3" General Commercial zone.

**Project Location:** The parcels are located on the northwest corner of Panama City Beach Parkway and N. Lakeshore Drive in the unincorporated area of Panama City Beach.

**Parcel Information**

Parcel Size: 1.7 +/- acres  
Land Use Designation: General Commercial  
Zoning: "C-2" Plaza Commercial  
Existing Land Use: Vacant  
Surrounding Land Uses: North: Residential Duplex & Utility Easement; East: Commercial Office;  
South: Panama City Beach Pkwy; West: Vacant Commercial  
Project Site Access: N. Lakeside Drive/Panama City Beach Parkway  
Service Area: Urban & Beaches Special Treatment Zone

**Standards of Review**

In accordance with Section 307.3. of the Bay County Land Development Regulations, the Planning Commission and Board of County Commissioners are required to make the following findings in the affirmative prior to approving any proposed zone change.

1. The proposed zone change is consistent with the Comprehensive Plan in that the proposal is within the proper land use category shown on the Future Land Use Map, complies with all standards and criteria associated with that category, and the application is not inconsistent or in conflict with the Plan, Policy 3.2.1, as follows:
  - a. Potential for threat to the health, safety, and welfare of the general public;
  - b. Potential to create public nuisance(s);
  - c. Site suitability;
  - d. Compatibility between zones;
  - e. Consistency with the Comprehensive Plan;
  - f. Availability of infra-structure facilities and services;
  - g. Would not create "spot" zoning; and

- h. Criteria specified in Table 3A of the Comprehensive Plan.
- 2. Whether or not the application for zone change represents a logical and consistent extension of present uses in the general area of the property involved.
- 3. Granting the application for zone change will not adversely affect other properties in the general vicinity of the property involved.
- 4. The impact of the rezoning to the environment or natural resources, and the impact upon concurrency issues and requirements.
- 5. Granting the application for zone change will not interfere, contradict, or conflict with the infrastructure improvement plans of Bay County or any other governmental agency, or otherwise create a physical or financial burden for Bay County.

### **Analysis & Discussion**

The applicant is requesting approval to rezone the subject property from "C-2" to "C-3". The property currently has a General Commercial Future Land Use designation and is located in a commercial area along Panama City Beach Parkway where several General Commercial uses already exist.

The proposed "C-3" zone allows a variety of commercial uses including retail centers, convenience stores, gasoline stations, pharmacies, professional services, wholesale trade and warehousing. A maximum of 60 percent impervious coverage and 200 percent floor area ratio is allowed in the Beaches Special Treatment Zone. The subject parcels comply with the minimal dimensional standards specified in Table 6.1 of the Land Development Regulations for the "C-3" zone. Each parcel has approximately 150 feet of frontage along Panama City Beach Parkway. 100-feet of frontage is required for the C-3 zoning designation. The proposed zone district implements the existing General Commercial Comprehensive Plan land use designation as specified in Table 3.1 of the Land Development Regulations.

The property is directly adjacent to residentially zoned properties along the north east boundaries. Any commercial development would require a minimum 25-foot landscape buffer when directly adjacent to residential zones per Chapter 28 of the Bay County Land Development Regulations.

Based on this analysis staff feels that the proposed zone change is consistent with Section 307.3 of the Bay County Land Development Regulations and consistent with the surrounding area.

### **Staff Recommendation**

It is therefore recommended the Commission:

1. Find the proposed zone change, Application No. PZ 16-162, consistent with Comprehensive Plan and Land Development Regulations, and
2. Forward a recommendation to the Bay County Board of County Commissioners to approve the proposed zone change.

# Application to Amend the Bay County Zoning Map

(Please type or print clearly)

File No.:

P216-162

Date Received:

DEC - 6 2016

## A) Applicant Information

<b>Owners name:</b>	Mr. Mo Arani, P.E.	<b>Authorized agent:</b>	
<b>Mailing address:</b>	2095 N. Collins Blvd. Suite 100 Richardson, Texas 75080	<b>Mailing address:</b>	
<b>E-mail:</b>	decDallas@aol.com	<b>E-mail:</b>	
<b>Telephone:</b>	(972)644-0640	<b>Telephone:</b>	
<b>FAX:</b>	(972)644-4204	<b>FAX:</b>	

Attach a letter from the property owner granting authorization if an agent is submitting application.

## B) Requested Zone Change

Change from:

C-2

Existing zoning

to:

C-3

Proposed zoning

## C) Site Information

<b>Address/location of proposed site:</b>	Located at the intersection of SR 30A and N Lakeshore Drive on the west side of Lakeshore Drive in Laguna Beach
<b>Property ID number(s):</b>	37238-130-000 ; 37238-000-000
<b>Property size (acres / square feet):</b>	1.721 acres
<b>Future Land Use Map designation:</b>	General Commercial

A legal description must be attached in order for an application to be considered complete. Please include a survey if available. Provide an 8.5 X 11 copy.

A copy of a signed deed or other instrument documenting legal interest in the property to be amended must be attached for application to be considered complete. Provide an 8.5 X 11 copy.

Two aerial photographs obtained from the Bay County Property Appraisers Office which identifies the subject property and all property within a 500 foot radius of the subject property must be attached to this amendment application. Provide an 8.5 X 11 copy.

**D) Review Fee Attached:**

1. Zone Change: \$1,450

**E) Site Information**

<b>Current property use</b>	Vacant Commercial
<b>FIRM Zone &amp; Panel No.</b>	Zone X in Panel No. 281 of 517
<b>Wetlands</b>	None
<b>Aquifer Recharge</b>	Priority 4
<b>Coastal Area</b>	Gulf Coastal Plain
<b>Wildlife Habitat</b>	4340: Upland Mixed - Coniferous / Hardwood
<b>Surrounding land uses North:</b>	Multi-Family
<b>South:</b>	N/A
<b>East:</b>	Single-Family
<b>West:</b>	Vacant Commercial

**F) Utilities**

Applicants must provide information as to how the site will have access to potable water, sewage disposal, solid waste disposal, roads, and stormwater control.

**1. Water and Sewer Service:****a. Potable Water Service**

<b>Provider</b>	<b>Permitted capacity (gallons per day – gpd)</b>	<b>Current demand - gpd</b>	<b>Available capacity – gpd</b>
Panama City Beach	See Attached Letter from PCB Utilities	See Attached Letter from PCB Utilities	See Attached Letter from PCB Utilities
Private Well (s)____	N/A		

Current potable water demand of site under existing designation: 0 gpd

Anticipated potable water demand if amendment is approved: 4,250 gpd



b. Sanitary Sewer Service/Wastewater Treatment

<b>Provider*</b>	<b>Permitted capacity - gpd</b>	<b>Current demand - gpd</b>	<b>Available capacity - gpd</b>
Panama City Beach	See Attached Letter from PCB Utilities	See Attached Letter from PCB Utilities	See Attached Letter from PCB Utilities
Septic tanks or other individual on-site systems _____	N/A		

\* If wastewater is to be treated using a package system, please fill-in "Package Plant" in the provider column and state the capacity of the proposed system in the second column.

Current wastewater demand of site under existing designation: 0 \_\_\_\_\_ gpd

Anticipated wastewater demand if amendment is approved: 4,250 \_\_\_\_\_ gpd

**Note:** If potable water and sewage disposal is to be through a provider other than Bay County, then the applicant must attach a letter from the proposed provider certifying that adequate capacity and immediate hookups are available to the site.

**2. Stormwater:** Describe how stormwater will be controlled and treated:

Stormwater runoff will be collected and routed to an onsite stormwater management facility to attenuate and provide pollution abatement in accordance with State and County standards, prior to discharge offsite.

**If rezoning to a higher density the following information must be included:**

**3. Transportation:** Use professionally acceptable methodology to determine the impacts of proposed development on transportation infrastructure. A traffic study shall be required if the proposed development will impact a facility at or near its maximum acceptable level of service, and/or if the proposed development will generate 100 or more trips in the peak hour (Land Development Regulations Section 2008-6, 7). The Traffic Impact Analysis (TIA) must be performed using a traffic micro-simulation model



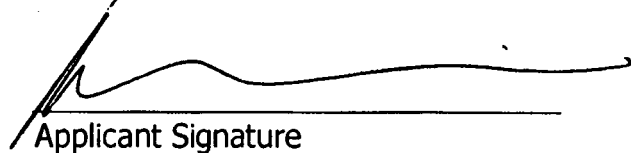


## I) Certification and Authorization

- (1) By my signature, I certify that the information contained in this application is true and correct and understand that deliberate misrepresentation of such information will be grounds for denial and reversal of this application and or revocation of any approval based on this application.
- (2) I authorize County staff to enter upon my property at any reasonable time for the purpose of site inspection.
- (3) I authorize the placement of a public notice sign on my property at a location to be determined by County staff.
- (4) I Mo Arani (print name) as the property owner or authorized property owner representative have read and understand the attached information concerning Application for Amendment to the Bay County Zoning Map.

Mo Arani

Applicant Name (Type or Print)

  
Applicant Signature

President, Design Engineering & Consulting, Inc.

Title and Company (if applicable)

10/24/2016  
Date

# **ZONING MAP AMENDMENT APPLICATION COMPLETENESS CHECKLIST**

Planning and Zoning Staff will only accept complete applications.

<b>Requirements</b>	<b>Check if Complete</b>
<b>Complete Application Form</b>	X
<b>\$1,450.00 Fee</b>	X
<b>Letter of Authorization (If Necessary)</b>	N/A
<b>Site Plan (8.5 X 11 copy)</b>	X
<b>Signed Deed to Property (8.5 X 11 copy)</b>	X
<b>Survey/Map of Property (8.5 X 11 copy)</b>	X
When submitting an application, please submit COPIES of any original documents – the documents may get folded, hole-punched, or stapled.	

