"City on the Gulf"

CITY OF VENICE, FLORIDA

Purchasing Department

401 W. Venice Avenue
Venice, FL 34285

Invitation to Bid

ITB Number 3086-18

Date of Issue: May 19, 2018

Submission Deadline: June 20, 2018 at 2:00 PM

Title and Purpose of ITB:

RENOVATION WORK AT THE LANING ARCHIVES AND RESEARCH CENTER

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CITY OF VENICE
RENOVATION WORK AT THE LANING ARCHIVES AND RESEARCH CENTER

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INVITATION TO BID

The City of Venice invites sealed bids from qualified bidders to provide the following goods or services, which is described in detail in the Specifications.

Bid No.: **3086-18**

Bid Title: **RENOVATION WORK AT THE LANING ARCHIVES AND RESEARCH CENTER**

PROJECT DESCRIPTION: The project provides for renovating an existing structure at 224 Milan Avenue in Venice Florida to provide a facility to store documents and artifacts in the city's historic collection. The renovations include removal and reconstruction of walls to reshape the space and upgrades to the electrical, mechanical and plumbing systems in the building as is suitable for the protection of rare documents and artifacts, as well as to upgrade to current code standards where required. Due to potential budget limitations, three (3) items are identified as deductive alternates, those being removal of the; (1) fire suppression system, (2) exterior accessible concrete walkway and (3) interior painting from the Scope of Work. A bid will only be considered complete with a base bid price and a deduct price for each alternate.

BID OPENING LOCATION: City of Venice, Venice City Hall, Community Hall, room # 114, 401 West Venice Ave., Venice FL 34285
BID SUBMITTAL DEADLINE and BID OPENING DATE & TIME: June 20, 2018 at 2:00 PM
PRE-BID MEETING: YES. **DATE & TIME:** Friday, June 1, 2018 at 9:00 AM
LOCATION:

Specifications and Bid documents are available by calling Onvia DemandStar at (800) 711-1712 or by their Internet address at http://www.demandstar.com. Proposers may also pick up Bid documents at the City of Venice Procurement- Finance Department, Room 204, 401 West Venice Ave., Venice Florida 34285, (941) 882-7422 at no charge.

A non-mandatory pre-bid meeting/site visit will be held on Friday, June 1, 2018 at 9:00 a.m., The Venice Community Center, 326 Nokomis Ave S., Venice FL 34285. Representatives from the City will be present to discuss the overall project and the Invitation to Bid. **There will be a onetime on-site visit following the pre-bid meeting. Interested Firms are encouraged to attend.**

All questions, comments, or concerns about this ITB must be submitted in writing to Mr. Peter Boers, Procurement- Finance Department, for the City of Venice, Room 204, 401 West Venice Avenue, Venice, FL 34285 or e-mail at pboers@venicegov.com. Mr. Boers is the only designated representative of the City authorized to respond to comments, questions, and concerns. The City will not respond to comments, questions or concerns addressed to any person other than Mr. Boers. If the City determines that a particular comment, question or concern

necessitates a global response to all Proposers, the City will issue a clarifying memorandum or addendum. The final day that the City will accept questions will be Friday, June 8, 2018 by 1:00 p.m.

Bids must be submitted in four sets and at least one set must bear an original signature, in a sealed envelope marked "Invitation to Bid # **3086-18: "Renovation Work at the Laning Archives and Research Center"** and mailed or delivered to the City of Venice- Purchasing Department, 401 W. Venice Ave. Room # 204, Venice, FL 34285, no later than the deadline specified. The City assumes no responsibility for bids received after the bid submittal time or at any location other than that specified, no matter what the reason. Late bids will be held unopened and will not be considered for award.

No bid will be received after the specified time for acceptance and no bidder may withdraw his bid within a period of ninety (90) days after the actual date of opening thereof. Bids will be considered only from bidders who have the applicable license, if a license is required by the City of Venice and/or State of Florida, for the type of work specified. A copy of the applicable license must be submitted with bid if a license is required. The City reserves the right to reject any or all bids in whole or in part, with or without cause, to waive any requirements, irregularities or technical defects therein, when it is deemed to be in the interest of the City.

CITY OF VENICE, FLORIDA

Publish: Saturday, May 19, 2018
Wednesday, May 23, 2018

City of Venice Utilities Department
City of Venice, Florida

RENOVATION WORK AT THE LANING ARCHIVES AND RESEARCH CENTER

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

A. Issuing Office: The office from which the Bidding Documents are to be issued and here the bidding procedures are to be administered.

ARTICLE 2 – BIDS RECEIVED

2.01 Refer to the Invitation To Bid for information on receipt of Bids.

ARTICLE 3 – LOCATION AND DESCRIPTION OF PROJECT

3.01 Refer to Summary of Work Section- (00900-1), in the General Requirements for the location and description of the Project.

ARTICLE 4 – COPIES OF BIDDING DOCUMENTS

4.01 Refer to the Invitation To Bid for information on location where Bidders may examine and obtain the Bidding Documents.

4.02 (Not Used)

4.03 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

4.04 Owner and Engineer in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not grant permission for any other use.

4.05 Bidders who obtain solicitation documents from sources other than the Owner or download from http://www.demandstar.com/ must officially register receipt of the solicitation with the City's Procurement – Finance Department in order to be placed on the notification list for any forthcoming addendum or other official communications. Failure to register as a prospective Bidder may cause your submittal to be rejected as non-responsive if you have submitted a response without acknowledgment of issued addenda. The Owner is not responsible for the accuracy of bid documents and information obtained from any source other than http://www.demandstar.com/.

ARTICLE 5 – QUALIFICATIONS OF BIDDERS

5.01 Bidders shall be experienced in the kind of Work to be performed, shall have the necessary equipment therefor, and shall possess sufficient capital to properly execute the Work within the time allowed. Bids received from Bidders who have previously failed to complete work within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A Bid may be rejected if Bidder cannot show that Bidder has the necessary ability, plant, and equipment to commence the Work at the time prescribed and thereafter to prosecute and complete the Work at the rate or within the times specified. A Bid may be rejected if Bidder is already obligated for the performance of other work which would delay the commencement, prosecution or completion of the Work.

5.02 To demonstrate qualifications to perform the Work, Bidder shall submit within 5 days after Bid opening, upon Owner's request, a separate Bidder Qualifications Statement that will be furnished by OWNER. An example of the Bidder Qualifications Statement is bound in the Project Manual.

5.03 Bidders shall be qualified to do business in the state where the Project is located or covenant to obtain such qualification prior to signing the Agreement.

5.04 Bids will be received only from contractors licensed or registered by the State of Florida.

ARTICLE 6 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

6.01 Subsurface and Physical Conditions

A. The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by Engineer in preparation of the Bidding Documents.

2. Those drawings of physical conditions relating to existing surface or subsurface structures (except Underground Facilities) which are at or contiguous to the Site, that have been utilized by Engineer in preparation of the Bidding Documents.

B. Electronic copies of the reports and drawings referenced in Paragraph 6.01.A above will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions, has been identified and established in Paragraph SC-4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion drawn from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

6.02 Underground Facilities - Physical Conditions

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

6.03 Hazardous Environmental Condition

A. Owner has no actual knowledge of a Hazardous Environmental Condition at the Site.

6.04 Provisions concerning responsibilities for the adequacy of data, furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unforeseen subsurface or physical conditions appear in Paragraphs 4.02, 4.03 and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in Paragraph 4.06 of the General Conditions.

6.05 Other Related Data (Not Used)

6.06 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a Bid. Bidder shall fill all holes and clean up and restore the Site to its original conditions upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all Laws and Regulations relative to such explorations, investigations, tests, and studies.

6.07 A single Site visit has been scheduled following the pre-bid conference. No other Site visits will be allowed without Owner's approval.

6.08 (Not Used)

6.09 (Not Used)

6.10 It is the responsibility of Bidder, before submitting a Bid to:

A. examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents and Addenda (if any);

B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy Bidder as to the Laws and Regulations that may affect cost, progress and performance of the Work;

D. carefully study all:

1. reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in the Supplementary Conditions in Paragraph SC-4.02 as containing reliable "technical data", and

2. reports and drawings of Hazardous Environmental Condition identified at the Site, if any, that have been identified in the Supplementary Conditions in Paragraph SC-4.06 as containing reliable "technical data";

E. consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in Bidding Documents with respect to the effect of such information, observation, and documents on

1. the cost, progress and performance of the Work;

2. the means, methods, techniques, sequences and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences and procedures of construction expressly required by the Bidding Documents; and

3. Bidder's safety precautions and programs;

F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for the performance of the Work at the price(s) bid and within the times required and in accordance with the other terms and conditions of the Bidding Documents;

G. become aware of the general nature of work (if any) to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. promptly give Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and

I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

6.11 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 6, that without exception the Bid is premised upon performing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, or procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing the Work.

ARTICLE 7 – PRE-BID MEETING

7.01 A non-mandatory Pre-Bid Meeting will be held at the date and time indicated in the Invitation To Bid. Representatives of the Owner and Engineer will be present to discuss the Project. Owner will transmit to all prospective Bidders of record such Addenda as Owner considers necessary in response to questions raised at the pre-Bid conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 8 – SITE AND OTHER AREAS

8.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment, to be incorporated into the Work are to be obtained and paid for by Contractor.

ARTICLE 9 – INTERPRETATIONS AND ADDENDA

9.01 All questions about the meaning or intent of the Bidding Documents shall be submitted to Owner in writing. To receive consideration, questions must be received by Owner by the date indicated in the Invitation To Bid. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Owner as having received the Bidding Documents for receipt not later than three days prior to the date for the opening of Bids. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

9.02 Addenda may also be issued to clarify, correct or change the Bidding Documents as deemed advisable by Owner or Engineer. Such Addenda, if any, will be issued in the manner and within the time period stated in Paragraph 9.01 of these Instructions to Bidders.

ARTICLE 10 – BID SECURITY

10.01 A Bid shall be accompanied by Bid security made payable to Owner in the amount of 5% of Bidder's maximum Bid price and in the form of Bid bond.

10.02 Bid bond shall be on the form bound in the Project Manual. Bid bond shall be issued by a surety complying with the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.

10.03 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security, and complied with the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to sign and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may annul the Notice of Award and may retain from the Bid security an amount equal to the damages which Owner may suffer by reason of such failure. Said damages shall be the difference between that Bidder's Bid and the Bid of the next lowest, responsible and responsive Bidder, but such amount shall not exceed the Bid security amount, and, if there is no such next lowest, responsible and responsive Bidder, then the Bid security amount of that Bidder will be forfeited to the Owner as liquidated damages for such failure.

10.04 The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the ninety-first day after the Bid opening whereupon the Bid security furnished by such Bidders will be returned. The Bid security of Bidders whom Owner believes do not have a reasonable chance of receiving an award will be returned within seven days of the Bid opening.

ARTICLE 11 – CONTRACT TIMES

11.01 The number of days within which Work is to be completed and ready for final payment (the Contract Times) are set forth in the Agreement.

ARTICLE 12 – LIQUIDATED AND SPECIAL DAMAGES

12.01 Provisions for liquidated and special damages, if any, are set forth in the Agreement.

ARTICLE 13 – SUBSTITUTE AND "OR EQUAL" ITEMS

13.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if accepted by Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submittal

of any such application by Contractor and consideration by Engineer is set forth in the General Conditions which may be supplemented in the General Requirements.

13.02 Refer to Substitution- Section 6.05, Article 6 of Contractor's Responsibilities, of the General Requirements for the period of time after the Effective Date of the Agreement during which the Engineer will accept applications for substitute items of material or equipment.

ARTICLE 14 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

14.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening submit to Owner a list of all such Subcontractors, Suppliers, other individuals, and entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualifications for each such Subcontractor, Supplier, individual, and entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request the apparent Successful Bidder to submit an acceptable substitute without an increase in the Bid price.

14.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other individuals or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

14.03 (Not Used)

14.04 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 15 – PREPARATION OF BID

15.01 A Bid shall be made on the Bid Form bound in the Project Manual. The Bid Form shall not be separated from the Project Manual nor shall the Bid Form be altered in any way.

15.02 All blanks in the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid item listed therein. In the case of optional alternatives

the words “No Bid”, “No Change”, or “Not Applicable” may be entered. Ditto marks shall not be used.

15.03 A Bid shall be executed as stated below.

A. A Bid by an individual shall indicate the Bidder’s name and official address.

B. A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title shall appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be indicated.

C. A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be indicated.

D. A Bid by a corporation shall be executed in the corporate name by an officer of the corporation and shall be accompanied by a certified copy of a resolution of the board of directors authorizing the person signing the Bid to do so on behalf of the corporation. The corporate seal shall be affixed and attested by the secretary or an assistant secretary of the corporation. The state of incorporation and the official corporate address shall be indicated.

E. A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be indicated below the signature.

F. All names shall be printed in ink below the signature.

G. If applicable, the Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located.

H. Contractor’s license or registration number, if any, shall be entered in the space provided on the Bid Form.

15.04 The Bid shall contain an acknowledgment of the receipt of all Addenda, the numbers of which shall be filled in at the space provided on the Bid Form.