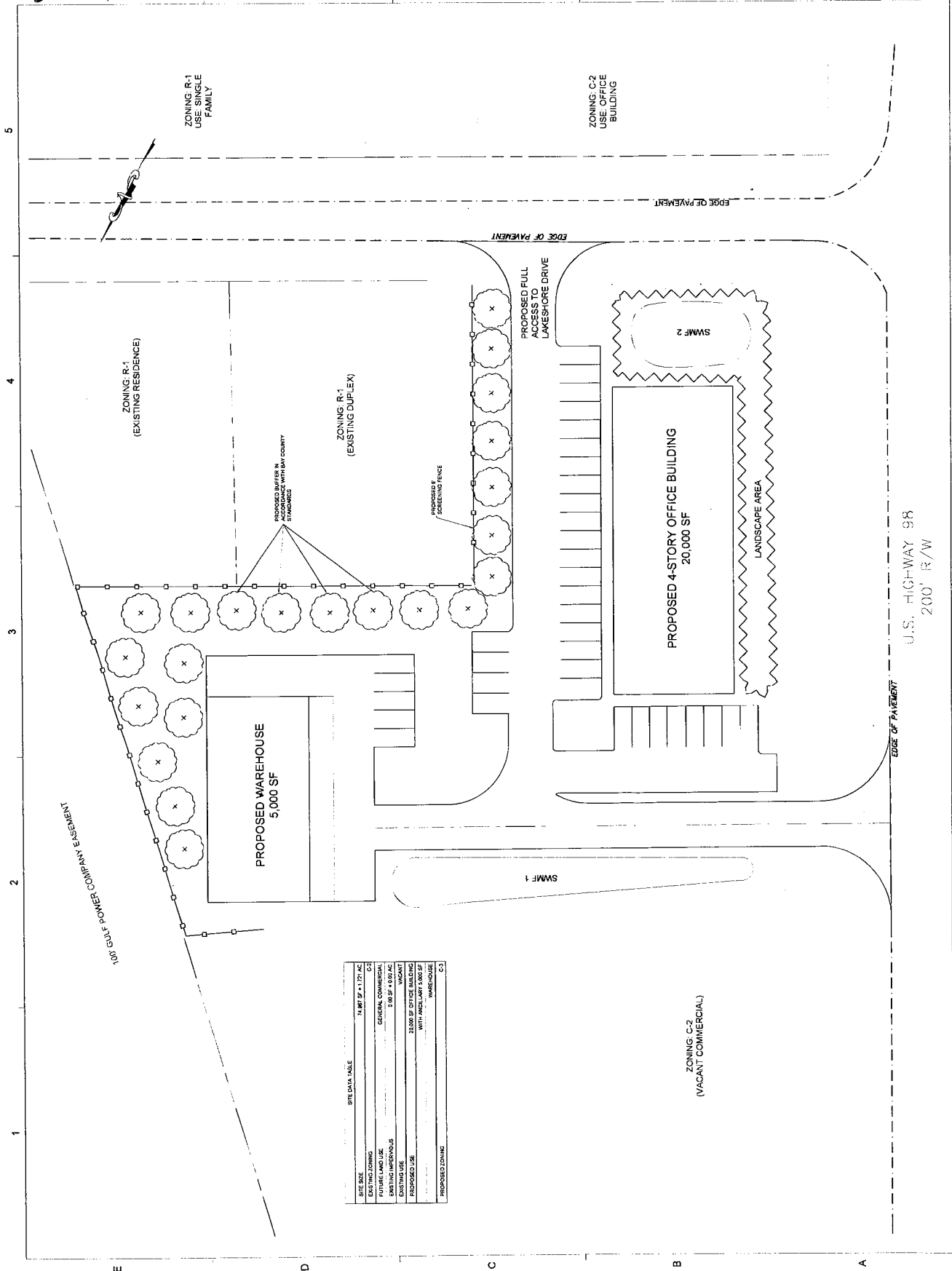


**BAY COUNTY COMMUNITY DEVELOPMENT DEPARTMENT  
PLANNING AND ZONING DIVISION  
840 West 11<sup>th</sup> Street, Room 2350  
Panama City, Florida 32401  
(850) 248-8250 FAX (850) 248-8267  
e-mail: [planning@baycountyfl.gov](mailto:planning@baycountyfl.gov)**

NO.	DESCRIPTION	DATE

DRAWN BY	W. CHEVILLOT
APPROVED BY	J. BRITAIN
CHECKED BY	J. BRITAIN
DATE	OCTOBER 2016

SITE PLAN



SITE DATA	
USE	14.86 SF ± 171 AC
EXISTING ZONING	C-2
FUTURE LAND USE	GENERAL COMMERCIAL
EXISTING IMPROVEMENTS	1.08 SF ± 4.00 AC
EXISTING USE	VACANT
PROPOSED USE	20,000 SF OFFICE BUILDING WITH ANCILLARY 5,000 SF WAREHOUSE
PROPOSED ZONING	C-2

\* PLEASE NOTE: PROPOSED LANDSCAPING SHOWN HERE IS FOR REFERENCE. FINAL LANDSCAPING AND BUFFER WILL MEET COUNTY MINIMUM REQUIREMENTS

Prepared By and Return To:  
Amber Page, Escrow Closer (SP\$ 160,000.00)  
Bonney & Associates, PA  
445 Grace Avenue  
Panama City, FL 32401

File No. 2013.1412T

Property Appraiser's Parcel I.D. (folio) Number(s)  
37238-000-000

### **SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED made this October 7, 2013 by Centennial Bank existing under the laws of Arkansas, and having its principal place of business at 1515 East Highway 50, Clermont, Florida 34711, hereinafter called the grantor and Mo R. Arani whose post office address is 2095 N. Collins Blvd. Suite 100, Richardson, Texas 75080, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representative and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the grantor, for and in consideration of the sum of \$ 10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all the certain land situated in Bay County, Florida, viz:

As shown on Exhibit A which is attached hereto and incorporated herein by reference.

Subject to encumbrances, easements and restrictions of record and taxes for December 31, 2012.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor.

**SPECIAL WARRANTY DEED**  
(Continued)

IN WITNESS WHEREOF, the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers duly authorized, the day and year first above written.

Signed, sealed and delivered in our presence:

Connie Bacher  
(Witness Signature)  
Connie Bacher  
(Print Name of Witness)  
Nicole Sanders  
(Witness Signature)  
Nicole Sanders  
(Print Name of Witness)

Centennial Bank

By: Meresa Lankford  
Its: Sr. Vice President

Address:

1515 East Highway 50

Clermont, Florida 34711

STATE OF Florida  
COUNTY OF Lake

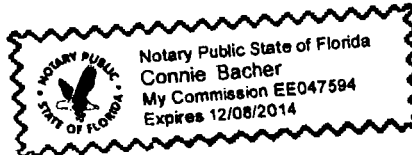
I, the undersigned, a Notary Public of the County and State first above written, do hereby certify that Meresa Lankford, as Sr. Vice President on behalf of Centennial Bank, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 2 day of Oct, 2013.

Connie Bacher  
Notary Public

My Commission Expires: 1208.14

(SEAL)



**SPECIAL WARRANTY DEED**  
(Continued)

**EXHIBIT A**

PARCEL ONE B: COMMENCE AT THE NORTHEAST CORNER OF SAND DOLLAR ESTATES AS RECORDED IN PLAT BOOK 14, PAGE 83, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE S29°49'43"W ALONG THE EAST LINE OF SAID PLAT AND THE SOUTHERLY EXTENSION FOR 967.20 FEET TO THE SOUTH R/W LINE OF A 100 FOOT GULF POWER COMPANY EASEMENT AND THE POINT OF BEGINNING; THENCE CONTINUE S29°49'43"W FOR 350.85 FEET TO THE NORTHERLY R/W LINE OF PANAMA CITY BEACH PARKWAY (200' R/W); THENCE N60°11'10"W ALONG SAID R/W LINE 150.32 FEET; THENCE LEAVING SAID R/W RUN N25°34'47"E. 298.39 FEET TO THE SOUTHERLY R/W LINE OF SAID GULF POWER COMPANY EASEMENT; THENCE S77°21'51"E ALONG SAID R/W LINE 180.38 FEET TO THE POINT OF BEGINNING.

**Prepared By and Return To:**

Amber Pagem Escrow Officer (SP\$ 105,000.00)  
Bonney & Associates, PA  
445 Grace Avenue  
Panama City, FL 32401

**File No.** 2013.1438T

**Property Appraiser's Parcel I.D. (folio) Number(s)**  
37238-130-000

---

**WARRANTY DEED**

THIS WARRANTY DEED dated October 31, 2013, by Margaret Ann Hallisey, whose post office address is 501 W. Gulf Blvd., Panama City Beach, Fl. 32413, hereinafter called the grantor, to Mo R. Arani, whose post office address is 2095 N. Collins Blvd, Richardson, TX. 75080, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all the certain land situated in Bay County, Florida, to wit:

As shown on Exhibit A which is attached hereto and incorporated herein by reference.

Subject to easements, restrictions, reservations and limitations of record, if any.

TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to: December 31, 2012



**WARRANTY DEED**  
(Continued)

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Amber Page  
(Witness Signature)

Amber Page

Erin Harper  
(Witness Signature)

Erin Harper

Margaret Ann Hallisey  
Margaret Ann Hallisey

501 W. Gulf Blvd.

(Address)

Panama City Beach, Fl. 32413

(Address)

STATE OF Florida  
COUNTY OF Bay

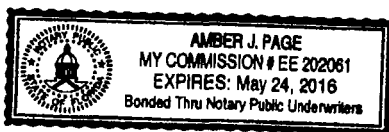
I, the undersigned, a Notary Public of the County and State first above written, do hereby certify that Margaret Ann Hallisey personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 31st day of October, 2013.

Amber J. Page  
Notary Public

My Commission Expires:

(SEAL)



## **WARRANTY DEED**

(Continued)

### **EXHIBIT A**

Commencing at the Southwest Corner of the Northwest Quarter of the Northwest Quarter of Section 11, Township 3 South, Range 17 West, Bay County, Florida; run thence S87 degrees 54'01"E, 3474.59 feet to a point on the Westerly right-of-way line of a proposed 60 foot street; thence S29 degrees 48'51"W, along said Westerly right-of-way line, 1239.06 feet to the Point of Beginning; continue thence S29 degrees 48'51"W along said Westerly right-of-way line, 155.49 feet to a point on the Northerly right-of-way line of State Road 30-A; thence N60 degrees 11'00"W, along said Northerly right-of-way line, 145.00 feet; thence N29 degrees 48'51"E, 155.51 feet; thence S60 degrees 11'09"E, 145.00 feet to the Point of Beginning. Also known as Lot 13.

The land described herein is not the homestead of the grantor, and neither the grantor nor the grantor's spouse, nor anyone for whose support the grantor is responsible, resides on or adjacent to said land.

**DESCRIPTION OF PARCEL:**

[illegible][illegible]

**STAFF'S NOTES:**

[illegible]

I HEREBY CERTIFY THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND METS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 461-1.5, FLORIDA ADMINISTRATIVE CODE, PLANNED TO BECOME EFFECTIVE, FLORIDA STATUTES.