15.05 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be indicated.

15.06 In addition to the Bid Form, the forms listed in the Required Forms List, which are bound in the Project Manual, shall be submitted with the Bid. Each document shall be executed in the manner described in Paragraph 15.03 unless another manner is indicated.

ARTICLE 16 – BASIS OF BIDS; COMPARISON OF BIDS

16.01 Base Bid with Alternatives

A. Bidder shall submit its Bid on the basis of a lump sum for the Base Bid and shall provide a separate Bid price for each additive alternative described in the Bidding Documents and as provided for on the Bid Form.

B. For determination of the apparent low Bidder, Bids will be compared on the basis of the aggregate amount of the Base Bid, plus the additive alternative Bid prices providing the most features of the Work within the funds determined by the Owner to be available before Bids are opened. If the addition of another alternative Bid price in the listed order of priority would make the aggregate amount exceed such available funds for all Bidders, it will be skipped and the next subsequent alternative Bid price in a lower amount will be added if award thereon can be made within such funds.

C. After the determination of the apparent low Bidder as stated, award in the best interest of the Owner may be made to said Bidder on its Base Bid and any combination of its additive alternative Bids for which Owner determines funds will be available at the time of award, provided that the award on any such combination of Base Bid and additive alternative Bids does not exceed the amount offered by any other Bidder for the same combination.

16.02 (Not Used)

16.03 Discrepancies between words and numerals will be resolved in favor of words. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

16.04 (Not Used)

ARTICLE 17 – SUBMITTAL OF BID

17.01 A Bid shall be received no later than the date and time prescribed and at the place indicated in the Invitation To Bid.

17.02 Bid shall be enclosed in an opaque sealed envelope plainly marked on the outside with the Project title, solicitation number, the name and address of the Bidder, and its license or registration number, if applicable. Bid shall be accompanied by Bid security and other required documents.

17.03 If the Bid is sent by mail or other delivery method, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation **"Invitation to Bid # 3086-18: "Renovation Work at the Laning Archives and Research Center"**. A mailed Bid shall be addressed to:

Procurement – Finance Department
City of Venice – Procurement
401 West Venice Ave., Room #204
Venice, FL, 34285

ARTICLE 18 – MODIFICATION OR WITHDRAWAL OF BID

18.01 Withdrawal Prior to Bid Opening:

A. A Bid may be withdrawn by an appropriate document duly executed, in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time fixed for the opening of Bids. Upon receipt of such written notice, the unopened Bid will be returned to the Bidder.

18.02 Modification Prior to Bid Opening:

A. If a Bidder wishes to modify its Bid, Bidder must withdraw its initial Bid in the manner specified in Paragraph 18.01.A of these Instructions to Bidders and submit a new Bid.

18.03 Withdrawal After Bid Opening

A. After expiration of the period for receiving Bids, no Bid may be withdrawn or modified.

ARTICLE 19 – OPENING OF BIDS

19.01 Bids will be opened at the time and place where Bids are to be submitted and, unless obviously non-responsive, read aloud publicly. An abstract of the Bids will be made available to Bidders after the opening.

19.02 Bids received by mail or otherwise after the date and time specified for the opening of Bids will not be accepted. It will be the Bidder's responsibility to make arrangements for the return of their submittal at their expense.

ARTICLE 20 – DISQUALIFICATION OF BIDDERS

20.01 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

ARTICLE 21 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

21.01 All Bids shall remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of that period.

ARTICLE 22 – EVALUATION OF BIDS AND AWARD OF CONTRACT

22.01 Owner reserves the right to reject any or all Bids, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be not responsible. Owner also reserves the right to waive any informality not involving price, time or changes in the Work.

22.02 Owner reserves the right to reject any Bid not accompanied by specified documentation and Bid security.

22.03 Owner reserves the right to reject any Bid that, in its sole discretion, is considered to be unbalanced or unreasonable as to the amount bid for any lump sum or unit price item.

22.04 In evaluating Bidders, Owner will consider the qualifications of Bidders, whether or not their Bids comply with the prescribed requirements, the alternatives, if any, the lump sum and unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Award.

22.05 Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

22.06 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders to perform the Work in accordance with the Contract Documents. Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

22.07 If a Contract is to be awarded, Owner will award the Contract to the lowest responsive and responsible Bidder who has neither been disqualified nor rejected pursuant to Article 20 of the Instructions to Bidders or this Article 22.

22.08 A notice of intent for award will be posted for review by interested parties in City Hall or on the City's website prior to submission through the appropriate approval process to the appropriate level for final approval of award.

ARTICLE 23 – CONTRACT SECURITIES

23.01 Performance Bond shall be in the form "Construction Performance Bond". Payment Bond shall be in the form "Construction Payment Bond". The amounts of and other requirements for Performance and Payment Bonds are stated in Paragraph 5.01 of the General Conditions. The requirements for delivery of Bonds are stated in Paragraph 2.01 of the General Conditions. Additional requirements may be stated in the Supplementary Conditions.

23.02 (Not Used)

ARTICLE 24 – CONTRACTOR'S INSURANCE

24.01 The requirements for Contractor's insurance are stated in Article 5 of the General Conditions and in the Supplementary Conditions. The requirements for delivery of certificates of insurance and other evidence of insurance are stated in Paragraph 2.01.B of the General Conditions.

24.02 Successful Bidder shall within 15 days from the date of the Notice of Award deliver to Owner, for review and approval, the required policies of insurance. Upon approval, the policies will be returned to the Bidder and Bidder shall submit certificates of insurance and other evidence of insurance to the Owner as stated in the General Conditions.

ARTICLE 25 – SIGNING OF AGREEMENT

25.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner will deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 26 – NOTICE TO PROCEED

26.01 Issuance of the Notice to Proceed shall be as stated in Article 2 of the General Conditions.

ARTICLE 27 – PARTNERING (Not Used)

ARTICLE 28 – SALES AND USE TAXES

28.01 Refer to the Paragraph SC-6.10 of the Supplementary Conditions for information on Owner's exemption from sales and use taxes on materials and equipment to be incorporated into the Work. Do not include said taxes in Bid.

ARTICLE 29 – LOCAL PREFERENCE

29.01 Unless otherwise noted in the solicitation, preference shall be given to a "local business" in the awarding of any Invitation to Bid (ITB), Request for Proposal (RFP) or Request for Qualifications (RFQ) in accordance with Section 2-217 of the City of Venice's Code. Local preference shall not apply to other types of solicitations unless explicitly stated in the subject solicitation.

29.02 "Local business" means the vendor has paid a local business tax to either Sarasota, Manatee, DeSoto or Charlotte County, whichever county the Bidder is located, if applicable prior to bid submission that authorizes the Bidder to provide the commodities or services to be purchased, and maintains a permanent physical business address located within the limits of either Sarasota, Manatee, DeSoto or Charlotte County from which the Bidder operates or performs business, and at which at least one full time employee is located.

29.03 In addition, fifty percent (50%) or more of the employees based at the local business location must reside within Sarasota, Manatee, DeSoto or Charlotte County.

29.04 In the event the local office is not the primary location of the Bidder, at least ten percent (10%) of the Bidder's entire full-time employees must be based at the local office location. Alternatively, and at least one corporate officer, managing partner or principal owner of the Bidder resides in Sarasota, Manatee, DeSoto or Charlotte County.

29.05 Bidders wishing to be given preference as a local business must submit with their Bid, all of the Local Preference documentation identified in the "Required Forms Section" of the solicitation.

29.06 For local preference to be granted, the name of the company represented on the required forms must be the same as the name on the Local Preference documentation.

29.07 Information regarding Sarasota County's Local Business Tax can be found at www.sarasotataxcollector.governmax.com.

29.08 In case of a Bid submitted by more than one entity, any one of those entities can qualify the Bid for the local preference. Sub-contractors or sub-consultants cannot qualify a Bid for local preference.

ARTICLE 30 – PUBLIC RECORDS/TABULATION

30.01 Bids are not public records, subject to the provisions of Florida State Statutes, Chapters 119 and 120, until such time as notice of a decision or intended decision is provided, or within thirty (30) days after the bid opening, whichever is earlier. A copy of the tabulation results will be forwarded upon receipt of a stamped, self- addressed envelope. An electronic tabulation will be posted on Demand Star at the Internet Website at http://www.demandstar.com/.

ARTICLE 31 – INDEMNIFICATION/HOLD HARMLESS

31.01 The Bidder shall defend, indemnify and hold the Owner, the Owner's representatives or agents, and the officers, directors, agents, employees, and assigns of each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses or expenses of any nature whatsoever arising directly or indirectly from or out of any negligent act or omission of the Bidder, its sub-consultants and their officers, directors, agents or employees; any

failure of the elected firm to perform its services hereunder in accordance with generally accepted professional standards; any material breach of the elected firm representations as set forth in the proposal or any other failure of the elected firm's to comply with the obligations on its part to be performed under this contract.

ARTICLE 32 - PUBLIC ENTITY CRIMES/NON-COLLUSIVE AFFIDAVIT

32.01 Each Bidder shall complete the Non-Collusive Affidavit and the Public Entity Crimes Form and shall submit the forms with the submittal. Owner considers the failure of the Bidder to submit these documents to be a major irregularity and may be cause for rejection of their submittal.

32.02 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 response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not be awarded or perform work as a Bidder, supplier, Sub-Bidder, 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

32.03 Termination for Cause: Any Agreement with the Owner obtained in violation of this Section shall be subject to termination for cause. A Sub-Bidder who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a Sub-Bidder acceptable to the City.

ARTICLE 33 – GRATUITIES AND KICKBACKS

33.01 Gratuities: It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or proposal therefore.

33.02 Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-Bidder under a Contract to Bidder or higher tier Sub-Bidder any person associated therewith, as an inducement of the award of a subcontract or order.

33.03 Contract Clause: The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and subcontract and solicitation therefore.

ARTICLE 34 – EQUAL EMPLOYMENT OPPORTUNITY

34.01 Bidder shall be in compliance with Executive Order 11426 Equal Opportunity as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations as applicable.

ARTICLE 35 – CONFLICT OF INTEREST

35.01 No employee of an agency acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee or the officer's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest. Nor shall a public officer or employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the officer's or employee's own agency, if he or she is a state officer or employee, or to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision. The foregoing shall not apply to district offices maintained by legislators when such offices are located in the legislator's place of business or when such offices are on property wholly or partially owned by the legislator. This subsection shall not affect or be construed to prohibit contracts entered into prior to:

- October 1, 1975
- Qualification for elective office
- Appointment to public office
- Beginning public employment

ARTICLE 36 – DRUG FREE WORKPLACE

36.01 The Owner has adopted a policy in observation of the Drug Free Work Place Act of 1988. Therefore, it is unlawful to manufacture, distribute, disperse, possess, or use any controlled substance in the Owner's workplace. The Owner requests the attached Drug Free Workplace Affidavit to accompany your response. This form has been adopted by the Owner in accordance with the Drug Free Workplace Act. The Owner will not disqualify any respondent who does not concur with the affidavit. The Drug Free Workplace Affidavit is primarily used as tiebreaker when two or more separate entities have submitted proposals at the same price, terms and conditions.

ARTICLE 37 – APPLICABLE LAWS

37.01 Interested parties are advised that all Owner contracts and/or documentation pertinent to this solicitation are subject in full or in part to all legal requirements provided in applicable City Ordinances, State Statutes, and Federal Regulations. Uniform Commercial Code, Chapter 672, Florida State Statutes shall prevail, as the basis for contractual obligations between the Bidder and the Owner for any terms and conditions not specifically stated

within the context of this contract.

ARTICLE 38 – DISCLOSURE – PUBLIC OFFICER, PUBLIC EMPLOYEE OR ADVISORY BOARD MEMBER OF OWNER

38.01 Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit any public officer, employee, or advisory board member of the Owner from holding any employment or contractual relationship with any business entity doing business with the Owner. Section 112.313(12) provides that a public officer, employee, or advisory board member will not be in violation of the prohibition if all three of the following conditions are met. The filing of the disclosure form with the Supervisor of Elections is the sole responsibility of the Proposer and must be filed prior to or at the time of submission of the proposal. A copy of the filed disclosure form shall be submitted as part of the proposal.

38.02 Bid is awarded under a sealed, competitive Bid to lowest or best Bidder system. Advisory board member is required to, prior to or at the time of the submission of the Bid, file a statement with the Supervisor of Elections, disclosing his interest and the nature of the intended business. The form is entitled "Form 3A Interest in Competitive Proposal for Public Business," a copy of which is available from the Owner's Procurement- Finance Department.

38.03 The public officer, employee, or advisory board member, spouse, or child is required to have in no way used or attempted to use his influence to persuade a member of the Owner or any of its personnel to enter into such a contract other than by the mere submission of the Bid.

38.04 The public officer, employee, or advisory board member, spouse, or child is required to have in no way participated in the determination of the Bid specifications or the determination of the lowest or best Bidder.

ARTICLE 39 – BID PROTESTS

39.01. In any case where a bidder wishes to protest either the results of, or the intended disposition of any bid, the bidder must:

A. File a written notice to the city manager of the bidder's intention to protest within three (3) business days of the bid opening or the city's declaration of intent with regard to the disposition. Upon receipt of a protest, the bid process shall be suspended until the protest procedure herein described has been completed.

B. Within five days of filing the written notice of intent to protest, the protester shall file a formal written protest with the city manager, acting as the bid protest officer, explaining in detail the nature of the protest and the grounds on which it is based. During this five-day period, the protester is encouraged to attempt to resolve the issue with the finance department.

C. The protester must include with the formal written protest a bid protest bond in the form of a certified check, cashier's check or money order made payable to the city in an amount equal to five percent of the lowest acceptable bid or $5,000.00 whichever is less. The bond will be deposited with the cashier's office where it will be put into an account and the protester will receive a receipt.

39.02 Upon timely receipt of the formal written protest and protest bond:

A. The bid protest officer shall issue formal findings of fact and a written decision with regard to the validity or non-validity of the formal written protest within ten business days of the city's receipt of the protest.

B. Within two business days of receipt of the formal findings of fact and written decision, the city shall notify the protester of the decision of the bid protest officer. Such notification shall be transmitted via certified return receipt mail.

39.03 Should the protest be found to be without merit or validity, the bid protest bond shall be forfeited to the city in its entirety, and the bid process may resume. If a decision favorable in whole or in part to the protest is rendered, a check for the full amount of the bond will be returned to the protester.

ARTICLE 40 – SCRUTINIZED COMPANIES

40.01 Pursuant to Section 287.135, F.S., a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of $1 million or more. Any contract with an agency or local governmental entity for goods or services of $1 million or more entered into or renewed on or after July 1, 2011, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have submitted a false certification as provided under Subsection 287.135(5), F.S., or has been placed on either of the aforementioned lists. The Owner agrees to comply with the requirements of Section 287.135, F.S. in connection with the implementation of the Project.

SPECIAL CONDITIONS

1. NOTIFICATIONS OF UTILITIES AND AGENCIES

It shall be the Contractor's responsibility to notify in writing, all utilities or other interested parties prior to the beginning of construction, including but not limited to, the following:

(1) City of Venice Police Department
(2) City of Venice Fire Department
(3) City of Venice Utilities Department
(4) City of Venice Public Works Department
(5) Verizon Telephone Company
(6) Florida Power & Light Company
(7) Comcast Cable T.V.
(8) South County Ambulance
(9) TECO Peoples Gas

CONTRACTOR IS TO SUPPLY THE VENICE POLICE DEPARTMENT AND VENICE FIRE DEPARTMENT WITH AN AFTER-HOURS EMERGENCY CONTACT NAME AND TELEPHONE NUMBER.

2. PERMITTED WORKING HOURS

Under normal circumstances, work under this contract shall be permitted only on weekdays, Monday through Friday, from 8:00 a.m. to 4:00 p.m. Except in the event of an emergency involving the safety of the public or the protection of property, no work shall be permitted on weekends or recognized holidays. Emergency work must be reported to the Engineer in writing, at the next normal work period. Holidays recognized by the City of Venice and applicable to the terms of this contract are as follows:

New Year's Day	January 1
Martin Luther King, Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
National Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veterans Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	4th Friday in November
Christmas Eve Day	December 24
Christmas Day	December 25

3. WATER FOR CONSTRUCTION

The City will provide water to the Contractor at no cost, as needed for CONSTRUCTION PURPOSES ONLY. The Contractor must notify the Engineering Department, in advance, of his need for a hydrant meter and desired location for same.

4. CONCRETE OR PAVEMENT REMOVAL AND REPLACEMENT

Sidewalk, curb and gutter or other concrete work which has been damaged or destroyed during construction shall be replaced in entire sections or to a construction joint, as designated by the Engineer. Where there is no payment item for concrete, asphalt, base, or pavement removal, the cost of this work is incidental to the contract and not a pay item.

5. SOD REPLACEMENT

Prior to the final payment, all disturbed areas not otherwise designated shall be sodded with grass of a suitable quality to produce a lawn similar to that already in the area. The care of the sod until it has been stabilized and growing, will be the responsibility of the Contractor. No additional payment will be made for sod required outside the designated construction limits.

6. SITE CLEANUP

The maintenance of a presentable construction site is an essential element of this contract. General cleanup must proceed in step with construction. Therefore, an additional ten (10%) percent will be withheld for all areas where cleanup has not closely followed construction.

7. BUILDING CODES

Unless specifically indicated otherwise in the plans and specifications, all work shall be in conformance with the latest edition of the Southern Building Code Congress and other governing State and Local Codes.

8. CITY SUPPLIED MATERIALS

There are no City supplied materials included.

END OF SECTION

+ + END OF INSTRUCTIONS TO BIDDERS + +

BID FORM

CITY OF VENICE
RENOVATION WORK AT THE LANING ARCHIVES AND RESEARCH CENTER

TABLE OF ARTICLES

1. Bid Recipient
2. Bidder's Acknowledgements
3. Bidder's Representations
4. Bidder's Certifications
5. Basis of Bid
6. Time of Completion
7. Attachments to this Bid
8. Defined Terms
9. Bid Submittal
10. Required Forms

ARTICLE 1 - BID RECIPIENT

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an AGREEMENT with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the price(s) and within the times indicated in this Bid and in accordance with the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER. Bidder will sign the AGREEMENT and will furnish the required contract security, and other required documents within the time periods set forth in the Bidding Documents.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, if any, and the following Addenda, receipt of all of which is hereby acknowledged.

Addendum No.	Date Received	Addendum No.	Date Received
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions, and (2) reports and drawings of Hazardous Environmental Conditions identified at the Site, if any, which that have been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work (if any) to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.

I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

3.02 Bidder further represents that:

A. this Bid is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding;

C. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER; and

D. No person or persons acting in any official capacity for the OWNER are directly or indirectly interested in this Bid, or in any portion of the profit thereof.

ARTICLE 4 – BIDDER'S CERTIFICATIONS

4.01 Bidder certifies that:

A. this Bid is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid

C. Bidder; has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive or coercive practices in

competing for the Contract. For the purposes of the Paragraph 4.01.D;

1. Corrupt practice" means the offering, giving, or soliciting of anything of value likely to influence the action of a public official in the bidding process

2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

3. "Collusive practice" means to scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BID SCHEDULE
CITY OF VENICE CITY HALL FRONT ENTRY IMPROVEMENTS
ITB NUMBER 3086-18

Item No	BASE BID - Description	Unit	Qty	Unit Price	Extension
1	ALL CONSTRUCTION ITEMS IN ACCORDANCE WITH THE PLAN SET DATED DECEMBER 15, 2017	LS	1		
	SUB TOTAL:				
	CITY RESERVE (INCLUDE IN BID TOTAL):	LS	10%		
	LUMP SUM BASE BID PLUS CITY RESERVE:				
	ALTERNATIVE A - Description	**Unit**	**Qty**	**Price**	**Extension**
	DEDUCT FOR REMOVAL FROM SCOPE OF WORK FOR FIRE SUPPRESSION SYSTEM PER SHEET P0.1	LS	1		**( )**
	LUMP SUM DEDUCT ALTERNATIVE A:				**( )**
	ALTERNATIVE B - Description	**Unit**	**Qty**	**Price**	**Extension**
	DEDUCT FOR REMOVAL FROM SCOPE OF WORK FOR CONCRETE WALK PER SHEET A3.1 AND SIGNS AND STRIPING PER SHEET C3.01	LS	1		**( )**
	LUMP SUM DEDUCT ALTERNATIVE B:				**( )**
	ALTERNATIVE C - Description	**Unit**	**Qty**	**Price**	**Extension**
	DEDUCT FOR REMOVAL FROM SCOPE OF WORK FOR INTERIOR PAINTING	LS	1		**( )**
	LUMP SUM DEDUCT ALTERNATIVE C:				**( )**

OWNER reserves the right to select the lowest responsible bidder based on a combination of the Lump Sum Base Bid and any combination of selected Deductive Alternatives which provide a price closest to the OWNER'S project budget and other factors as contained in the City's Procurement Policy.

OWNER further reserves the right to negotiate a change in scope with the lowest responsible and responsible bidder in order to stay within its project budget.

Notes: City Reserve is for the exclusive use of the City (if required).

NAME OF BIDDER:_____

BIDDER'S SIGNATURE:_____

CURRENT LICENSE NUMBER:_____

DATE:_____

THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

5.04 Unit prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

5.05 Bidder acknowledges that estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price items will be based on actual quantities of Unit Price Work determined as provided in the Contract Documents.

5.06 All specified cash allowances are included in the price(s) set forth above and have been completed in accordance with Paragraph 11.02 of the General Conditions.

ARTICLE 6 - TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within 90 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions within **120** calendar days after the date when the Contract Times commence to run, which days will be entered by OWNER into the AGREEMENT as the Contract Times.

6.02 Bidder accepts the provisions of the AGREEMENT as to liquidated and special damages, if any, in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security.

B. Required Bidder Qualifications Statement with supporting data.

C. Miscellaneous Bid Forms

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders and the General Conditions and Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid submitted on _____, 2018 by:

If Bidder is:

Individual

Name (Typed or Printed): _____

By_____
(Individual's Signature)

Doing business as_____

License or Registration Number:_____

Business Address:_____

_____

Phone No.:_____Facsimile:_____

A Partnership

Partnership Name: _____

By:_____
(Signature of General Partner - Attach evidence of authority to sign)

(Name (Typed or Printed): _____

License or Registration Number:_____

Business Address:_____

_____

Phone No.:_____Facsimile:_____

THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

A Corporation

Corporation Name: _____

_____
(State of Incorporation)

By_____
(Signature - Attach evidence of authority to sign)

Name and Title (Typed or Printed): _____

(CORPORATE SEAL)

Attest:_____
(Secretary)

License or Registration Number:_____

Business Address:_____

_____

Phone No.:_____Facsimile:_____

Limited Liability Company

By:_____
(Firm Name)

_____
(State of Formation)

By:_____
(Signature of Member/Authorized to Sign)

_____
(Printed or Typed Name and Title of Member Authorized to Sign)
(Attach evidence of authority to sign.)

License or Registration Number:_____

Business Address:_____

_____

Phone No.:_____Facsimile:_____

A Joint Venture

Name of Joint Venture:_____

First Joint Venturer Name: _____

By:_____
(Signature of First Joint Venturer - Attach evidence of authority to sign)

Name (Typed or Printed): _____ _____
(Title)

Title:_____

Second Joint Venturer Name: _____

By:_____
(Signature of Second Joint Venturer - Attach evidence of authority to sign)

Name (Typed or Printed): _____ _____
(Title)

(Each joint venturer must sign. The manner of signing for each individual, partnership, corporation or limited liability company that is a party to the joint venture shall be in the manner indicated above).

Business Address: _____

Phone and FAX number and address for receipt of communications to joint venture:

Phone: _____ Facsimile:_____

ARTICLE 10 – REQUIRED FORMS

Required Forms Check List:

ITB# **3086-18: Renovation Work at the Laning Archives and Research Center**

- Proposal Bond
- Local Preference Form
- Qualifications Statement
- Co-operative Procurement with Other Jurisdictions
- Form 3A- Interest in Competitive Bid for Public Business
- Indemnification/Hold Harmless
- FDEP & U.S. EPA Construction Notices of Intent (NOI)
- Statement of References for Contractor
- Contractor's Statement of Sub-contractors
- Drug Free Workplace Certification
- Non-Collusive Affidavit
- Public Entity Crime Information
- "Article 9"- Bid Submittal

All required forms are included in this package. All forms must be filled out and returned with the firm's proposal.

Failure to do so will result in the firm being considered non-responsive and their proposal will be disallowed.

Mark N/A if not applicable to your firm

PROPOSAL BOND

Not to be completed if a certified check is submitted.

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned,

_____ as Principal,

and _____ as Surety

are held and firmly bound unto the City of Venice, Florida, in the sum of

_____ $_____, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that if the attached Proposal of Principal and Surety for work specified as:

_____

all as stipulated in said Proposal, by doing all work incidental thereto, in accordance with the plans and specifications provided heretofore, all within Sarasota County, is accepted and the bidder shall within ten (10) days after notice of said award, enter into a contract, in writing, and furnish the required Performance Bond with surety or sureties to be approved by the Director of Purchasing, this obligation shall be void; otherwise the same shall be in full force and virtue by law and the full amount of this Proposal Bond will be paid to the City as stipulated or liquidated damages.

Signed this _____ day of _____, 2018.

_____	_____
Principal	Surety

Principal must indicate whether corporation, partnership, company, or individual.

The person signing shall, in his own handwriting, sign the Principal's name, his own name, and his title. The person signing for a corporation must, by affidavit, show his authority to bind the corporation.