**RECEIVED DRAINING**

**DATE OF SURVEY**

**12-3-13**

**HILCH & WILMINGTON  
PLUMBER, LEAD, SINKS, TUBS  
COUNTESS, No. 3072**

**THE**  
**NEW**  
**WORLD**  
**OF**  
**THE**  
**21ST**  
**CENTURY**

**ADDRESS: PANAMA CITY BEACH MARTINITY**

**SURVEY FOR  
REAL ESTATE**

**County Wide Surveying, Inc.**

7 JONG AVENUE SUITE F PANAMA CITY, FL 32401  
 LB No. 3929

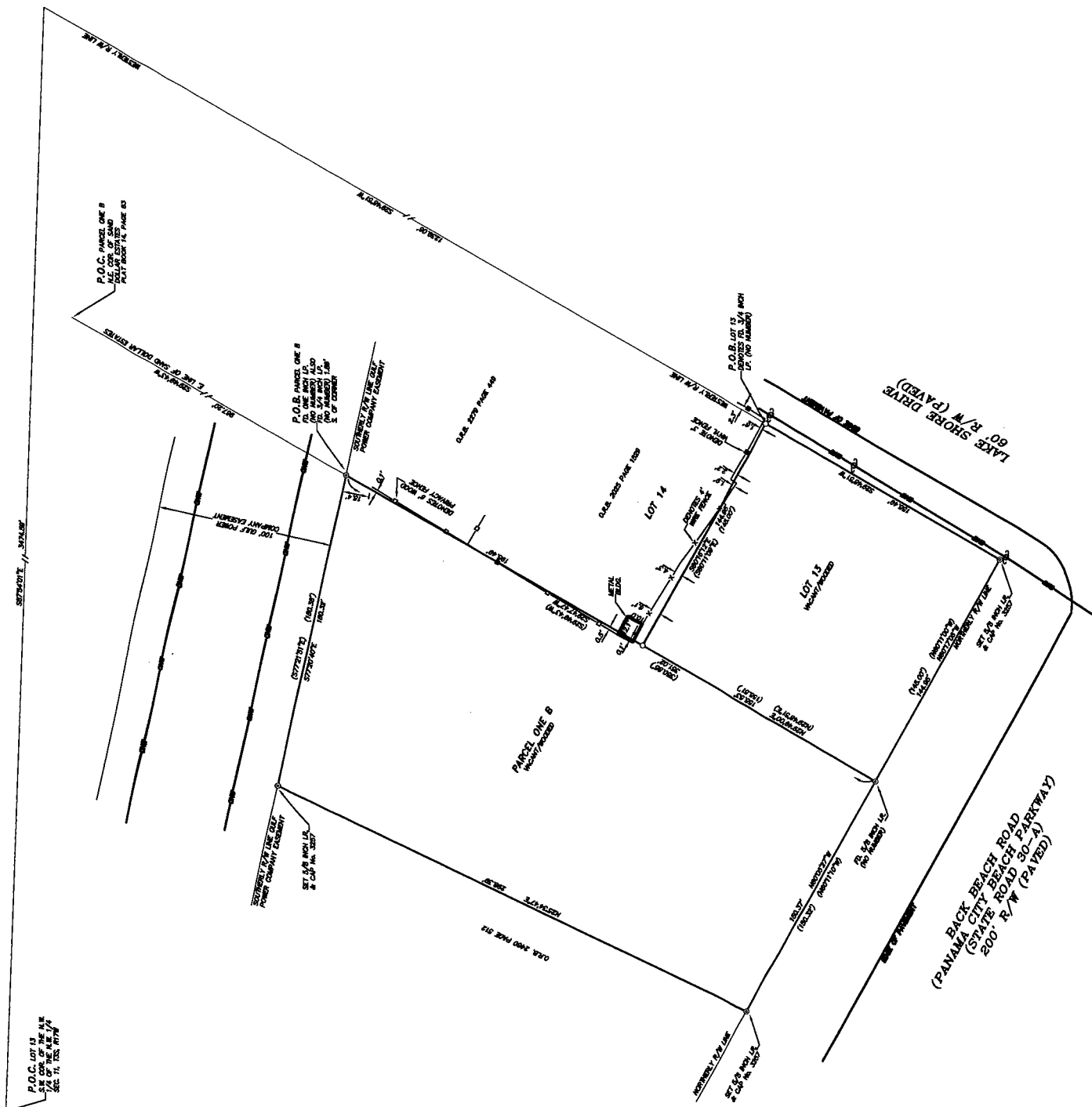
Source No. (cont)	750-0200	750-0201	750-0202	750-0203	750-0204	750-0205	750-0206	750-0207	750-0208	750-0209	750-0210	750-0211	750-0212	750-0213	750-0214	750-0215	750-0216	750-0217	750-0218	750-0219	750-0220	750-0221	750-0222	750-0223	750-0224	750-0225	750-0226	750-0227	750-0228	750-0229	750-0230	750-0231	750-0232	750-0233	750-0234	750-0235	750-0236	750-0237	750-0238	750-0239	750-0240	750-0241	750-0242	750-0243	750-0244	750-0245	750-0246	750-0247	750-0248	750-0249	750-0250	750-0251	750-0252	750-0253	750-0254	750-0255	750-0256	750-0257	750-0258	750-0259	750-0260	750-0261	750-0262	750-0263	750-0264	750-0265	750-0266	750-0267	750-0268	750-0269	750-0270	750-0271	750-0272	750-0273	750-0274	750-0275	750-0276	750-0277	750-0278	750-0279	750-0280	750-0281	750-0282	750-0283	750-0284	750-0285	750-0286	750-0287	750-0288	750-0289	750-0290	750-0291	750-0292	750-0293	750-0294	750-0295	750-0296	750-0297	750-0298	750-0299	750-0300
Source No. (cont)	750-0301	750-0302	750-0303	750-0304	750-0305	750-0306	750-0307	750-0308	750-0309	750-0310	750-0311	750-0312	750-0313	750-0314	750-0315	750-0316	750-0317	750-0318	750-0319	750-0320	750-0321	750-0322	750-0323	750-0324	750-0325	750-0326	750-0327	750-0328	750-0329	750-0330	750-0331	750-0332	750-0333	750-0334	750-0335	750-0336	750-0337	750-0338	750-0339	750-0340	750-0341	750-0342	750-0343	750-0344	750-0345	750-0346	750-0347	750-0348	750-0349	750-0350	750-0351	750-0352	750-0353	750-0354	750-0355	750-0356	750-0357	750-0358	750-0359	750-0360	750-0361	750-0362	750-0363	750-0364	750-0365	750-0366	750-0367	750-0368	750-0369	750-0370	750-0371	750-0372	750-0373	750-0374	750-0375	750-0376	750-0377	750-0378	750-0379	750-0380	750-0381	750-0382	750-0383	750-0384	750-0385	750-0386	750-0387	750-0388	750-0389	750-0390	750-0391	750-0392	750-0393	750-0394	750-0395	750-0396	750-0397	750-0398	750-0399	750-0400	

NOT FOR DISSEMINATION FURNISHED BY CLIENT

**THE ONLY ALTERNATIVE TO CONCRETE BLOCK WALLING OF SUBURBS ALONG THE WESTLY R/W**

N/A

— P.B. N/A PAGE N/A CHECKED BY NW DR





[illegible]

DRAWN BY	W CHEVILLOT
APPROVED BY	J BRITTAIN
CHECKED BY	J BRITTAIN
DATE	DECEMBER 2016





BAY COUNTY PROPERTY  
APPRAISER AREAL  
REZONING APPLICATION

JEFFREY BRITAIN, P.E. 56269  
EU 0003754

PRELIMINARY DOCUMENTS  
NOT FOR CONSTRUCTION

SCALE

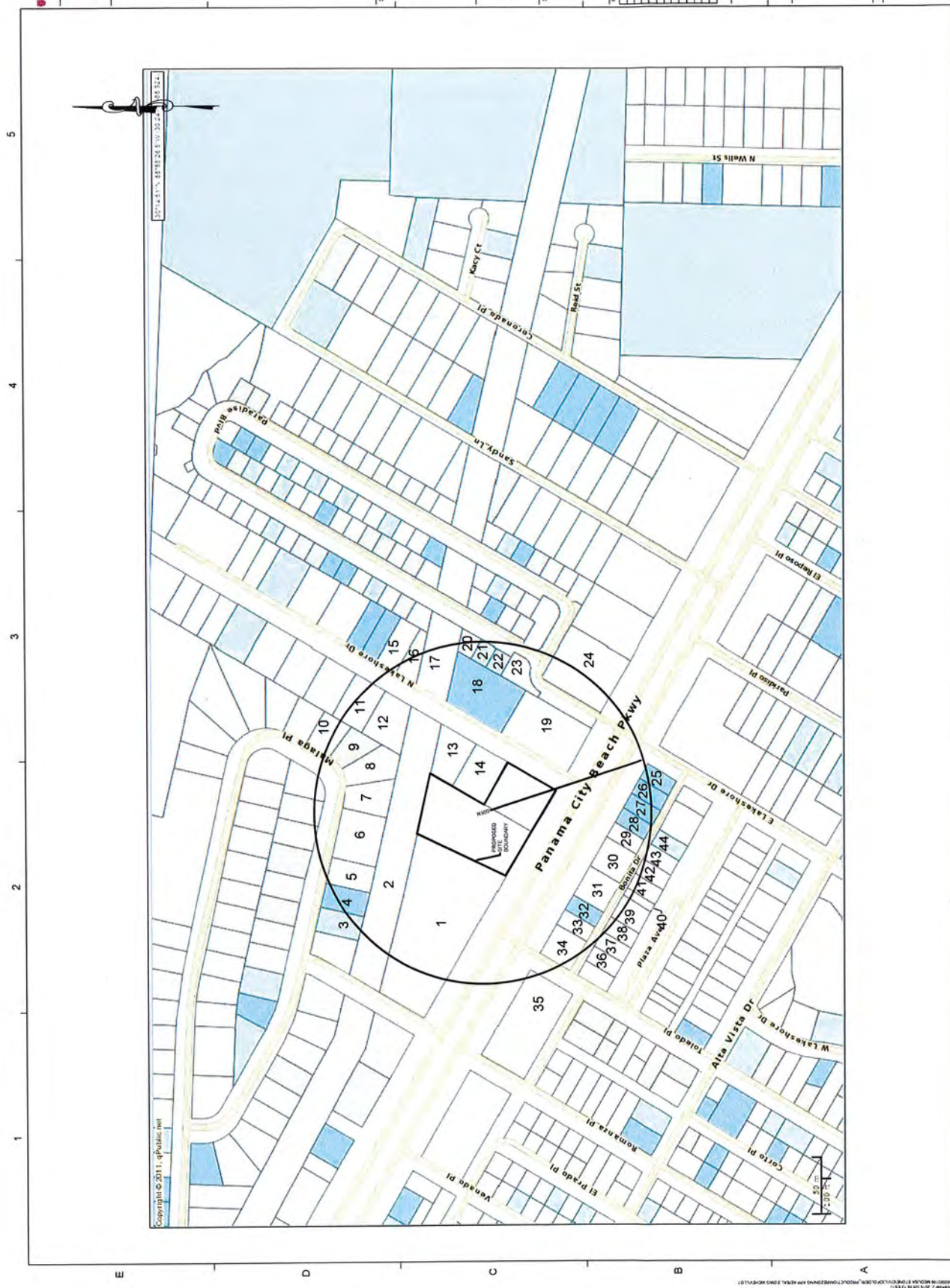
[illegible]

DRAWN BY *	W CHEVILLOT
APPROVED BY	J BRITAIN
CHECKED BY	J BRITAIN
DATE	DECEMBER 2016

AERIAL 2

PROJECT NO.	5082196
-------------	---------

SHEET NO.



PROPERTY	OWNER
1	SEMMES, BILLIE GARRETT
2	GULF POWER CO.
3	ATKINS, THOMAS
4	SERRANO, JOSE ELISEO M ETAL
5	LEDBETTER, CHARLOTTE A
6	STARLING, W FRANK
7	ALUMS, LARRY T.
8	CHAMBLES, HEATHER A PRESTRIDGE
9	DAVIDSON, ROBERT E
10	NEWMAN, BONNIE
11	WALKER, KEN & JUDY
12	WELCH, GARY A
13	MEADE, ROBERT W & CHERYL A
14	CARPENTER, CARRIE JEAN
15	VELEZ, FRANK O
16	VELEZ, FRANK O
17	GULF POWER CO.
18	SWEEZEY, HARRY & GWENDOLYN L
19	BROWN, JOE D
20	HENDERSON, MICHELLE CHERIE
21	GARCIA, MIGUEL A LOUZAN
22	CHAPMAN, JAMES ALPHAEUS
23	PARADISE GROVE OWNERS' ASSOC
24	RASO, JANET S. ETAL
25	ML RE COMM, LLC.
26	ML RE COMM, LLC.
27	ML RE COMM, LLC.
28	FERNANDEZ, HUGO WILLIAM CERNA
29	SOUTHERN BELL TEL & TEL CO
30	DUBOSKY, MARK S
31	DUBOSKY, MARK S
32	PATE, DAVID ALLEN
33	GULF PROPERTIES OF ALABAMA INC
34	GULF PROPERTY OF ALA INC
35	GULF PROPERTY OF ALA INC
36	SMITH, DIANE
37	KLECK, DEBBIE
38	CASH, MARY B
39	DUBOSKY, MARK S
40	DUBOSKY, MARK SMITH
41	DENSMORE, BRENDA M.
42	MADANI, SAIED M
43	PRUPAS, STEVE A & MARTA L
44	JONES, ERIC RONALD II

# ATTACHMENT

---

Utilities

**OCEAN PLANTATION SUBDIVISION  
LIFT STATION CALCULATIONS  
PREBLE-RISH, INC. PROJECT NO. 325.009**

**I. AVERAGE DAILY FLOW (ADF)**

SOURCE	NUMBER OF UNITS	UNIT FLOW (GPD/UNIT)	AVERAGE DAILY FLOW (GAL)	EQUIVALENT POPULATION (#OF PEOPLE)
<b>OFFICE BUILDING</b>				
(PER WORKER)		20	0	0.00
(PER 100 S.Q. FOOT)	200	20	4000	40.00
<b>COMMERCIAL</b>				
(PER S.Q. FOOT OF FLOOR SPACE)	5000	0.05	250	2.50
<b>ACTUAL FLOW</b>				
A) DATA FROM MUNICIPALITY			0	0.00
			(GAL)	EQUIVALENT POPULATION
<b>TOTAL</b>			<b>4250</b>	<b>42.50</b>

**AVERAGE DAILY FLOW (ADF)= 2.95 GPM**  
**PEAK FACTOR= 4.0**  
**PEAK FLOW RATE (PFR)= 11.81 GPM**

**II. MINIMUM REQUIRED FLOW**

		INTERIOR DIAMETER
FORCE MAIN SIZE (LARGEST)=	10	IN 9.866
MINIMUM FLOW FOR SCOURING (2.5 FPS)=	595.7	GPM
MINIMUM REQUIRED FLOW (MRF)=	1.3	CFS
	595.7	GPM





# PANAMA CITY BEACH

Home of the World's Most Beautiful Beach

November 28, 2016

Mr. Jeff Brittain, P.E.  
Dewberry- Preble Rish, Inc.  
203 Aberdeen Parkway  
Panama City, FL 32405

Re: Water and Wastewater Capacity Availability  
Bay County Parcel No. 37238-130-000

Dear Mr. Brittain:

In accordance with your request this is to provide a water and sewer capacity availability for the referenced parcel. As of this date, the City has the necessary water and wastewater treatment capacity to serve the proposed, four story office building and warehouse development with the following demands you provided:

Potable Water: 4,250 gallons per day maximum daily consumptive use and a 35 gpm fire flow with 1-hour duration (2,100 gallons total).

Wastewater: 4,250 gallons per day maximum daily flow

Treatment capacity will not be reserved until impact fees are paid and therefore cannot be guaranteed at a later date. Existing utilities in this area are generally shown in the enclosed excerpt from City utility maps. As indicated, water service is available from a six inch main along the eastern property limit. Sewer and reclaimed water service are available from 12-inch and 20-inch mains respectively along the southern property line.

Receipt of this letter does not constitute approval of the project or authorization to begin construction. Written authorization to begin construction of water and sewer utilities will be provided after project plans and specifications have been approved. Other regulatory permits may also be required prior to construction.

If you have any questions, feel free to call me at (850) 233-5100 ext 2321.

Sincerely,

Mark E. Shaeffer, P.E.  
Utilities Engineer

Enc.

cc: A. Shortt, P.E. - Utilities Director

Mayor  
Gayle F. Oberst

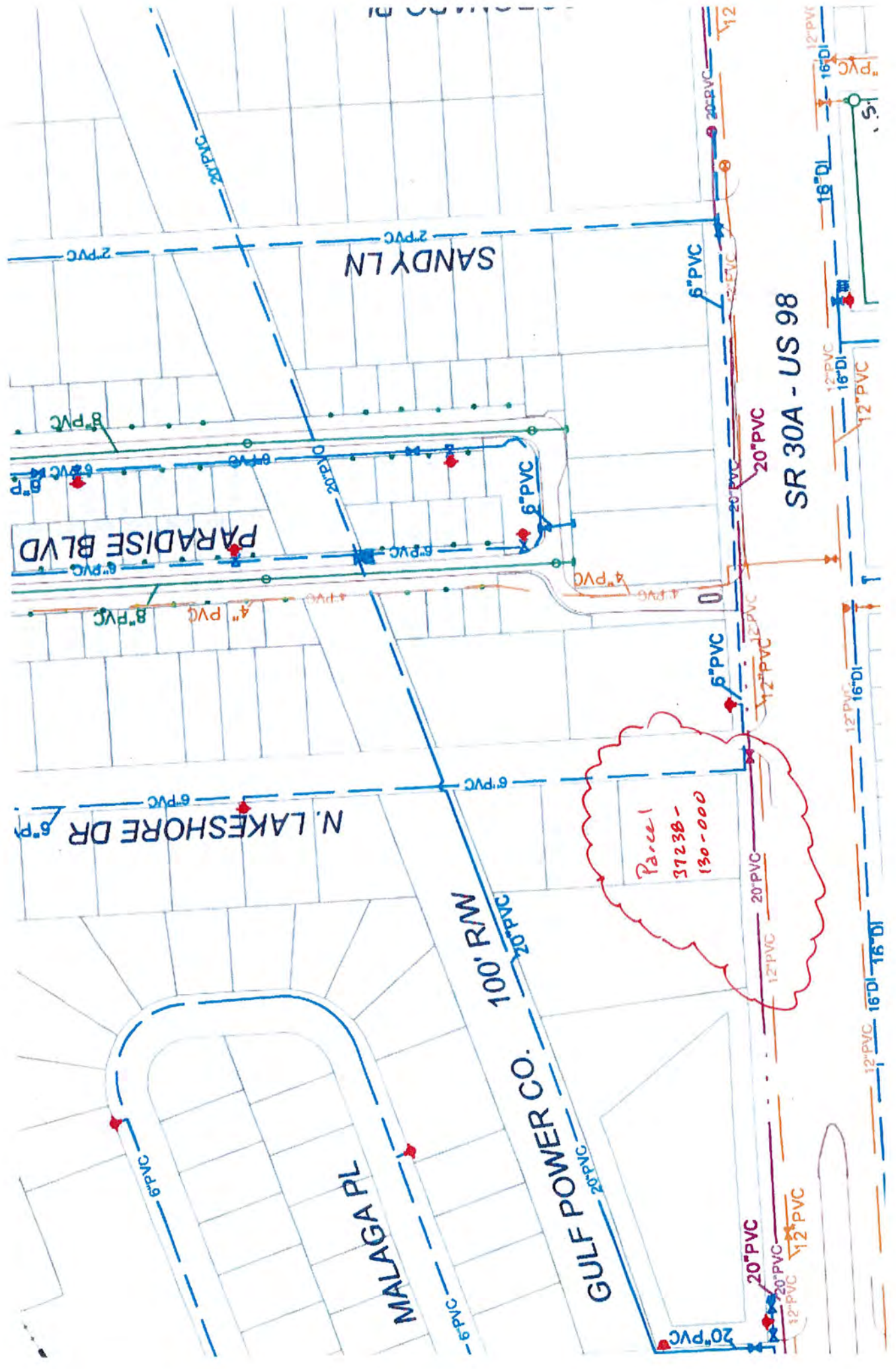
Vice Mayor  
Rick Russell

Council  
John Reichard Keith Curry  
Josie B. Strange

City Attorney  
Doug Sale Amy Myers

City Manager  
Mario Gisbert

City Clerk  
Holly J. White



Parcel  
37238-  
130-000

SR 30A - US 98

SANDY LN

PARADISE BLVD

N. LAKE SHORE DR

MALAGA PL

GULF POWER CO.