HOW DO I DETERMINE "LOCAL PREFERENCE"

The following questions will help you determine local preference for your company.
Please answer questions 1 through 4 **FIRST**. If you answer **NO** to any questions 1 through 4, local preference does **NOT** apply.
ONLY if you answer **YES** to questions 1 through 4, may you proceed to question 5.
If you answer **YES** to any questions 5 through 7, local preference applies.
If you are unsure of how to answer any questions, please contact the City of Venice's Purchasing Department at 941-486-2626.

Questions 1 – 4

1. Have you paid a local business tax either to Sarasota, DeSoto or Charlotte County (Manatee County does not have a local business tax) authorizing your company to provide goods or services described in this solicitation ?

   YES ___ If "yes", proceed to question 2.
   NO ____ If "no", STOP, local preference does not apply.
   ***** If the name on the local business tax receipt is not the same as the name on the bid/solicitation submittal, local preference does not apply.

2. Does your company maintain a permanent physical business address located within the limits of Sarasota, Manatee, DeSoto or Charlotte County ?

   YES ____ If "yes", proceed to question 3.
   NO ____ If "no", STOP, local preference does not apply.

3. Does your local business office (identified in question 2) have a least one full time employee ?

   YES ____ If "yes", proceed to question 4.
   NO _____ If "no", STOP, local preference does not apply.

4. Do at least fifty percent (50%) of your company employees who are based in the local business location (identified in question 2) reside within Sarasota, Manatee, DeSoto or Charlotte County?

   YES ____ If "yes", proceed to question 5.
   NO ____ If no, STOP, local preference does not apply.

Questions 5 – 7

5. Is your local business office (identified in question 2) the primary location (headquarters) of your company ?

   YES ____ If "yes", STOP, local preference applies.
   NO ____ If "no", proceed to question 6.

6. If the local business office (identified in question 2) is not the primary location of your company, are at least ten percent (10%) of your company's entire full-time employees based at the local office location and at least one corporate officer, managing partner or principal owner of the company reside in Sarasota, Manatee, DeSoto or Charlotte County ?

YES ____ If "yes", STOP, local preference applies
NO ____ If "no", proceed to question 7

QUALIFICATIONS STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

SUBMITTED TO: CITY OF VENICE
Procurement- Finance Department
401 W. Venice Avenue
Venice, Florida 34285

CHECK ONE:
- ☐ Corporation
- ☐ Partnership
- ☐ Individual
- ☐ Joint Venture
- ☐ Other

SUBMITTED BY:

NAME: _____
ADDRESS: _____
PRINCIPLE OFFICE: _____

State the true, exact, correct and complete legal name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is: _____

The address of the principal place of business is: _____

If the Offeror is a corporation, answer the following:

a. Date of Incorporation: _____

b. State of Incorporation: _____

c. President's Name: _____

d. Vice President's Name: _____

e. Secretary's Name: _____

f. Treasurer's Name: _____

g. Name and address of Resident Agent: _____

If Offeror is an individual or partnership, answer the following:

a. Date of Organization: _____

b. Name, address and ownership units of all partners:

_____

_____

_____

c. State whether general or limited partnership: _____

If Offeror is other than an individual, corporation partnership, describe the organization and give the name and address of principals:

THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

_____

_____

_____

_____

_____

If Offeror is operating under fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

How many years has your organization been in business under its present business name?

_____

a. Under what other former names has your organization operated?

_____

_____

_____

_____

ACKNOWLEDGEMENT

State of _____

County of _____ } SS.

On this the _____ day of _____, 2018, before me, the undersigned Notary Public of the State of _____, personally appeared _____ and (Name(s) of individual(s) who appeared before notary) whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

_____

NOTARY PUBLIC, STATE OF _____

NOTARY PUBLIC
SEAL OF OFFICE:

_____

(Name of Notary Public: Print, stamp, or type as commissioned)

☐Personally known to me, or ☐Produced Identification: _____ ☐ **DID** take an oath, or ☐**DID NOT** take an oath

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COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS

The vendor, by submitting a bid, authorizes other Public Agencies to "Piggy-Back" or purchase equipment or services being proposed in this invitation to bid at prices bid unless otherwise noted on the proposal sheet.

Yes_____ No_____

. **AUTHORIZED SIGNATURE**

By submission of the ITB, the undersigned certifies that:

1. He/She has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any City of Venice, Florida employee or official or to any current consultant to the City of Venice, Florida;
2. He/She has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract to any broker or agent or any other person;
3. The prices contained in this proposal have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition.
4. He/She has the full authority of the Offeror or to execute the proposal and to execute any resulting contract awarded as the result of, or on the basis of, the proposal.

Authorized Representative: _____

Signature: _____

Title: _____

Company Name: _____

Address: _____

City, State, ZIP: _____

Telephone Number: _____

Fax Number: _____

E-mail address: _____

FORM 3A INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS

LAST NAME — FIRST NAME — MIDDLE INITIAL	OFFICE / POSITION HELD
MAILING ADDRESS	AGENCY
CITY ZIP COUNTY	ADDRESS OF AGENCY

WHO MUST FILE THIS STATEMENT

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. *See* Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; AND where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. This form has been promulgated by the Commission on Ethics for such disclosure, *if and when applicable* to a public officer or employee.

INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS *(Required by § 112.313(12)(b), Fla. Stat.)*

1. The competitive bid to which this statement applies has been / will be (strike one) submitted to the following government agency:

2. The person submitting the bid is: **NAME ▼** **POSITION ▼**

3. The business entity with which the person submitting the bid is associated is:

4. My relationship to the person or business entity submitting the bid is as follows:

5. The nature of the business intended to be transacted in the event that this bid is awarded is as follows:

   a. The realty, goods, and / or services to be supplied specifically include:_____

   _____

   b. The realty, goods, and / or services will be supplied for the following period of time:_____

   c. Will the contract be subject to renewal without further competitive bidding? ☐ Yes ☐ No. If so, how often?

6. Additional comments:

7. SIGNATURE	DATE SIGNED	DATE FILED

FILING INSTRUCTIONS

If you are a state officer or employee required to disclose the information above, please file this form with the Department of State in Room 316, R.A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250. If you are an officer or employee of a political subdivision of this state and are subject to this disclosure, please file the statement with the Supervisor of Elections of the county in which the agency in which you are serving has its principal office.

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

CE FORM 3A — REV. 1-95

INDEMNIFICATION/HOLD HARMLESS

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The elected firm shall (if required by City) defend, indemnify and hold the City, the City's representatives or agents, and the officers, directors, agents, employees, and assigns of each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses or expenses of any nature whatsoever (including attorneys' fees at trial at appellate level) arising directly or indirectly from or out of any negligent act or omission of the elected firm, its Sub-Offerors and their officers, directors, agents or employees; any failure of the elected firm to perform its services hereunder in accordance with generally accepted professional standards; any material breach of the elected firm's representations as set forth in the proposal or any other failure of the elected firm to comply with the obligations on its part to be performed under this contract.

I, _____, being an authorized representative of the firm of

_____ located at City

_____, State _____, Zip Code _____

Phone: _____ Fax: _____. Having

read and understood the contents above, hereby submit accordingly as of this Date,

_____, 2018.

_____
Please Print Name

_____
Signature

This signed document shall remain in effect for a period of one (1) year from the date of signature or for the contract period, whichever is longer.

CITY OF VENICE, FLORIDA
FDEP & U.S. EPA CONSTRUCTION NOTICES OF INTENT (NOI)

The undersigned bidder acknowledges the requirement of the U.S. Environmental Protection Agency (EPA) and the Florida Department of Environmental Protection (FDEP) which have published the rules for NPDES General Permits for stormwater discharges from construction sites and said bidder agrees to assist the owner in the preparation of these permits and associated plans. The bidder acknowledges that he has taken these permits and associated construction costs into account in the preparation of his lump sum bid. These permits are mandated under Section 402(p) of the Clean Water Act for "Stormwater Discharge from Construction Activities (including clearing, grading, and excavation activities) that result in the disturbance of five (5) or more acres total land area, including areas that are part of a larger common plan of development or sale." The EPA has published summary guidance for: "Developing Prevention Plans and Best Management Practices" (EPA 833-R-92-001, October 1992).

The EPA permit format is a *Notice of Intent (NOI) for Stormwater Discharges Associated with Construction Activity to be covered under a NPDES Permit*, and it is to be submitted according to the NOI instructions. The Stormwater Pollution Prevention Plan which must accompany the NOI must be signed by authorized representatives of the contractor and subcontractors as well as the facility Owner. Copies of the EPA NOI must be provided to state and local agencies who have issued stormwater management, grading, or land alteration permits or approvals.

An NOI must also be submitted to the Florida Department of Environmental Protection, NPDES Stormwater Notices Center, MS 2510, 2600 Blair Stone Road, Tallahassee, FL 32399. FDEP forms may be downloaded from the State's web site http://www.dep.state.fl.us/water/stormwater/npdes/ or phone 850-921-9870 if you have questions.

Acceptance of the bid to which this certification and disclosure applies in no way represents the Owner or its Representative has evaluated and thereby determined that the information is adequate to comply with the applicable U.S. EPA or FDEP requirements nor does it in any way relieve the contractor of its sole responsibility to comply with the applicable U.S. EPA and FDEP requirements, including inspection of all control measures at least once each week and following any storm (rainfall) event of 0.5 inches or greater and maintaining reports of each inspection.

Bidder (Company): _____

Name and Title: _____

Address: _____

_____

Telephone: _____

BY SIGNATURE BELOW OF AUTHORIZED REPRESENTATIVE, CONTRACTOR ACKNOWLEDGES RECEIPT OF A COPY OF CITY ORDINANCES 95-12 and 96-09 AND AGREES TO ABIDE BY THE REQUIREMENTS OF SAID ORDINANCES.

Signature:_____ **Date:**_____

Printed name/title:

THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

ORDINANCE 95-12

AN ORDINANCE OF THE CITY OF VENICE, FLORIDA, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 9, HEALTH AND SANITATION, ARTICLE IV, DISPOSAL OF EXCRETA, SECTION 9-71, DISCHARGE OF RAW SEWAGE INTO STORMWATER; DELETING ARTICLE V, PROHIBITED STORMWATER DISCHARGES; ADDING CHAPTER 19, WATER AND SEWERS, ARTICLE VI, STORMWATER QUALITY; DELETING CHAPTER 15, STREETS AND SIDEWALKS, ARTICLE IV, EXCAVATIONS, SECTION 15-53, STORM DRAINAGE AND POLLUTION; PROVIDING FOR CONFLICT WITH OTHER ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, control of stormwater runoff is necessary from individual lots that do not require a permit from the Southwest Florida Water Management District and requiring compliance with the provisions of the Clean Water Act 33 U.S.C.1251 et.seq., as amended by the Water Quality Act of 1987; and

WHEREAS, the City is desirous of complying with its U.S. Environmental Protection Agency National Pollutant Discharge Elimination System Permit and its Stormwater Master Plan, therefore, stormwater runoff and any discharge to the City storm sewer system will be closely monitored and regulated; and

WHEREAS, the control of stormwater runoff is the responsibility of each individual property owner; and

WHEREAS, the City is desirous of controlling stormwater runoff and insuring compliance with the Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA:

SECTION 1. Chapter 9, Water and Sewers, Article IV, Disposal of Excreta, Section 9-71, Discharge of Raw Sewage into Storm Sewer, is amended to read as follows:

Sec. 9-71. Discharge of raw sewage into storm sewer.

It shall be unlawful for any person to discharge raw sewage or to discharge the effluent of and from any septic tank into the storm sewer system of the city or to construct or maintain any system of drainage, pipes, conduits or other apparatus whereby raw sewage or the effluent of and from any septic tank shall or may be discharged into or through the storm sewer system of the city.

SECTION 2. Chapter 9, Water and Sewers, Article V, Prohibited Stormwater Discharges, is deleted in its entirety.

SECTION 3. Chapter 19, Water and Sewers, Article VI, Stormwater Quality is added to read as follows:

ARTICLE VI. STORMWATER QUALITY

Sec. 19-141. Definitions.

As used in this article "industrial stormwater" means stormwater runoff from a site with industrial activities, as defined under 40 CFR Section 122.26(a)(14) U.S. Environmental Protection Agency regulation.

As used in this article "construction sites" refers to all sites.

As used in this article, "illicit discharge" is any discharge of anything other than stormwater to the municipal separate storm sewer system (MS4) or the waters of the State of Florida or the United States.

As used in this article "industrial wastewater" refers to liquids used by an entity in their course of business, that if discharged to the MS4, would degrade the quality of stormwater.

Sec. 19-142. Disposal of industrial stormwater discharges.

The following types of discharges to the municipal separate storm sewer of the city must be controlled as indicated.

(1) **Industrial wastewater/illicit discharge**: Industrial wastewater/illicit discharge may not be discharged to the city's municipal separate storm sewer system.