100' RW

# ATTACHMENT

---

Transportation



## ITE Trip Generation Rates - 9th Edition

## Pass-by rates from ITE Trip Generation Handbook - 2nd Edition

(copyrights, Institute of Transportation Engineers)

**Instructions:** Enter Expected Unit Volumes into Column 'M'

Notes on Color Coding at Bottom

Description/ITE Code	Units	ITE Vehicle Trip Generation Rates (peak hours are for peak hour of adjacent street traffic unless highlighted)										Expected Units	Total Generated Trips						Total Distribution of Generated Trips					
		Weekday		AM		PM		Pass-By		AM In			AM Out		PM In		PM Out		Pass-By		PM Out		Pass-By	
General Light Industrial 110	KSF <sup>2</sup>	6.97	0.92	0.97		88%	12%	12%	88%	35	5	5	4	1	0	1	4	0						
General Office 710	KSF <sup>2</sup>	11.03	1.56	1.49		88%	12%	17%	83%	221	31	30	27	4	0	5	25	0						

**RED Rates** = CAUTION - Use Carefully - Small Sample Size**Green Rates** = Peak Hour of Generator - (no peak rate for the rush hour of adjacent street traffic)**Blue Rates** = Saturday Daily total - (no weekday daily rate)

Added to 9th Edition

\*Pass-By % are Rates from Weekday PM Peak Period

\*The Total Pass-By Trips will be Distributed: 50% IN / 50 % OUT

NA = Not Available KSF<sup>2</sup> = Units of 1,000 square feet

DU = Dwelling Unit

Fuel Position = the number of vehicles that could be fueled simultaneously

Occ.Room = Occupied Room

# BAY COUNTY CONCURRENCY MANAGEMENT SYSTEM - STATE ROADS

ROAD		STATE ROAD AND SEGMENT	Road Segment ID	FUNC CLASS	NO. LNS	FACILITY TYPE	LOS AREA	# OF SEG	SEQ. MILE	LOS (STD)	COUNT STA +	2014 AADT	AVG	CURRENT LOS	AVAILABLE CAPACITY (based on LOS not included)	% of capacity adopted LOS AADT	10% Maximum Adopted LOS	Thrs Added to AADT	New AADT	Decisional LOS		
SR 20																						
SR 20 (Segment is on the interstate system)	Washington Co. Line to SR 77	71	Principal Arterial	2	Undivided	Trans.	1	7.88	0.127	14,100	249	3,000		B	11,100	155	776	15,510	3,000	B	Yes	
SR 20 (Segment is on the interstate system)	SR 77 to US 231	72	Principal Arterial	2	Undivided	Trans.	1	15.7	0.044	14,100	1921	1,754		B	12,346	155	776	15,510	39	1,793	B	Yes
SR 20	US 231 to Calhoun Co. Line	73	Principal Arterial	2	Undivided	Trans.	0	2.45	0	14,100	1	3,800		B	10,300	155	776	15,510	3,800	B	Yes	
SR 22																						
SR 22 - 3rd St	East Ave to Bus 98	74	Urban Collector	2	Undivided	Urbanized	1	0.48	2.083	15,300	1622	3,200		C	12,000	167	836	16,720	3,200	C	Yes	
SR 22 - 3rd St	Bus 98 to Transmitter Road/CR 2027	75	Minor Arterial	2	Undivided	Urbanized	1	0.56	1.786	16,500	5016	11,000		C	5,500	182	908	18,150	11,000	C	Yes	
SR 22	Transmitter Rd to Tyndal Ferry	76	Minor Arterial	2	Undivided	Urbanized	2	1	2.0	15,300	5192	9,600		D	15,200	167	836	16,720	10,600	D	Yes	
SR 22	Tyndal Pkwy to Star Ave	77	Minor Arterial	2	Undivided	Urbanized	2	1.51	1.32	16,500	5185	14,000		C	1,250	182	908	18,150	17,349	F	Yes	
SR 22 (Ired by Co.)	Star Ave to CR 2297	78	Minor Arterial	2	Undivided	Urbanized	0	4.06	0	16,500	1625	4,800		B	9,700	182	908	18,150	3,115	9,915	C	Yes
SR 22 (Ired by Co.)	CR 2297 to UB	79	Minor Arterial	2	Undivided	Urbanized	0	0.52	0	16,500	260	4,000		B	12,500	182	908	18,150	461	4,461	B	Yes
SR 22 (Ired in State CMAQ)	Star Ave to UB	80	Minor Arterial	2	Undivided	Trans.	0	4.42	0	14,100	260	4,000		B	10,100	155	776	15,510	2,614	6,614	B	Yes
SR 22	UB to Gulf Co Ln	81	Minor Arterial	2	Undivided	Trans.	0	6.2	0	14,100	260	4,000		B	10,100	155	776	15,510	461	4,461	B	Yes
SR 30A (US 98)																						
SR 30A (US 98)	Walton Co Ln to Phillips Inter (west approach)	82	Principal Arterial	4	Divided	Urbanized	0	0.85	0	64,300	284	18,000		B	46,300	707	3,537	70,730	18,042	B	Yes	
SR 30A (US 98)	Phillips Inter (west approach) to Front Beach Rd	83	Principal Arterial	4	Divided	Urbanized	1	0.71	1.408	36,700	284	18,000		B	18,700	404	2,019	40,370	19,212	B	Yes	
SR 30A (US 98)	PCB Parkway Front Beach Rd to Waterloo Ln	84	Principal Arterial	4	Divided	Urbanized	0	2.3	0	36,700	216	17,700		B	19,000	404	2,019	40,370	21,729	B	Yes	
SR 30A (US 98)	Waterloo Ln to Cobb Rd	85	Principal Arterial	4	Divided	Urbanized	0	2.5	0	36,700	275	22,000		B	14,700	404	2,019	40,370	22,425	B	Yes	
SR 30A (US 98)	Cobb Rd to SR 79 (a new left turn lane at Summer Street)	86	Principal Arterial	6	Divided	Urbanized	1	0.95	1.053	55,300	276	27,500		B	25,800	608	3,042	60,830	29,500	B	Yes	
SR 30A (US 98)	SR 79 to Mandy Ln	87	Principal Arterial	6	Divided	Urbanized	0	0.7	0	55,300	275	38,500		B	16,800	608	3,042	60,830	38,500	B	Yes	
SR 30A (US 98)	Mandy Ln to Beckwith Rd	88	Principal Arterial	4	Divided	Urbanized	5	4.5	1.111	36,700	277	42,500		F	16,800	404	2,019	40,370	42,554	F	No	
SR 30A (US 98)	Beckwith Rd. to Oyler Inter (west approach)	89	Principal Arterial	4	Divided	Urbanized	1	2.93	0.341	36,700	203	34,500		C	2,200	404	2,019	40,370	34,566	C	Yes	
SR 30A (US 98)	Oyler (WA) to Highway Bridge (WA)	90	Principal Arterial	6	Divided	Urbanized	0	0.71	0	55,300	100	44,500		C	8,800	608	3,042	60,830	46,500	C	Yes	
SR 30A (US 98)	Highway Bridge (WA) to 23rd St	91	Principal Arterial	6	Divided	Urbanized	2	1.29	1.439	55,300	1609	53,000		F	1,700	608	3,042	60,830	57,000	F	Yes	
SR 30A (US 98)	23rd St to Black Ave	92	Principal Arterial	4	Divided	Urbanized	2	1.67	1.198	36,700	5092	34,500		D	200	404	2,019	40,370	36,500	D	Yes	
SR 30A (US 98)	Black Ave to Liberty Ave	93	Principal Arterial	4	Divided	Urbanized	2	1.13	1.77	36,700	5004	31,250		C	5,450	404	2,019	40,370	31,250	C	Yes	
SR 30A (US 98)	Liberty Ave to US 23 (Harrison Ave)	94	Principal Arterial	4	Divided	Urbanized	4	1.41	2.837	30,200	1615	30,833		D	2,367	365	1,826	36,520	30,833	D	Yes	
SR 30A (US 98)	US 23 (Harrison Ave) to SR 77	95	Principal Arterial	4	Divided	Urbanized	1	0.6	1.667	36,700	5040	23,000		B	13,700	404	2,019	40,370	23,000	B	Yes	
SR 30A (US 98)	SR 77 to Transmitter Rd	96	Principal Arterial	4	Divided	Urbanized	3	2.54	1.181	36,700	1620	27,000		B	9,700	404	2,019	40,370	27,561	B	Yes	
SR 30A (US 98)	Transmitter Rd to Wewoka Highway/SR 22	97	Principal Arterial	4	Divided	Urbanized	2	2.33	0.858	36,700	5193	33,750		C	2,950	404	2,019	40,370	33,750	C	Yes	
SR 30A (US 98)	SR 22 to Boat Race Rd	98	Principal Arterial	4	Divided	Urbanized	3	1.51	1.967	36,700	5194	27,500		C	7,200	404	2,019	40,370	29,500	C	Yes	
SR 30A (US 98)	Boat Race Rd. to Du Pont Bridge (WA)	99	Principal Arterial	4	Divided	Urbanized	2	1.92	1.042	36,700	5181	18,500		B	16,200	404	2,019	40,370	20,500	B	Yes	
SR 30A (US 98)	Du Pont Bridge (WA) to Boat Race Inter (WB)	100	Principal Arterial	4	Divided	Urbanized	2	2.22	0.901	36,700	1624	19,300		B	17,400	404	2,019	40,370	19,300	B	Yes	
SR 30A (US 98)	Boat Race Inter (WB) to Gulf Co Ln	101	Principal Arterial	2	Undivided	Trans.	2	16.7	0.12	14,100	214	4,300		B	7,800	155	776	15,510	6,300	B	Yes	