(2) **Industrial stormwater**: As required to comply with NPDES regulations, the quality of industrial stormwater which is discharged through the city's municipal separate storm sewer system may be subject to regulation or permitting, and any violation of such regulation or permit may be subject to an order to immediately cease such discharge.

Sec. 19-143. Runoff stormwater and Best Management Practice (BMPs) for construction sites.
BMPs shall be implemented as necessary, to insure that all discharges from construction activities are in compliance with the City of Venice EPA/NPDES Stormwater Permit and the Stormwater Master Plan, or the SWFWMD Permit or EPA's NPDES Construction Activity General Permit, whichever is most stringent in its requirements.
Best Management Practices include but are not limited to, the following requirements:
(a) All site grading shall be conducted in such a manner that all stormwater management facilities located adjacent to the site are not altered in any way which will diminish their designated flow or pollutant removal capacity or the shape of the drainage facility.
(b) Maintenance of vegetative buffers or use of a silt fence and/or staked hay bales which minimize erosion and retain sediment on site, shall be implemented prior to any construction activities taking place at sites which discharge to surface water or the municipal separate storm sewer system (MS4). These controls, when utilized, shall be secured and properly maintained during construction activities until the site has been stabilized with sod and/or seed and mulch. A double silt fence may be required as an additional measure to insure that discharges from the site are in compliance with water quality standards as established by the EPA/NPDES Stormwater Permit. Undisturbed vegetative buffers shall be maintained intact to the maximum extent possible to reduce erosion and the discharge of sediment from stormwater runoff. All areas of exposed soil shall be stabilized within 72 hours of attaining final grade.
(c) Storm sewer systems (eg. inlets, pipes and ditches, etc.) adjacent to the site must be protected by a silt fence and/or staked hay bales during construction, to keep solids from entering conveyance systems.
(d) Vehicles such as concrete or dump trucks and other construction equipment shall not be washed at locations where the runoff will flow directly into a lake, wetland, watercourse or stormwater conveyance system. Special areas must be designated for washing vehicles. In all new subdivisions, a wash area may be established by the owner/developer which can be used by the site contractor and home builders. If established, wash areas shall be located where the wash water will spread out and evaporate or infiltrate directly into the ground, or where the runoff can be collected in a temporary holding or seepage basin. Gravel or rock bases are recommended for temporary holding or seepage basins, to minimize mud generation. Underdrains shall be installed where infiltration basins are provided as required by the owner/developer's engineer or the Southwest Florida Water Management District. Upon completion of the project, the wash areas shall be graded and stabilized and any trash or waste shall be collected and disposed of properly.
(e) Fuel, chemicals, cements, solvents, paints, topsoil, or other potential water pollutants shall be stored in areas where they will not cause runoff pollution. Toxic chemicals and materials, such as pesticides, paints, and acids, must be stored in accordance with manufacturer's guidelines. Groundwater resources shall be protected from leaching by placing a plastic mat, packed clay, tar paper, or other impervious material on any areas where toxic liquids are to be opened and stored.
(f) A minimum of one permitted driveway must be established prior to construction and shall be used as the only access for ingress/egress during construction in order to provide minimum disturbance of drainage facilities and vegetative cover on site.

Sec. 19-44. Owner responsibility for stormwater runoff.
(a) The control of stormwater runoff is the responsibility of each individual property owner.
(b) Any property owner constructing or causing to be constructed any building which requires an elevated slab and the elevation of the building pad is higher than that of adjoining properties, will control stormwater runoff during construction. Likewise, any property that is filled more than twelve inches above the adjacent property must provide additional control measures for stormwater during construction. Upon completion of the work, all stormwater runoff shall flow to its natural preconstruction drainage swale, ditch, etc., or be retained in a retention or detention pond(s) designed and constructed for that purpose.
(c) For any construction where the elevation of the building pad or site fill will be higher than adjoining properties, construction plans certified by a professional engineer registered with the State of Florida, retained by the property owner, will be provided to the City prior to issuance of a building permit.
(d) Any single lot not covered under Southwest Florida Water Management District rules, exceeding forty-five percent in impervious coverage (including buildings, drives, sidewalks, patios, etc.) shall require stormwater retention facilities to be designed by a Florida registered engineer. The design is to meet the City of Venice EPA/NPDES Permit requirements for quantity and quality of treatment.
(e) The property owner's engineer will be required to certify to the City Engineer that construction was completed in

accordance with the certified plans, prior to issuance of a Certificate of Occupancy.
(f) All improvements to property affecting stormwater drainage must be done in compliance with the City's Comprehensive Plan.

Sec. 19-145. Illicit discharges.
It shall be unlawful for any person to discharge anything other than stormwater into the city's municipal separate storm sewer system whether such discharges occur through piping connections, runoff, exfiltration, infiltration, seepage, or leaks. No person may maintain, use, or establish any direct or indirect connection to any storm sewer owned by the city that results in any discharge in violation of any provision of federal, state, city, or other law or regulation. This provision is retroactive to January 1, 1995, and applies to connections made prior to the effective date of this provision, regardless of whether made under a permit, or other authorization, or whether permissible under laws or practices applicable or prevailing at the time the connection was made.

No materials other than those composed entirely of stormwater shall be disposed of, dumped, or spilled into the city's municipal separate storm sewer system, whether such materials are in a solid or liquid form.

Sec. 19-146. Inspections.
It shall be the duty of the city engineer or designee to carry out all inspections, surveillance, and monitoring procedures necessary to determine compliance with this article.
SECTION 4. Chapter 15, Streets and Sidewalks, Article IV, Excavations, Section 15-53, Storm Drainage and Pollution, is deleted in its entirety.
SECTION 5. To the extent of any conflict between the provisions of this Ordinance, and any other Ordinance, Resolution, or Agreement of the City of Venice, Florida, the provisions of this Ordinance shall prevail.
SECTION 6. Severability. If for any reason a provision of this Ordinance or the application thereof to any person, group of persons, or circumstances is held invalid, the invalidity shall not effect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of the Ordinance are severable.
SECTION 7. Effective Date. This Ordinance shall take effect immediately upon its adoption, as required by law.

PASSED BY THE COUNCIL OF THE CITY OF VENICE, FLORIDA, THIS 23RD DAY OF MAY, 1995.
First Reading: May 9, 1995 - Final Reading: May 23, 1995 - ADOPTION: May 23, 1995
ATTEST: /s/LORI STELZER, CMC,CITY CLERK /S/ MERLE L. GRASER, MAYOR

I, LORI STELZER, City Clerk of the City of Venice, Florida, a municipal corporation in Sarasota County, Florida, do hereby certify that the foregoing is a full and complete, true and correct copy of an Ordinance duly adopted by the Venice City Council, at a meeting thereof duly convened and held on the 23rd day of May, 1995, a quorum being present.

WITNESS my hand and the official seal of said City this 24th day of May, 1995.
/S/ LORI STELZER, CMC, CITY CLERK Approved as to form: /S/ ROBERT C. ANDERSON, CITY ATTORNEY

ORDINANCE 96-09

AN ORDINANCE OF THE CITY OF VENICE, FLORIDA, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 19, WATER AND SEWERS, ARTICLE VI, STORMWATER QUALITY, SECTION 19-141, DEFINITION FOR INDUSTRIAL STORMWATER, SECTION 19-146, INSPECTIONS, PROVIDING FOR CONFLICT WITH OTHER ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Venice is responsible for the conservation, management, protection, control, use and enhancement of stormwater within its corporate limits, and for the acquisition, management, maintenance, extension, and improvement of the stormwater systems in the City; and

WHEREAS, the Environmental Protection Agency/National Pollutant Discharge Elimination System (EPA/NPDES) permit requires certain amendments to the existing Ordinance and extension of inspection authority on private properties.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA:

SECTION 1. Chapter 19, Water and Sewers, Article VI, Stormwater Quality, Section 19-141, Definition, for Industrial Stormwater is amended to read as follows:

Sec. 19-141. Definitions.

As used in this article, "industrial stormwater" means stormwater runoff from a site with industrial activities, as defined under 40 CFR Section 122.26 (~~a~~) (b) (14), U.S. Environmental Protection Agency regulation.

SECTION 2. Chapter 19, Water and Sewers, Article VI, Stormwater Quality, Section 19-146, Inspections, is amended to read as follows:

Sec. 19-146. Inspections.

It shall be the duty of the city engineer or designee to carry out all inspections, surveillance, and monitoring procedures necessary to determine compliance with this article. The city engineer or his duly authorized agents may enter at all reasonable times in or upon any private or public property for the purpose of inspecting and investigating conditions and practices which may be a violation of this ordinance, regulation or permit. The city engineer may, whenever necessary, make an inspection of construction sites to enforce any of the provisions of this ordinance, regulation or permit issued hereunder, or whenever an authorized official has reasonable cause to believe there exists any condition constituting a violation of this ordinance, regulation or permit issued hereunder. The city engineer shall inspect the work and shall require the owner to obtain services to provide adequate on-site inspection. If the city engineer finds that eroded soils are leaving the construction site, the city engineer may direct the owner(s) or his agents or his contractor on the site by written order to install any and all erosion controls that are deemed necessary to prevent said soil erosion from migrating off site. Notwithstanding the existence or pursuit of any other remedy, the City may maintain an action in its own name in any court of competent jurisdiction for an injunction or other process against any person to restrain or prevent violations of this ordinance.

SECTION 3. To the extent of any conflict between the provisions of this Ordinance, and any other Ordinance, Resolution, or Agreement of the City of Venice, Florida, the provisions of this Ordinance shall prevail.

SECTION 4. Severability. If for any reason a provision of this Ordinance or the application thereof to any person, group of persons, or circumstances is held invalid, the invalidity shall not effect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of the Ordinance are severable.

SECTION 5. Effective Date. This Ordinance shall take effect immediately upon its adoption, as required by law.

PASSED BY THE COUNCIL OF THE CITY OF VENICE, FLORIDA, THIS 26TH DAY OF MARCH, 1996.

First Reading: March 12, 1996 - Final Reading: March 26, 1996 - ADOPTION: March 26, 1996

ATTEST: /s/LORI STELZER, CMC,CITY CLERK /S/ MERLE L. GRASER, MAYOR

I, LORI STELZER, City Clerk of the City of Venice, Florida, a municipal corporation in Sarasota County, Florida, do hereby certify that the foregoing is a full and complete, true and correct copy of an Ordinance duly adopted by the Venice City Council, at a meeting thereof duly convened and held on the 26th day of March, 1996, a quorum being present.

WITNESS my hand and the official seal of said City this 27th day of March, 1996.

/S/ LORI STELZER, CMC, CITY CLERK Approved as to form: /S/ ROBERT C. ANDERSON, CITY ATTORNEY.

STATEMENT OF REFERENCES
FOR CONTRACTOR

NAME OF CONTRACTOR: _____

BUSINESS ADDRESS: _____

How many years have you been engaged in the business under the present firm name? _____

List previous business experience: _____

_____

List at least three construction references:

(1) Person to contact: _____

Company Name: _____

Address: _____

Telephone: _____ Date work performed: _____

(2) Person to contact: _____

Company Name: _____

Address: _____

Telephone: _____ Date work performed: _____

(3) Person to contact: _____

Company Name: _____

Address: _____

Telephone: _____ Date work performed: _____

(4) Person to contact: _____

Company Name: _____

Address: _____

Telephone: _____ Date work performed: _____

_____

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CONTRACTOR'S STATEMENT OF SUBCONTRACTORS TO BE USED FOR THIS WORK

NAME OF CONTRACTOR: _____

BUSINESS ADDRESS: _____

LIST SUBCONTRACTORS TO BE USED IN THE PROJECT:

(1) Company Name: _____

Address: _____

Telephone: _____ Phase of Work Sublet:_____

(2) Company Name: _____

Address: _____

Telephone: _____ Phase of Work Sublet:_____

(3) Company Name: _____

Address: _____

Telephone: _____ Phase of Work Sublet:_____

(4) Company Name: _____

Address: _____

Telephone: _____ Phase of Work Sublet:_____

THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

DRUG FREE WORKPLACE CERTIFICATION

If identical tie bids exist, preference will be given to the vendor who submits a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free workplace preference is applied as follows:

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State of by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

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

1) This firm publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) This firm informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) This firm gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), this firm notifies the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) This firm imposes a sanction on or requires the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) This firm will continue to make a good faith effort to maintain a drug-free workplace through implementation of this section.

_____

Contractor's Name Signature

THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

NON-COLLUSIVE AFFIDAVIT

State of _____

County of _____ } SS.

_____ being first duly sworn, deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____ the Offeror that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or have in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposal Work.

Signed, sealed and delivered
in the presence of:

_____ By:_____

_____ _____
(Printed Name)

_____
(Title)

ACKNOWLEDGEMENT

State of _____

County of _____

On this _____ day of _____, 2018, before me, the undersigned Notary Public of the State of _____, personally appeared _____ and (Name(s) of Individual(s) who appeared before notary) whose name(s) in/are Sub-scribed to the written instrument, and he/she/they acknowledge that he/she/they executed it.

_____
NOTARY PUBLIC, STATE OF _____

NOTARY PUBLIC
SEAL OF OFFICE:

_____
(Name of Notary Public: Print, stamp, or type as commissioned)

☐Personally known to me, or ☐Produced Identification: _____ ☐ **DID** take an oath, or ☐**DID NOT** take an oath

THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

PUBLIC ENTITY CRIME INFORMATION

A person or affiliate who has been placed on the State of Florida's convicted vendor list following a conviction for a public entity crime may not submit a BID/ITB proposal on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for services in the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Sub-Contractor, or Contractor 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 2876.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list**.

I, _____, being an authorized representative

of the firm of _____, located at City:

_____ State: _____ Zip: _____, have

read and understand the contents of the Public Entity Crime Information and of this

formal BID/ITB package, hereby submit our proposal accordingly.

Signature: _____ Date: _____

Phone: _____ Fax: _____

Federal ID#: _____

THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

NO BID RESPONSE

IMPORTANT: If you choose not to submit a bid for the attached "Invitation To Bid," please complete and return this form only on/before bid closing date. Failure to respond will result in your company being negatively registered as non-responsive. In the event five (5) "no responses" are posted, you will be automatically dropped from out mailing list for future solicitations for the described product/service.

Thank you for taking this opportunity to help us update and improve the solicitation process.

Bid Open/Close Date: **June 20, 2018 at 2:00 PM**
Bid Number: **3086-18**
Description: **Renovation Work at The Laning Archives and Research Center**

Contact: Peter Boers, Procurement- Finance Department

Please check the appropriate response. We respectfully submit "No bid" for the following reason(s):

☐ 1. We are unable to meet the required delivery date

☐ 2. We cannot provide a product to meet the required specifications.

☐ 3. We no longer provide the requested product.

☐ 4. We do not represent the required brand name product.

☐ 5. The bid closing date does not allow adequate time to prepare a response.

☐ 6. The specifications are too restrictive.

☐ 7. We have chosen not to do business with the City

☐ 8. Other (feel free to provide our response on your company letterhead.)

Company Name _____ Vendor No._____

Authorized Signature_____

Print Name _____

Title _____

Date _____ Telephone No. _____

SAMPLE CONTRACT

THIS CONTRACT, pursuant to City Council approval granted on _____, is made and entered into this_____ day of _____, 2018, by and between the City of Venice, Florida, hereinafter referred to as the City, and _____, hereinafter referred to as the Contractor.

W I T N E S S E T H:

THAT FOR and in consideration of the mutual covenants and obligations hereafter set forth, the parties hereto agree as follows:

(1) The Contract Documents consist of this Contract, Performance and Payment Bonds attached hereto as composite Attachment A and, the City's Invitation to Bid (ITB) # **3086-18: Renovation Work At The Laning Archives and Research Center**, including: standard general conditions, supplemental conditions, special conditions, technical specifications, drawings, Contractor's bid proposal for ITB 3086-18, all of which are incorporated herein by reference. All of the Contract Documents are made a part of this Contract.

(2) The Contractor shall perform all the work required by the Contract Documents and shall include installation of the listed items per the bid specifications.

(3) The work to be performed under this Contract shall be completed within **One Hundred and Eighty Days (180)** days of the issuance of the Notice to Proceed by the City.

(4) The City shall pay the Contractor for the performance of the work, in accordance with Exhibit B, subject to the terms and conditions of the Contract Documents and any written change orders, the contract sum not to exceed:_____ **& __/100s ($_____).**

(5) Time is of the essence in this contract. In the event that the work is not completed within the required time as specified in Section 3 herein, then from the compensation otherwise to be paid to the Contractor, the City may retain the sum of **two hundred fifty ($250.00) per day** for each calendar day that the work remains incomplete beyond the time limit, which sum shall represent the actual damage which the City will have sustained per day by failure of the Contractor to complete the work within the required time, said sum not being a penalty but being the stipulated damages the City will have sustained in the event of such default by the Contractor.

(6) In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause. The Contractor further agrees to insert the

foregoing provisions in all contracts hereunder, including contracts or agreements with labor unions and/or workers' representatives, except subcontracts for standard commercial supplies or raw materials.

(7) Contractor must secure and maintain any and all permits and licenses required to complete the work under this Contract, unless the Contract Documents provide otherwise.

(8) Throughout the term of this Contract the Contractor must maintain insurance in at least the amounts and coverage required as shown in Exhibit C. The Contractor must provide a Certificate of Insurance to the City evidencing such coverage prior to issuance of the Notice to Proceed by the City.

(9) Contractor agrees to comply with Florida's public records law by keeping and maintaining public records that ordinarily and necessarily would be required by the public agency in order to perform the services of this Contract; upon the request of the City's Custodian of Public Records, by providing the City with copies of or access to public records on the same terms and conditions that City would provide the records and at a cost that does not exceed the cost provided by Florida law; by ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed excepts as authorized by law for the duration of the term of the Contract and following completion of the Contract if the Contractor does not transfer the records to the City; and upon completion of the Contract by transferring, at no cost, to City all public records in possession of Contractor or by keeping and maintaining all public records required by the City to perform the services of this Contract. If the Contractor transfers all public records to the City 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 City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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 CITY'S CUSTODIAN OF PUBLIC RECORDS LORI STELZER, MMC, CITY CLERK, AT 401 W. VENICE AVENUE, VENICE, FLORIDA 34285, (941) 882-7390, LSTELZER@VENICEGOV.COM.

(10) Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the City from all suits, actions, or claims of any kind brought on account of any injuries or damages received or sustained b any person or property by or from the Contractor or in consequence of any neglect in safeguarding the work; or by the use of any unacceptable materials related to the work; or on account of any act or omission, neglect or misconduct of the Contractor; or on account of any claim or amounts received under the "Workers' Compensation Law" or any other laws or ordinances, except only such injury or damage as shall have been caused by the negligence of the City. The first ten dollars ($10.00) of compensation received by the Contractor

represents specific consideration for this indemnification obligation.

(11) Contractor shall be responsible for compliance with the requirements under Chapter 556, Florida Statutes, the "Underground Facility Damage Prevention and Safety Act." Contractor's obligations to defend, indemnify, and hold harmless the City, as provided for under Section 10 of this Contract, shall specifically apply to any violations alleged against the City under the Underground Facility Damage Prevention and Safety Act related to the performance of the work under this Contract. Contractor acknowledges that included in the various items of the proposal and in the total bid price, are costs for complying with the Florida Trench Safety Act (90-96 Laws of Florida) effective October 1, 1990.

(12) Termination. This Contract may be terminated by the City without cause, by giving thirty (30) days prior written notice to contractor of the intention to cancel. or with cause at any time contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of contractor to comply with any of the provisions of this agreement shall be considered a material breach of contract and shall be cause for immediate termination of the agreement at the discretion of the city. This Contract may be terminated by the Contractor only by mutual consent of both parties. If this Contract is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated.

(13) The laws of the State of Florida shall govern all provisions of this Contract. Venue for any dispute shall be Sarasota County, Florida. If any court proceeding or other action occurs between the parties as a result of this Contract or any other document or act required by this Contract, the prevailing party shall be entitled to recover attorney’s fees and all court costs, including attorney’s fees and court costs incurred in any pre-trial, trial, appellate, and/or bankruptcy proceedings, as well as, attorney’s fees and costs incurred in determining entitlement to and reasonableness of fees and costs.

(14) This Contract and the Contract Documents constitute the entire agreement of the parties and may not be changed or modified, except by a written document signed by both parties hereto. This Contract shall be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties to the agreement have hereunto set their hands and seals and have executed this agreement, the day and year first above written.

ATTEST:

_____

_____

BY:_____

_____
Signed by (typed or printed)

_____
Signed by (typed or printed)

(SEAL)

ATTEST:

CITY OF VENICE
IN SARASOTA COUNTY, FLORIDA

_____
CITY CLERK

BY:_____
MAYOR JOHN HOLIC

Approved as to Form and Correctness

_____
David Persson, City Attorney

EXHIBIT A

SURETY BONDS

At the time of executing the Contract Documents, the successful proposer shall append to this sheet separate performance and payment bonds each equal to one-hundred percent (100%) of the contract amount. Said bonds become an integral part of these Contract Documents and shall meet the following requirements:

1. Surety bonds submitted shall be written by a surety company that is approved by the City Finance Director and authorized to do business in the State of Florida, shall be accompanied by evidence of the authority of the issuing agent, and shall be on a form to be approved by the City Attorney. No bond in an amount greater than $5,000 required by the City Charter, the Ordinances of The City of Venice, or the laws of the State of Florida shall be approved by the City Finance Director unless the surety company executing the bond is listed by the United States Treasury Department as being approved for writing bonds for Federal projects and its current list in an amount not less than the amount of the bond tendered to The City of Venice.

2. Both the separate payment and performance bonds shall be in the general form of AIA documents A311. Additionally, the payment bond shall state as follows:
"This bond is issued in compliance with Section 255.05, Florida Statutes (1994 Supp.), as may be amended. A claimant, except a laborer, who is not in privity with the contractor and who has not received payment for his labor, materials, or supplies shall, within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the contractor with a notice, that he intends to look to the bond for protection. A claimant who is not in privity with the contractor and who has not received payment for his labor, materials, or supplies shall, within 90 days after performance of the labor or after complete delivery of the materials or supplies, or with respect to rental equipment, within 90 days after the date that the rental equipment was last on the job site available for use, deliver to the contractor and to the surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials, or supplies may be instituted against the contractor or the surety unless both notices have been given. No action shall be instituted against the contractor or the surety on the payment bond or the payment provisions of a combined payment and performance bond after 1 year from the performance of the labor or completion of delivery of the materials or supplies. A claimant may not waive in advance his right to bring an action under the bond against the surety. In any action brought to enforce a claim against a payment bond under this section, the prevailing party is entitled to recover a reasonable fee for the services of his attorney for trial and appeal or for arbitration, in an amount to be determined by the court, which fee must be taxed as part of his costs, as allowed in equitable actions."

PUBLIC WORKS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____., as Principal, hereinafter called Contractor; and _____, a corporation of the State of Florida, as surety, hereinafter called Surety, are held and firmly bound unto the City of Venice as Obligee, hereinafter called the City, in the amount of ($_____) _____ __ /100's, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated the _____day of _____, 2018, entered into a Contract with the City for the following described project: **3086-18: Renovation Work At The Laning Archives and Research Center** which contract is by reference incorporated herein and made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall promptly make payments to all persons supplying Contractor labor, materials and supplies, used directly or indirectly by the said Contractor or Subcontractors in the prosecution of the work provided for in said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

PROVIDED FURTHER, that this Bond is issued pursuant to Section 255.05, Florida Statutes, and reference is hereby made to the notice and time limitations in said statute for making claims against this Bond.

PROVIDED FURTHER, that any suit under this Bond must be instituted before the expiration of one (1) year from the performance of the labor or completion of delivery of the materials or supplies.

PROVIDED FURTHER, no right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein and those persons or corporations provided for by Section 255.05, Florida Statutes, their heirs, executors, administrators, successors or assigns.

SIGNED AND SEALED this_____day of_____, A.D., 2018.

IN THE PRESENCE OF: CONTRACTOR

_____ BY:_____

INSURANCE COMPANY

BY:_____
Agent and Attorney-in-Fact

PUBLIC WORKS PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, as Principal, hereinafter called Contractor; and _____, a corporation of the State of Florida, as surety, hereinafter called Surety, are held and firmly bound unto the City of Venice as Obligee, hereinafter called the City, in the amount of ($ _____) & _____/100's, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated the _____ day of _____, 2018, entered into a contract with the City of Venice for the following described project: **ITB# 3086-18: Renovation Work At The Laning Archives and Research Center** which contract is by reference incorporated herein and made a part hereof, and is hereinafter referred to as the contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Contractor shall promptly and faithfully perform the Contract during the original term thereof and any extensions thereof which may be granted by the City with or without notice to the Surety and during any guarantee or warranty period, including the obligation to correct any latent defects not discovered until after acceptance of the project by the City, and if he shall satisfy all claims and demands incurred under said Contract and shall fully indemnify and save harmless the City, its agents, Engineer and employees from all losses, damages, expenses, costs and Attorney's Fees, including appellate proceedings which it may suffer by reason of failure to do so, and shall reimburse and repay the City all outlay and expense which the City may incur in making good any default, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, whenever Contractor shall be, and declared by the City to be in default under the Contract, the City having performed is obligations thereunder, the Surety may promptly remedy the default or shall promptly:

(1) Complete the Contract in accordance with its terms and conditions; or

(2) Obtain a bid or bids for submission to the City for completing the Contract in accordance with its terms and conditions and upon determination by the City and Surety of the lowest responsible bidder, arrange for a contract between such bidder and City and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion, less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price" as used in this paragraph, shall mean the total

amount payable by the City to Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to the Contractor.