# **BAY COUNTY CONCURRENCY M**

ROAD	STATE ROAD AND SEGMENT	ROAD SEGMENT ID	2014 PEAK HOUR VOLUME	PEAK DIRECTION	%100' Factor	%100' Factor	LOS (SD) MAX PEAK VOL	2014 PEAK VOLUME	CURRENT LOS	AVAILABLE CAPACITY (based on LOS not included)	% of capacity of adopted LOS Peak	110% Maximum Volume of Adopted LOS	Trip Admix Peak-Hour	New Peak LOS	New Peak Volume	De minimus Impact Scored	AADT Service Volumes						Peak Hour 2-way Service Volumes						
																	A	B	C	D	E	F	A	B	C	D	E	F	
SR 20																													
SR 20 Segment 1 on the intrastate system	Washington Co. Line to SR 77	71	302	157	10.06	52	19.36	(C)	302	B	1,068	15	1,507		B	302	Yes	8,900	14,100	15,200				860	1,370	1,480			
SR 20 Segment 1 on the intrastate system	SR 77 to US 231	72	175	104	9.95	59.38	11.42	(C)	175	B	1,195	15	1,507	4	B	179	Yes	8,900	14,100	15,200				860	1,370	1,480			
SR 20	US 231 to Cahoon Co. Line	73	367	191	9.66	52.00	18.22	(C)	367	B	1,003	15	1,507		B	367	Yes	8,900	14,100	15,200				860	1,370	1,480			
SR 22																													
SR 22 - 3rd St	East Ave to Bus 96	74	326	170	10.19	52.00	6.17	1,480	326	C	1,154	16	1,628		C	326	Yes		10,500	15,200	16,200			1,020	1,480	1,570			
SR 22 - 3rd St	Bus 96 to Transmitter Road/CR 2327	75	1,121	583	10.19	52.00	6.17	1,600	1,121	C	479	18	1,760		C	1,121	Yes	9,600	15,400	16,500				930	1,500	1,600			
SR 22	Transmitter Rd to Tynodall Pkwy	76	1,080	562	10.19	52.00	6.17	1,480	1,080	D	400	16	1,628		D	1,080	Yes		10,500	15,200	16,200			1,020	1,480	1,570			
SR 22	Typical Pkwy to Star Ave	77	1,554	808	10.19	52.00	6.17	1,600	1,554	D	46	18	1,760	211	F	1,765	No	9,600	15,400	16,500				930	1,500	1,600			
SR 22 (used by Co.)	Star Ave to CR 2297	78	693	360	10.19	52.00	6.56	1,600	693	B	907	18	1,760	313	C	1,006	Yes	9,600	15,400	16,500				930	1,500	1,600			
SR 22 (used by Co.)	CR 2297 to US	79	386	201	9.66	52.00	6.17	1,600	386	B	1,214	18	1,760	15	B	401	Yes	9,600	15,400	16,500				930	1,500	1,600			
SR 22 (used by State CMS)	Star Ave to US	80	386	201	9.66	52.00	6.17	1,600	386	B	984	15	1,507		B	180	Yes	8,900	14,100	15,200				860	1,370	1,480			
SR 22	US to Gulf Co Ln	81	386	201	9.66	52.00	6.17	1,370	386	B	984	15	1,507		B	386	Yes	8,900	14,100	15,200				860	1,370	1,480			
SR 30A (US 98)																													
SR 30A (US 98)	Watson Co Ln to Philon's inlet (west approach)	82	1,674	870	9.3	52.00	6.51	6,040	1,674	B	4,366	66	6,644	12	B	1,686	Yes	34,300	49,600	64,300	72,800			3,320	4,660	5,040	6,540		
SR 30A (US 98)	Philon's inlet (west approach) to Front Beach Rd	83	1,674	870	9.3	52.00	6.51	3,560	1,674	B	1,886	39	3,916	162	B	1,836	Yes	29,200	35,500	36,700				2,840	3,440	3,540			
SR 30A (US 98)	PCB Parkway Front Beach Rd to Wisteria Ln	84	1,446	856	9.3	52.00	6.92	3,560	1,446	B	1,914	39	3,916	621	B	2,267	Yes	29,200	35,500	36,700				2,840	3,440	3,540			
SR 30A (US 98)	Wisteria Ln to Cobb Rd	85	2,045	1,048	9.3	52.00	5.34	3,560	2,045	B	1,312	37	3,916	62	B	2,081	Yes	39,200	53,500	60,200				4,330	6,120	6,520			
SR 30A (US 98)	Cobb Rd to SR 79 (new start/turn at Summer Street)	86	2,744	1,427	9.3	52.00	6.34	5,360	2,744	B	2,417	59	5,896		B	2,744	Yes	45,000	53,700	55,300				4,370	5,200	5,340			
SR 30A (US 98)	SR 79 to Marody Ln	87	3,581	1,842	9.3	52.00	5.59	5,360	3,581	B	1,780	59	5,896		B	3,581	Yes	45,000	53,700	55,300				4,370	5,200	5,340			
SR 30A (US 98)	Marody Ln to Beach Rd	88	3,953	2,055	9.3	52.00	6.34	5,360	3,953	F	(393)	39	3,916	107	F	4,060	No	29,200	35,500	36,700				2,840	3,440	3,540			
SR 30A (US 98)	Beach Rd to River (west approach)	89	3,209	1,668	9.3	52.00	6.34	5,360	3,209	C	302	39	3,916	41	C	3,250	Yes	29,200	35,500	36,700				2,840	3,440	3,540			
SR 30A (US 98)	River (WA) to Highway Bridge (WA)	90	4,962	2,580	10.67	52.00	3.87	5,360	4,962	C	398	59	5,896	(56)	C	4,926	Yes	45,000	53,700	55,300				4,370	5,200	5,340			
SR 30A (US 98)	Highway Bridge (WA) to 22nd St	91	5,301	2,757	9.3	52.00	3.87	5,360	5,301	D	59	59	5,896	(22)	D	5,280	Yes	45,000	53,700	55,300				4,370	5,200	5,340			
SR 30A (US 98)	22nd St to Beach Ave	92	3,395	1,765	9.3	52.00	3.87	3,660	3,395	C	166	39	3,916		C	3,395	Yes	29,200	35,500	36,700				2,840	3,440	3,540			
SR 30A (US 98)	Beach Ave to Liberty Ave	93	2,906	1,511	9.3	52.00	4.06	3,660	2,906	C	654	39	3,916		C	2,906	Yes	29,200	35,500	36,700				2,840	3,440	3,540			
SR 30A (US 98)	Liberty Ave to US 231/Harrison Ave	94	3,142	1,634	10.19	52.00	4.26	3,400	3,142	C	258	37	3,740		C	3,142	Yes		25,000	33,300	35,100			2,400	3,200	3,400			
SR 30A (US 98)	US 231/Harrison Ave to SR 77	95	2,344	1,219	10.19	52.00	4.76	3,800	2,344	B	1,216	39	3,916		B	2,344	Yes	29,200	35,500	36,700				2,840	3,440	3,540			
SR 30A (US 98)	SR 77 to Transmitter Rd	96	2,751	1,431	10.19	52.00	4.47	3,560	2,751	B	809	39	3,916	55	B	2,806	Yes	29,200	35,500	36,700				2,840	3,440	3,540			
SR 30A (US 98)	Transmitter Rd to Wewoka Highway/CR 22	97	3,439	1,788	10.19	52.00	3.48	3,560	3,439	C	121	39	3,916		C	3,439	Yes	29,200	35,500	36,700				2,840	3,440	3,540			
SR 30A (US 98)	SR 22 to Boat Race Rd.	98	3,006	1,563	10.19	52.00	3.48	3,560	3,006	C	554	39	3,916		C	3,006	Yes	29,200	35,500	36,700				2,840	3,440	3,540			
SR 30A (US 98)	Boat Race Rd. to Du Pont Bridge (NA)	99	2,089	1,086	10.19	52.00	4.41	3,560	2,089	B	1,471	39	3,916		B	2,089	Yes	29,200	35,500	36,700				2,840	3,440	3,540			
SR 30A (US 98)	Du Pont Bridge (NA) to Moon Gate/Typical AFB	100	1,967	1,023	10.19	52.00	4.92	3,560	1,967	B	1,593	39	3,916		B	1,967	Yes	29,200	35,500	36,700				2,840	3,440	3,540			
SR 30A (US 98)	Moon Gate/Typical AFB to Gulf Co. Ln	101	609	316	9.66	52.00	8.45	1,370	609	B	761	15	1,507		C	1,266	Yes	8,900	14,100	15,200				860	1,370	1,480			

# ATTACHMENT

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Project Information/Justification





PROPOSED ZONING CHANGE APPLICATION  
JUSTIFICATION NARRATIVE  
MEDUSA STONE  
PARCEL ID: 37238-000-000 & 37238-000-130  
December 2016

The Owner desires to change the Zoning of the Site from the current C-2 zoning to C-3 zoning for the purpose of developing the site for an office building and a warehouse facility. The following paragraphs address the items in Section G of the Bay County Re-Zoning Application:

a) The proposed zoning change is consistent with the Bay County Comprehensive Plan. The proposed change is within the proposed land use category as shown on the Comprehensive Plan Future Land Use Map, and complies with the standards and criteria associated with that category. The proposed rezoning is not inconsistent with nor in conflict with any of the following Comp Plan, Policy 3.2.1 of the FLU elements:

i. The proposed development is not a threat to the health, safety and welfare of the general public. The proposed development will not negatively impact any emergency services capacity or require any special attention from local public services. The proposed rezoning will not require upgrades to any of the current utility infrastructure in the area, and adequate capacity is available in the Panama City Beach Potable Water Distribution System and Wastewater Treatment Facility. The proposed development will treat stormwater runoff onsite to State and County requirements prior to discharging stormwater offsite.

ii. The proposed rezoning change will not create a public nuisance. The proposed change would allow for a use that is consistent with the current Office Use directly across the street.

iii. Site Suitability. The location of the proposed subject parcel, fronting US Highway 98, is ideal for the proposed rezoning and land uses. Along major corridors such as US Hwy 98, it is desirable to have office and commercial uses fronting the major road, with residential uses further away from the major road right-of-way. The site is suitable for the proposed rezoning as the southern property line abuts US Highway 98, and the northern property line abuts an approximate 100-ft Power line easement, separating the proposed C-3 zoning from the Single family residential area to the north. There are two (2) R-1 zoned properties adjacent to the north eastern corner of the proposed site, but a screening fence and vegetative buffer are proposed to create a feel of separation between the two uses. Please see the enclosed Conceptual Site Plan.

iv. Compatibility between zones. The proposed rezoning is compatible with the adjacent uses and zones. The parcel to the east of the site across North Lakeshore Drive is an existing Office



Use. The proposed uses for the subject parcel are Office Use and Warehouse Use. The parcel adjacent to the west property line is currently zoned C-2. Therefore, the proposed rezoning to C-3 zoning and proposed Office and Warehouse Uses are compatible with the existing and proposed Uses along US Hwy 98 in this area. As stated above, the northern property line abuts a 100-ft Power Line Right-of-Way, which creates a buffer to the existing residential uses north of the site. Please see enclosed Zoning Exhibit and FLU Exhibit following this narrative.

v. Consistency with Comprehensive plan. The proposed rezoning is consistent with the County's Comprehensive Plan. The proposed uses are consistent with the purpose of the General Commercial Land Use Category of providing areas for the continuation, expansion and creation of business enterprise. The location of the proposed parcel, fronting US Highway 98, is ideal for the proposed rezoning and land uses. Along major corridors such as US Hwy 98, it is desirable to have office and commercial uses fronting the major road, with residential uses further back from the major road right-of-way. An existing residential development is located north of the proposed site. A 100-ft power right-of-way separates the existing residential neighborhood from the proposed rezoning parcels. The proposed re-zoning and development of the proposed site is consistent with this approach, the County's Comprehensive Plan and the County's LDR. Please see enclosed FLU Exhibit following this narrative.

vi. Availability of Infrastructure facilities and services. As stated earlier, the proposed rezoning will not require upgrades to any of the current utility infrastructure in the area, and adequate capacity is available in the Panama City Beach Potable Water Distribution System and Wastewater Treatment Facility. Please see enclosed letter from the City of Panama City Beach regarding adequate capacity for water and wastewater.

vii. Would not create "spot" zoning. The proposed rezoning does not create a "spot" zoning situation where the parcel becomes an "island" of commercial use surrounded by incompatible uses. As stated earlier the proposed rezoning is consistent and compatible with adjacent C-2 Uses. Please see enclosed Zoning Exhibit and FLU Exhibit following this narrative.

viii. Criteria Specified in Table 3A of the Comprehensive Plan. The proposed rezoning and Use meets the Bay County Comprehensive Plan **Purpose** for General Commercial of providing areas for the continuation, expansion and creation of business enterprise. The proposed rezoning continues the existing Commercial Uses fronting US Hwy 98.