PROVIDED FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Contract Documents accompanying the same shall in any waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Contract Documents.

PROVIDED FURTHER, any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due; except that, when the action involves a latent defect, suit must be instituted within four (4) years from the time the defect is discovered or should have been discovered with the exercise of due diligence.

PROVIDED FURTHER, no right of action shall accrue on this bond to or for the use of any person or corporation other than the City, its successors or assigns.

SIGNED AND SEALED this_____day of_____, AD., 2018.

IN THE PRESENCE OF: CONTRACTOR

_____ BY: _____

INSURANCE COMPANY

BY: _____
Agent and Attorney-in-Fact

EXHIBIT B

(Bid Form to be Supplied)

EXHIBIT C

Before performing any work, the Contractor shall procure and maintain, during the life of the Contract, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than A:VII. No changes are to be made to these specifications without prior written specific approval by the City.

1. The City of Venice is to be specifically included as an ***ADDITIONAL INSURED*** for **Commercial General Liability** and **Business Auto Policy**.
2. The City of Venice shall be named as Certificate Holder. ***Please Note that the Certificate Holder should read as follows:***

   The City of Venice
   401 W. Venice Avenue
   Venice, FL 34285

   No City Division, Department, or individual name should appear on the certificate. ***NO OTHER FORMAT WILL BE ACCEPTABLE.***
3. The "Acord" certification of insurance form shall be used.
4. Required Coverage

   a) **Commercial General Liability:** including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than $ 1,000,000 per occurrence, $1,000,000 aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the contractor)

   b) **Business Auto Policy:** including bodily injury and property damage for all vehicles owned, leased, hired and non-owned vehicles with limits of not less than $1,000,000 combined single limit covering all work performed under this Contract.

   c) **Workers Compensation:** Contractor will provide Workers Compensation Insurance on behalf of all employees, including sub-contractors, who are to provide a service under this Contract, as required under Florida Law, Chapter 440, and Employers Liability with limits of not less than $100,000 per employee per accident; $500,000 disease aggregate; and $100,000 per employee per disease.

   d) **Installation Floater/Installation Builders' Risk–Property Coverage:** Policy to cover direct physical loss or damage to materials, supplies, machinery, and equipment being installed, constructed or rigged by the contractor in conjunction with its installation or construction. All items involved in the project including drainage/water sewer pipes, etc. (as included in description of project) need to be insured for the total completed replacement value. Coverage should include perils of fire, theft, vandalism, windstorm/hail, collapse and transit, sewer backup, testing, equipment breakdown,

waterborne property. Coverage shall start when the items to be installed are transported to City premises and remain in place until the interest of the contractors ceases or the City accepts possession whichever comes first Coverage should apply to owned property and non-owned property in the contractor's care, custody and control. The installation coverage forms shall provide coverage for building materials and supplies at the construction site, in transit to the site and similar property intended for the construction project at other locations as necessary or because of lack of storage space at the construction site. Coverage should apply on a Primary basis and should include a Waiver of Subrogation. Contractor should be responsible for any deductibles.

5. Policy Form:

a) All policies required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by the City, are to be written on an occurrence basis, shall name the City of Venice, its Elected Officials, Officers, Agents, Employees as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers Compensation, shall agree to waive all rights of subrogation against the City of Venice, its Elected Officials, Officers, Agents, and Employees.

b) Insurance requirements itemized in this Contract, and required of the Contractor, shall be provided on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

c) Each insurance policy required by this Contract shall:

(1) apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability;

(2) be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the City of Venice's Director of Administrative Services.

d) The City shall retain the right to review, at any time, coverage form, and amount of insurance.

e) The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract.

f) The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of any deductible and/or retention to which such policies are subject, whether or not the City is an insured under the policy. In the event that claims in excess of the insured amounts provided herein are filed by reason of operations under the contract, the amount excess of such claims, or any portion thereof, may be withheld from any payment due or to become due to the contractor until such time the contractor shall furnish additional security covering such claims as may be determined by the City.

g) Claims Made Policies will be accepted for professional and hazardous materials and

such other risks as are authorized by the City. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

h) Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Contract, as well as the City's Bid Number and description of work, are to be furnished to the City's Director of Administrative Services, 401 West Venice Avenue, Venice, FL 34285, ten (10) business days prior to commencement of work and a minimum of thirty (30) calendar days prior to expiration of the insurance policy.

i) Notices of Accidents and Notices of Claims associated with work being performed under this Contract, shall be provided to the Contractor's insurance company and the City's Director of Administrative Services, as soon as practicable after notice to the insured.

j) All property losses shall be payable to, and adjusted with, the City.

CONTRACTOR'S RELEASE OF LIEN

BEFORE ME, the undersigned authority in said County and State, appeared _____, who being first duly sworn, deposes and says that he is _____ of _____ a company and/or corporation authorized to do business under the laws of Florida, which is the contractor on Project known as City of Venice Bid # **____-16**, located in the City of Venice, County of Sarasota, Florida, under contract with the City of Venice, dated the _____ day of_____, 2018, that the said deponent is duly authorized to make this affidavit by resolution of the Board of Directors of said company and/or corporation; that deponent knows of his own knowledge that said contract has been complied with in every particular by said contractor and that all parts of the work have been approved by the City Engineer; that there are no bills remaining unpaid for labor, material or otherwise, in connection with said contract and work, and that there are no suits pending against the undersigned as contractor or anyone in connection with the work done and materials furnished or otherwise, under said contract.

DEPONENT further says that the final estimate which has been submitted to the City simultaneously with the making of this affidavit, constitutes all claims and demands against the City on account of said contract or otherwise, and that acceptance of the sum specified in said final estimate will operate as a full and final release and discharge of the City from any further claims, demands or compensation by contractor under the above contract.

DEPONENT further agrees that all guarantees under this contract shall start and be in full force from the date of this release as spelled out in the contract documents.

Signature:_____

Printed Name:

STATE OF FLORIDA)
COUNTY OF)

Signed before me this _____ day of _____, 2018,
by_____ who is personally known to me or has produced
_____ as identification.
_____

Notary Public
My Commission Expires:
Commission Number:

WE, the _____, having heretofore executed a performance bond and a payment bond for the above named contractor covering project and section as described above in the sum of ($_____)_____
Dollars, hereby agree that the Owner may make full payment of the final estimate, including the retained percentage, to said contractor.

IT IS fully understood that the granting of the right to make the payment of the final

estimate to said contractor and/or his assigns, shall in no way relieve this surety company of its obligations under its bonds, as set forth in the specifications, contract, and bonds pertaining to the above project.

IN WITNESS WHEREOF, the _____has
caused this instrument to be executed on its behalf by its_____,
and/or its duly authorized attorney in fact, and its corporate seal to be hereunto affixed, all on this _____ day of _____, A.D., 2018.

_____
Surety Company

_____
Attorney in Fact

Power of Attorney must be attached if executed by Attorney in Fact.

STATE OF)
COUNTY OF)
BEFORE ME, the undersigned authority, appeared_____,
who is personally known to me or has produced _____ as identification, and who executed the foregoing instrument in the name of _____
_____ as its _____ and the said _____
acknowledged that he executed said instrument in the name of _____
as its _____ and/or_____, for the purpose therein expressed and that he had due and legal authority to execute the same on behalf of said
_____, a corporation.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal at
_____ this _____ day of _____, 2018.

_____
Notary Public
My Commission Expires:

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT NO.
PROJECT:
CONTRACTOR CONTRACT DATE

CONTRACT FOR

Project or Specified Part Shall Include:
DEFINITION OF SUBSTANTIAL COMPLETION
The date of substantial completion of a project or specified part of a project is the date when the work is sufficiently completed, in accordance with the Contract Documents, so that the project or specified part of the project can be utilized for the purpose for which it was intended.

TO: (Contractor)
DATE OF SUBSTANTIAL COMPLETION: _____

The work performed under this contract has been inspected by authorized representatives of the City of Venice and the contractor, and the project or specified part of the project, is hereby declared to be substantially completed on the above date.

A tentative list of items to be completed or corrected is appended hereto. This list may not be exhaustive, and the failure to include an item on it does not alter the responsibility of the contractor to complete all the work in accordance with the contract documents. These items shall be completed by the contractor within _____ days of Substantial Completion.

The date of Substantial Completion is the date upon which all guarantees and warranties begin, except as noted below. The responsibilities between the Owner and the Contractor for maintenance shall be as set forth below.

CITY OF VENICE
_____
By:
Date: _____

The contractor accepts the foregoing Certification of Substantial Completion and agrees to complete and correct the items on the tentative list within the time indicated.
_____ _____
Contractor Authorized Representative
Date: _____

RESPONSIBILITIES:
OWNER:
CONTRACTOR:
EXCEPTIONS AS TO GUARANTEES AND WARRANTIES:
ATTACHMENTS (Identify)

BIDDER QUALIFICATION STATEMENT

(Completion of this statement is required in advance of consideration for award of Contract.)

SUBMITTED TO:

City of Venice
401 West Venice Avenue
Venice, FL 34285

SUBMITTED FOR:

ITB 3086-18: RENOVATION WORK AT THE LANING ARCHIVES AND RESEARCH CENTER

SUBMITTED BY:

Name of Organization: _____
(Print or Type Name of Bidder)

Name of Individual: _____

Title: _____

Business Address: _____

_____

Telephone No.: _____

Fax No.: _____

E-mail Address: _____

Bidder's Website: _____

If address and phone number given above is for a branch office, provide address and phone number of principal home office:

Principal Home Office Address: _____

_____

Principal Home Office Telephone No.: _____

Gentlemen:

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

(Note: Attach additional sheets as required.)

1.0 Bidder's General Business Information

1.1 Check if:

☐ Corporation ☐ Partnership ☐ Joint Venture ☐ Other

☐ Limited Liability Company ☐ Sole Proprietorship

If Corporation:

A. Date and State of Incorporation:

_____

_____

B. List of Executive Officers:

Name	Title	Address

If Partnership:

A. Date and State of Organization:

_____

_____

B. Current General Partners (name and address for each):

_____

_____

C. Type of Partnership

☐ General ☐ Publicly Traded ☐ Limited

☐ Limited Liability ☐ Other (describe): _____

If Joint Venture:

A. Date and State of Organization:

_____
_____

B. Name, Address, Form of Organization, and State of Organization of Each Joint Venture Partner: (Indicate with an asterisk (*) the managing or controlling Joint Venturer if applicable):

_____
_____
_____
_____
_____

If Limited Liability Company:

A. Date and State of Organization:

_____
_____

B. Members:

Name	Address

If Sole Proprietorship:

A. Date and State of Organization:

_____
_____

B. Name and Address of Owner or Owners:

_____
_____
_____
_____

If Other Type of Organization:

A. Type of Organization: _____

B. Date and State of Organization:

_____
_____

C. Name and Address of Each Owner or Principal:

_____
_____
_____
_____

1.2 Certifications: In addition to the above categories of business entities, indicate whether Bidder's organization is a:

- ☐ Disadvantaged Business Enterprise, certified by _____
- ☐ Minority Business Enterprise, certified by _____
- ☐ Women's Business Enterprise, certified by _____
- ☐ Historically Underutilized Business Zone Small Business Concern, certified by _____

2.0 How many years has your organization been in business as a general contractor? _____

3.0 If your organizational structure has changed within the past five years, provide data as listed above in Item 1.0 for your previous organization.

4.0 Do you plan to subcontract any part of this project? _____ If so, give details.

5.0 Has any construction contract to which you have been a party been terminated by the owner; have you ever terminated work on a project prior to its completion for any reason; has any surety which issued a performance bond on your behalf ever completed the work in its own name or financed such completion on your behalf; has any surety expended any monies in connection with a contract for which they furnished a bond on your behalf? If the answer to any portion of this question is "yes", furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project.

6.0 Has any officer or partner of your organization ever been an officer or partner of another organization that had any construction contract terminated by the owner; terminated work on a project prior to its completion for any reason; had any surety which issued a performance bond complete the work in its own name or financed such completion; or had any surety expend any monies in connection with a contract for which they furnished a bond? If the answer to any portion of this question is "yes", furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project.

7.0 In the last five years, has your organization, or any predecessor organization, failed to substantially complete a project in a timely manner? If the answer to this question is “yes”,

furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project.

8.0 On Schedule A, attached, list name, location and description of project, owner, architect or engineer, contract price, percent complete and scheduled completion of the major construction projects your organization has in progress on this date. Provide name, address and telephone number of a reference for each project listed.

9.0 On Schedule B, attached, list name, location and description of project, owner, architect or engineer, contract price, date of completion and percent of work with your own forces of major projects of the same general nature as this project which your organization has completed in the past five years. Provide name, address and telephone number of a reference for each project listed.

10.0 On Schedule C, attached, list name and construction experience of the principal individuals of your organization directly involved in construction operations.

11.0 Licenses and Registrations:

11.1 Indicate the jurisdictions in which your firm is legally qualified to practice. Indicate license or registration number for each jurisdiction, if applicable, and type of license or registration. Attach separate sheet as required.