The proposed site is located outside of residential areas as required by the Bay County Comp Plan Table 3A **Designation Criteria**.

The proposed Uses for the site of Office and Warehouse are **Allowable Uses** per the Bay County Comp Plan Table 3A and the Bay County LDR. The proposed Office Use is available for the Management of Companies and Enterprise (North American Industry Classification System

(NAICS) Sector 55), Information (Sector 51), Real Estate and Rental and Leasing (Sector 53), etc. These proposed Uses are all acceptable Uses for the C-3 Zoning Category per the Bay County LDR.

There is not a residential component to the proposed development, therefore no **Density** calculation.

The proposed development of the Site will not contain more than 75% Impervious Area. Proposed building heights will not exceed 230-ft in height, and the proposed site will not exceed the Maximum 2:1 Floor Area Ratio. Therefore, the proposed development will meet the **Intensity** requirements listed in the Bay County Comp Plan Table 3A.

The proposed development will meet the **Development Restrictions** listed in the Bay County Comp Plan Table 3A. The proposed development will be situated and constructed so as to minimize the potential for nuisances to adjacent or nearby residential areas. A proposed screening fence and Vegetative Buffer are proposed between the proposed Uses onsite and the adjacent Residential Uses.

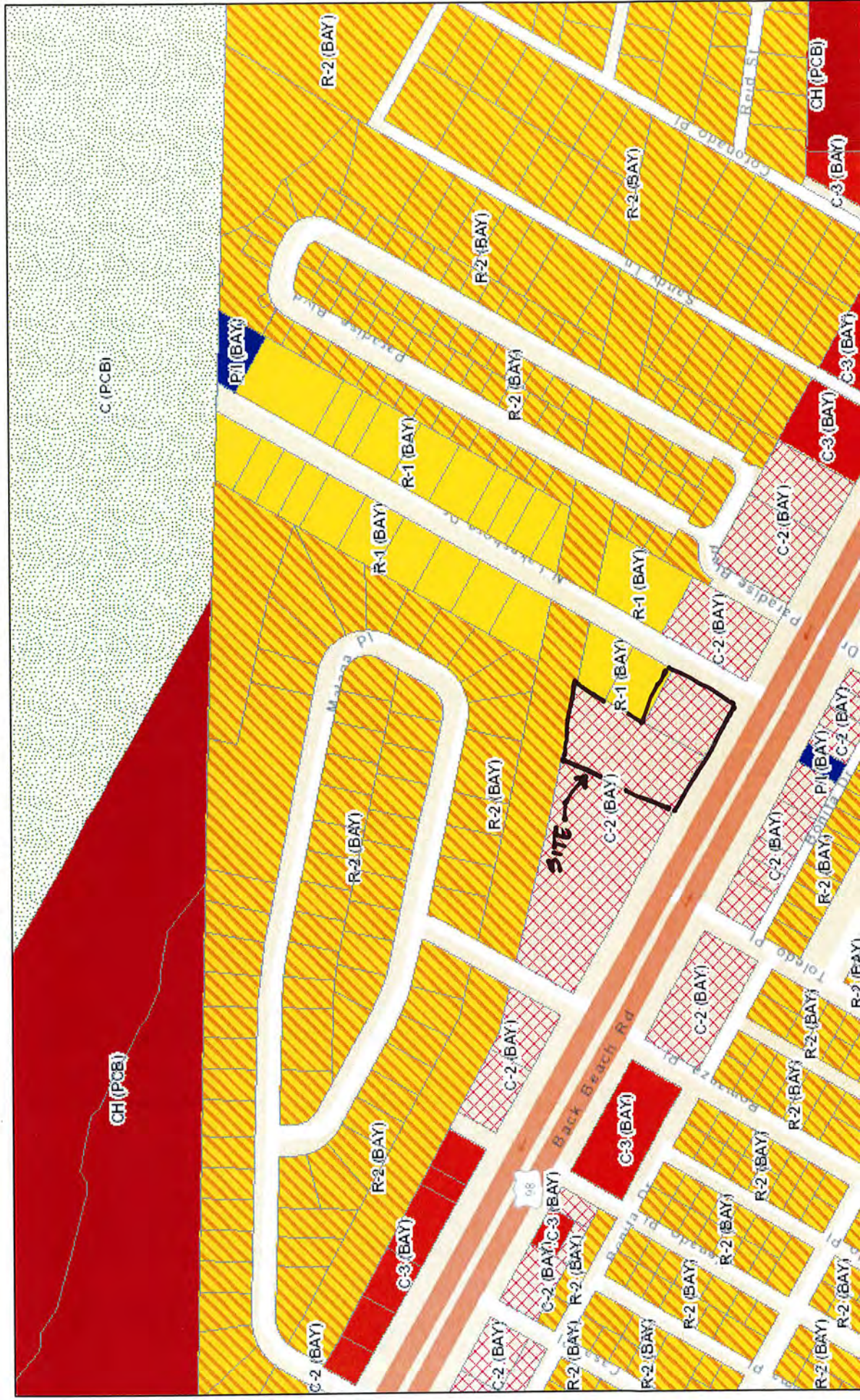
b. Logical and Consistent Uses in the general area. Most of the parcels fronting US Hwy 98 in this general vicinity are all zoned C-2 or C-3. Future Land Uses for a majority of the parcels fronting US Hwy 98 in the general vicinity are General Commercial. The adjacent parcel to the west is zoned C-2. The adjacent parcel to the east across North Lakeshore Drive is C-2. Nine of the ten parcels across US Hwy 98 are zoned C-2; the tenth parcel is zone Public/Institutional (P/I). All ten (10) parcels across the street have the FLU designation of General Commercial. The proposed rezoning and subsequent Uses are logical and consistent with Existing and Proposed Uses in the general area. The proposed rezoning and Uses are also logical and consistent with desired planning concepts along a major corridor, such as US Hwy 98. Please see enclosed Zoning Exhibit and FLU Exhibit following this narrative.

c. Granting the application for zone change will not adversely affect other properties in the general vicinity of the property involved. The proposed rezoning will not adversely impact surrounding properties. Furthermore, the proposed rezoning and proposed use should help elevate property values in the area.

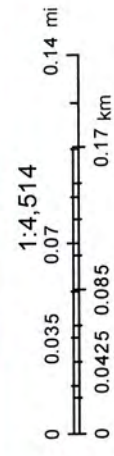
d. Granting the application for zoning change will not interfere, contradict or conflict with infrastructure improvements plans for Bay County or any other governmental agency, or otherwise create a physical or financial burden for Bay County. The proposed zoning change will not interfere with, contradict nor conflict with any known County or other Governmental infrastructure improvements. The proposed rezoning only affects the onsite development of the parcels, and should not interfere with any offsite improvements.



## Zoning - C3 Rezone Application



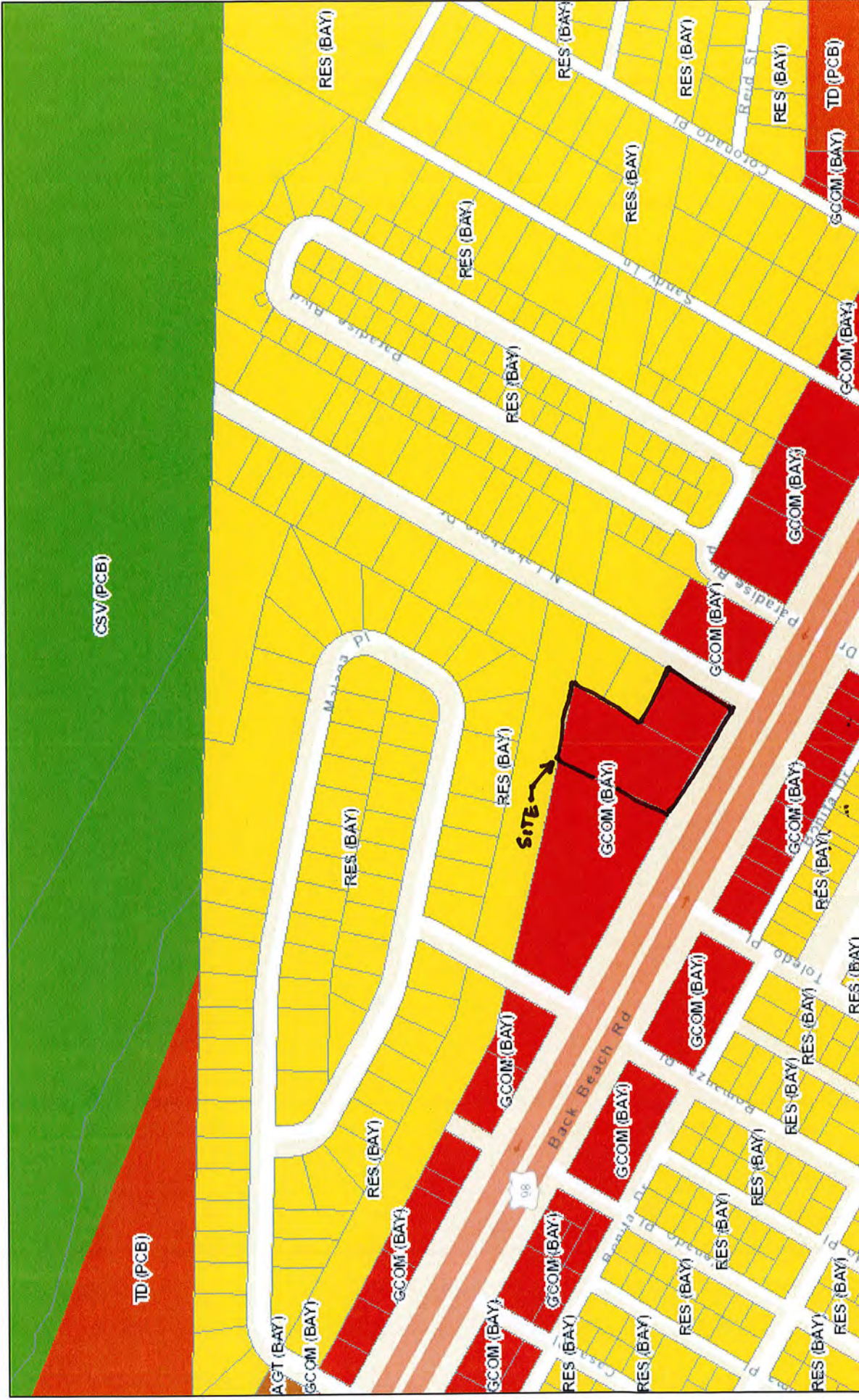
December 6, 2016



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

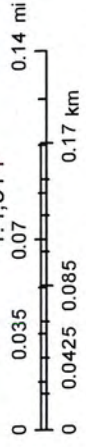


# FLU - C3 Rezone Application



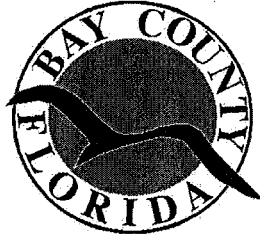
December 6, 2016

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Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

**DEVELOPMENT SERVICES  
RECEIPT**



Printed: December 06, 2016

**PROJECT NO: PZ16-162**

TAX ID: 37238-000-000

19604 PANAMA CITY BEACH PKWY

PANAMA CITY BEACH, FL 32413

**Receipt Number: PZ740**

Fee Description	Account Number	Fee Amount
REZONING		
ZONE CHANGE	001-3429015	\$1,450.00

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**Total Fees Paid:**

**\$1,450.00**

Date Paid: Tuesday, December 6, 2016

Paid By: Medusa Stone INC

Pay Method: CHECK 3537

Received By: PAMELA STANLEY

LAND DEVELOPMENT

ORDINANCE NO. \_\_\_\_

AN ORDINANCE AMENDING ORDINANCE NO. 04-29  
ENTITLED "THE BAY COUNTY OFFICIAL ZONING  
DISTRICT MAP", AS AMENDED; PROVIDING FOR  
AUTHORITY AND PURPOSE; PROVIDING A SHORT  
TITLE; PROVIDING FOR CHANGES TO THE OFFICIAL  
ZONING MAP; PROVIDING FOR SEVERABILITY;  
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Bay County, Florida (the "Board"), approved Ordinance No. 04-29 (the "Bay County Official Zoning District Map") on September 21, 2004;

WHEREAS, the Board has approved other ordinances amending the Bay County Official Zoning District Map (Zoning District Map);

WHEREAS, Mo Arani (the "applicant") submitted an application to change the zoning designation of the land described in Exhibit 1 on the Zoning District Map (the "rezoning");

WHEREAS, pursuant to Section 307 of the Bay County Land Development Regulations Staff conducted a technical analysis of the application for rezoning resulting in findings and recommendations;

WHEREAS, pursuant to Section 307 of the Bay County Land Development Regulations and Section 163.3174, F.S. the Planning Commission conducted a public hearing on February 16, 2017, to hear and consider comments from the staff, the applicant, and the public on the rezoning;

WHEREAS, pursuant to Section 307 of the Bay County Land Development Regulations and Section 125.66, F.S. the Board conducted a quasi-judicial public hearing on March 7, 2017, to hear and consider the recommendations of the Planning Commission concerning the rezoning and to hear and consider comments from staff, the applicant, and the public;

WHEREAS, the Board found the proposed rezoning to be generally consistent with the Bay County Comprehensive Plan.

NOW, THEREFORE, be it ordained by the Board of County Commissioners of Bay County:

Section 1. Authority and Purpose. This ordinance is adopted pursuant to the authority granted counties in Chapter 125 and is enacted to provide for the health, safety and welfare of the citizens of Bay County, Florida and to implement the Bay County Comprehensive Plan and Bay County Land Development Regulations pursuant to Chapter 163, Part II, Florida Statutes.

Section 2. Short Title. This ordinance shall be known as "Bay County Rezoning ZC 16-162 to the Bay County Official Zoning District Map".

Section 3. Changes to the Zoning District Map. The Zoning District Map is hereby changed as follows and described in Exhibit 1.

<u>Reference</u>	<u>Action Taken</u>	<u>Location</u>
ZC 16-162	Change 1.7± acres from "Plaza Commercial (C-2)" to "General Commercial (C-3)" on the Zoning District Map.	See Exhibit 1

Section 4. Severability. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decisions shall not effect the validity of the remaining portions hereof. The Board hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared illegal, invalid, or unconstitutional, and all ordinances and parts or ordinances in conflict with the provision of this ordinance are hereby repealed.

PASSED AND ADOPTED this 7<sup>th</sup> day of March 2017.

BOARD OF COUNTY COMMISSIONERS  
OF BAY COUNTY FLORIDA

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William T. Dozier, Chairman

ATTEST:

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Clerk

Approved as to correctness of form:

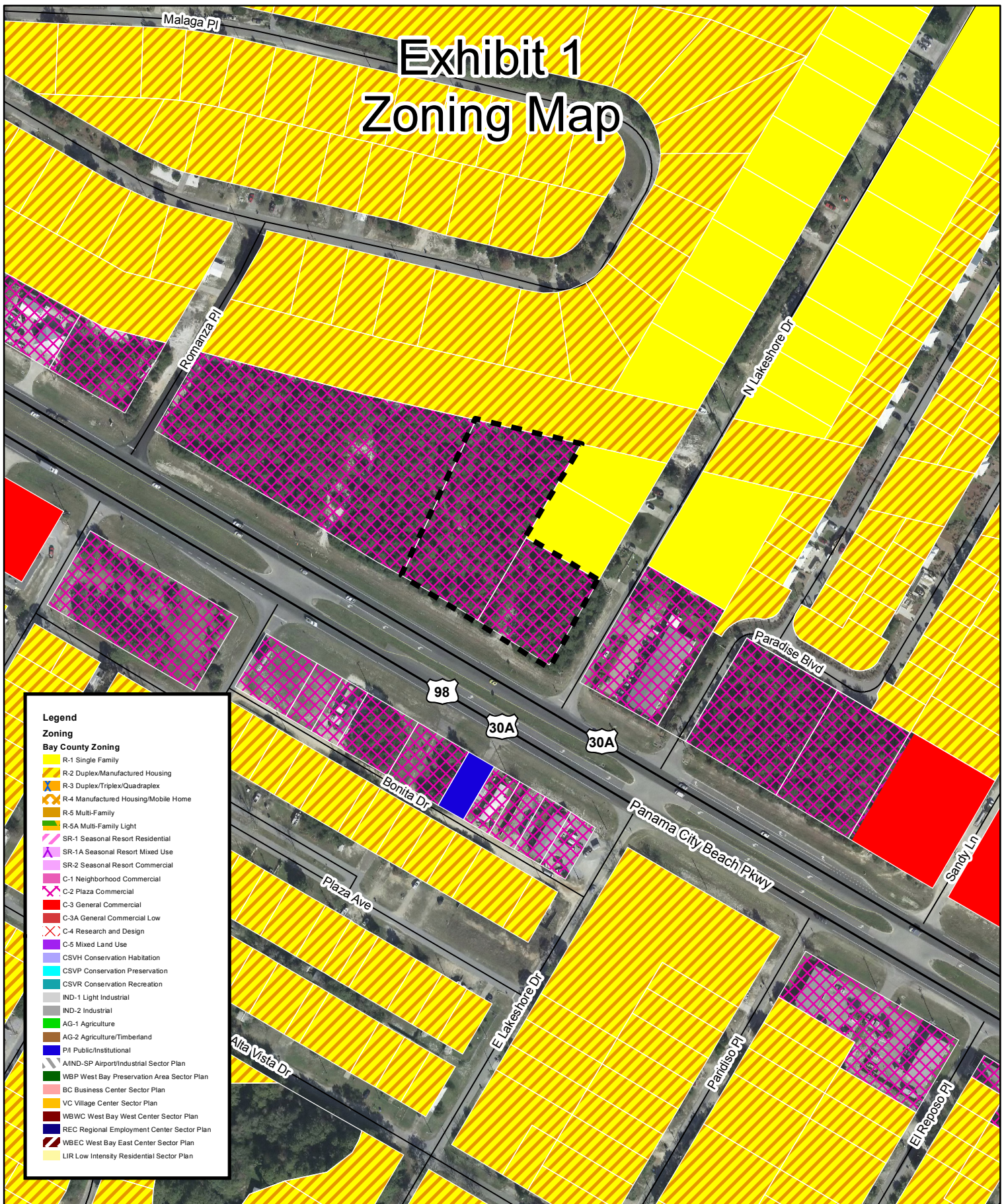
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Office of the County Attorney

Cc: Property Appraiser



# Exhibit 1 Zoning Map



**Legend**

**Zoning**

**Bay County Zoning**

- R-1 Single Family
- R-2 Duplex/Manufactured Housing
- R-3 Duplex/Triplex/Quadruplex
- R-4 Manufactured Housing/Mobile Home
- R-5 Multi-Family
- R-5A Multi-Family Light
- SR-1 Seasonal Resort Residential
- SR-1A Seasonal Resort Mixed Use
- SR-2 Seasonal Resort Commercial
- C-1 Neighborhood Commercial
- C-2 Plaza Commercial
- C-3 General Commercial
- C-3A General Commercial Low
- C-4 Research and Design
- C-5 Mixed Land Use
- CSVH Conservation Habitation
- CSVP Conservation Preservation
- CSVR Conservation Recreation
- IND-1 Light Industrial
- IND-2 Industrial
- AG-1 Agriculture
- AG-2 Agriculture/Timberland
- PI Public/Institutional
- A/IND-SP Airport/Industrial Sector Plan
- WBP West Bay Preservation Area Sector Plan
- BC Business Center Sector Plan
- VC Village Center Sector Plan
- WBWC West Bay West Center Sector Plan
- REC Regional Employment Center Sector Plan
- WBEC West Bay East Center Sector Plan
- LIR Low Intensity Residential Sector Plan



1 in = 0.04 miles

Map created using ArcReader provided by Bay County GIS.  
 Projection: NAD\_1983\_StatePlane\_Florida\_North\_FIPS\_0903\_Feet  
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