Jurisdiction	License/Registration No.	Type

11.2 In the past five years, has Bidder had any business or professional license suspended or revoked?

☐ No ☐ Yes

If yes, describe on a separate attachment the circumstances, including the jurisdiction and bases for suspension or revocation.

12.0 Provide the following information for your surety:

12.1 Surety Company: _____

12.2 Agent: _____

A. Address: _____

B. Telephone No.: _____

13.0 Provide the following with respect to an accredited banking institution familiar with your organization.

13.1 Name of Bank: _____

13.2 Address: _____

13.3 Account Manager: _____

13.4 Telephone No.: _____

14.0 Provide the name, address and telephone number of an individual who represents a major equipment/material supplier whom the Owner may contact for a financial reference:

15.0 Industry Affiliations, Memberships, Awards, and Honors

15.1 List below the industry organizations with which your organization is affiliated or which your organization is a member:

15.2 List below the industry awards or honors received by your organization and the date for each. Attach supporting documentation as necessary.

16.0 Statement of Potential Conflicts of Interest: List below business associations, financial interests, or other circumstances that may create a conflict of interest with the Owner or other entity involved in the Project. Attach additional documentation as required.

17.0 Dated at _____, this _____ day of _____, 2018.

Bidder: _____
(Print or Type Name of Bidder)

By:_____

_____

Title:_____

Attachments A, B and C

(Seal, if corporation)

----------(Affidavit for Individual)----------

_____ being duly sworn, deposes and says that:
a) the financial statement, taken from his/her books, is a true and accurate statement of his/her financial condition as of the date thereof; and b) all of the foregoing qualification information is true, complete, and accurate.

----------(Affidavit for Partnership)----------

_____ being duly sworn, deposes and says that:
a) he/she is a member of the partnership of _____;
b) he/she is familiar with the books of said partnership showing its financial condition; c) the financial statement, taken from the books of said partnership, is a true and accurate statement of the financial condition of the partnership as of the date thereof; and d) all of the foregoing qualification information is true, complete, and accurate.

----------(Affidavit for Corporation)----------

_____ being duly sworn, deposes and says that: a) he/she is _____ of _____;
(Full name of Corporation)
b) he/she is familiar with the books of said corporation showing its financial condition; c) the financial statement, taken from the books of said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof; and d) that all of the foregoing qualification information is true, complete, and accurate.

----------(Affidavit for Limited Liability Company (LLC))----------

_____ being duly sworn, deposes and says that: a) he/she is _____ of _____;
(Full name of LLC)
b) he/she is familiar with the books of said company showing its financial condition; c) the financial statement, taken from the books of said company, is a true and accurate statement of the financial condition of said company as of the date thereof; and d) that all of the foregoing qualification information is true, complete, and accurate.

----------(Affidavit for Joint Venture)----------

Each joint venturer shall complete the affidavit appropriate for the joint venturer's type of organization and attach said affidavit to the Bidder Qualifications Statement. Submit separate acknowledgement for each joint venturer's affidavit.

GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT

Aapted from EJCDC C-700, Standard General Conditions
of the Construction Contract (2007 Edition)

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GENERAL CONDITIONS

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda* – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement* – The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment* – The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid* – The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder* – The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents* – The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements* – The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order* – A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim* – A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms

of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract* – The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents* – Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price* – The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times* – The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor* or *CONTRACTOR* – The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work* – See Paragraph 11.01.A for definition.

17. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement* – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer* or *ENGINEER* – The individual or entity named as such in the Agreement.

20. *Field Order* – A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements* – Sections of Division 01 of the Specifications.

22. *Hazardous Environmental Condition* – The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

23. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens* – Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone* – A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award* – The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed* – A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner* or *OWNER* – The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs* – Polychlorinated biphenyls.

31. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule* – A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual* – The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from

time to time.

36. *Resident Project Representative* – The authorized representative of Engineer who may be assigned to the Site or any part thereof.

37. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

38. *Schedule of Submittals* – A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

39. *Schedule of Values* – A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

41. *Site* – Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

42. *Specifications* – That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

43. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

44. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

45. *Successful Bidder* – The Bidder submitting a responsive Bid to whom Owner makes an award.

46. *Supplementary Conditions* – That part of the Contract Documents which amends or supplements these General Conditions.

47. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

48. *Underground Facilities* – All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

49. *Unit Price Work* – Work to be paid for on the basis of unit prices.

50. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

51. *Work Change Directive* – A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 T*erminology*

A. The words and terms referenced in this Paragraph 1.02 are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*

1. The Contract Documents include the terms “as allowed”, “as approved”, “as ordered”, “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there

is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day*

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

   a. does not conform to the Contract Documents, or

   b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or

   c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and

prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representative*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

B. At this conference Owner and Contractor each shall designate in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants or subcontractors any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers or has actual knowledge of and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and

a) any applicable Law or Regulation,

b) any standard, specification, manual or code, or,

c) any instruction of any Supplier

then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. a Field Order;

2. Engineer’s approval of a Shop Drawing or Sample; (subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer’s written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor or by Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with

which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site; that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely on the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

   a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

   b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

   a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

   b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

   c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During

such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.,

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice:: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence.

H. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the

employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

6. include completed operations insurance;

a. such insurance shall remain in effect for at least two years after final payment, and

b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been

issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 (Not Used)

5.07 (Not Used)

5.08 (Not Used)

5.09 (Not Used)

5.10 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and

expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. Unless the Owner shall otherwise agree in writing, the superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in

Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. "*Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics; and

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items*

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services; and

4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the

property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or

Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such

owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work, Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons and property in the performance of their work nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety

of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Contractor shall comply with the applicable requirements of Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety programs with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at

the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings*

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples*

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.;
b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials offered with respect to indicated use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required,

new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective for a minimum period of one (1) year. Engineer and its officers, directors, members, partners, employees, agents, consultants and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of real or personal property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused by any act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws or Regulations.

B. In any and all claims against Owner or Engineer or any of their , officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not be limited in any way by the amount or types of insurance provided by Contractor under Article 5 of the General Conditions.

D. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the sole negligence or willful misconduct of Owner or Engineer or of the officers, directors, members, partners, employees, agents, and consultants and subcontractors of each and any of them.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for

construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the

introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, Contractor may cut or alter the work of others with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Legal Relationships*

A. Paragraph 7.01.A is not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.03 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.04 *Lands and Easements; Reports and Tests*

A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at or contiguous to the Site.

8.05 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.06 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.07 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.08 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.09 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.10 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in

the Supplementary Conditions.

8.11 *Compliance With Safety Programs*

A. While on the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.B.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's Work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be

as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, if any,

1. as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21;

2. as to Change Orders, see Articles 10, 11, and 12; and

3. as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written

decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying

documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Programs*

A. While on the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of the Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.C.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are:

a) ordered by Owner pursuant to Paragraph 10.01.A,

b) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or

c) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and

the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to,

salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

   a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

   b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

   c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by

allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an

adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

C. If Owner, Engineer, or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

D. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of other contractors or utility owners, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.D.

E. Owner and Engineer and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or

approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall if requested by Engineer, uncover such Work for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or

employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that

item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and

Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall

include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Contract.

B. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work, or

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

   c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

   d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

   e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

   a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

   b. the Contract Price has been reduced by Change Orders;

   c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

   d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment*

1. Owner may refuse to make payment of the full amount recommended by Engineer

because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

c. there are other items entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be

completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be

substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

   b. consent of the surety, if any, to final payment;

   c. a list of all Claims against Owner that Contractor believes are unsettled; and

   d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that:

   a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and

b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's repeated violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after

giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable

sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of Paragraph 10.05, Owner and Contractor may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute

parts of these General Conditions.

+ + END OF GENERAL CONDITIONS ++

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SUPPLEMENTARY CONDITIONS

SCOPE

These Supplementary Conditions amend or supplement the General Conditions of the Construction Contract. All provisions of the General Conditions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions which are defined in the General Conditions have the meanings assigned to them in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to the singular and plural thereof.

The address system used in these Supplementary Conditions conforms to the address system used in the General Conditions, with the prefix "SC" added thereto.

SC-1.01.A.36 Change the definition of *Resident Project Representative* to read as follows:

SC-1.01.A.36 *Resident Project Representative:* The Owner's representative who will provide day to day inspection services of construction activities.

SC-1.01.A.51 Change the last sentence in the definition of *Work Change Directive* to read as follows:

"A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued IFCA or Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times."

SC-1.01.A.52 Add the following definition:

1.01.A.52 *Interim Field Change Agreement (IFCA)* - A document signed by the Engineer, Contractor, Owner and Owner's Representative documenting a change to the Work, which does not result in the total contract price exceeding the amount specified in the contract. An IFCA will authorize re-distribution of existing contract amounts or use of Owner's Allowance funds.

SC-4.03, A. Change the last paragraph to read as follows:

"then Contractor shall, within seven (7) days after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in

connection therewith (except as aforesaid) until receipt of written order to do so.

SC-4.06 Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

SC-4.06.A. In the preparation of the Drawings and Specifications, Engineer has not utilized any report or drawing related to a Hazardous Environmental Condition identified at the Site.

SC-4.06.B (Not Used)

SC- Article 5 Replace the entire article with the following:

Before performing any work, the Contractor shall procure and maintain, during the life of the Contract, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the Owner and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than A:VII. No changes are to be made to these specifications without prior written specific approval by the City.

1. The City of Venice is to be specifically included as an ***ADDITIONAL INSURED***.
2. The City of Venice shall be named as Certificate Holder. ***Please Note that the Certificate Holder should read as follows:***

   The City of Venice 401
   W. Venice Avenue
   Venice, FL 34285

   No City Division, Department, or individual name should appear on the certificate. ***NO OTHER FORMAT WILL BE ACCEPTABLE.***
3. The "Acord" certification of insurance form shall be used.
4. Required Coverage

   a) **Commercial General Liability:** including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than $ 1,000,000 per occurrence, $ 1,000,000 aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the contractor)

   b) **Business Auto Policy:** including bodily injury and property damage for all vehicles owned, leased, hired and non-owned vehicles with limits of not less than $1,000,000 combined single limit covering all work performed under this Contract.

c) **Workers Compensation:** Contractor will provide Workers Compensation Insurance on behalf of all employees, including sub-contractors, who are to provide a service under this Contract, as required under Florida Law, Chapter 440, and Employers Liability with limits of not less than $100,000 per employee per accident; $500,000 disease aggregate; and $100,000 per employee per disease.

d) **Installation Floater/Installation Builders' Risk–Property Coverage:** Policy to cover direct physical loss or damage to materials, supplies, machinery, and equipment being installed, constructed or rigged by the contractor in conjunction with its installation or construction. All items involved in the project including drainage/water sewer pipes, etc. (as included in description of project) need to be insured for the total completed replacement value. Coverage should include perils of fire, theft, vandalism, windstorm/hail, collapse and transit, sewer backup, testing, equipment breakdown, waterborne property. Coverage shall start when the items to be installed are transported to Owner premises and remain in place until the interest of the contractors ceases or the Owner accepts possession whichever comes first. Coverage should apply to owned property and non-owned property in the contractor's care, custody and control. The installation coverage forms shall provide coverage for building materials and supplies at the construction site, in transit to the site and similar property intended for the construction project at other locations as necessary or because of lack of storage space at the construction site. Coverage should apply on a Primary basis and should include a Waiver of Subrogation. Contractor should be responsible for any deductibles.

5. Policy Form:

a) All policies required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by the Owner, are to be written on an occurrence basis, shall name the City of Venice, its Elected Officials, Officers, Agents, Employees as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers Compensation, shall agree to waive all rights of subrogation against the City of Venice, its Elected Officials, Officers, Agents, and Employees.

b) Insurance requirements itemized in this Contract, and required of the Contractor, shall be provided on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

c) Each insurance policy required by this Contract shall:

(1) apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability;

(2) be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the City of Venice's Director of Administrative Services.

d) The Owner shall retain the right to review, at any time, coverage form, and amount of insurance.

e) The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract.

f) The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of any deductible and/or retention to which such policies are subject, whether or not the Owner is an insured under the policy. In the event that claims in excess of the insured amounts provided herein are filed by reason of operations under the contract, the amount excess of such claims, or any portion thereof, may be withheld from any payment due or to become due to the Contractor until such time the contractor shall furnish additional security covering such claims as may be determined by the Owner.

g) Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the Owner. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

h) Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Contract, as well as the Owner's Bid Number and description of work, are to be furnished to the City's Director of Administrative Services, 401 West Venice Avenue, Venice, FL 34285, ten

(10) business days prior to commencement of work and a minimum of thirty (30) calendar days prior to expiration of the insurance policy.

i) Notices of Accidents and Notices of Claims associated with work being performed under this Contract, shall be provided to the Contractor's insurance company and the City's Director of Administrative Services, as soon as practicable after notice to the insured.

j) All property losses shall be payable to, and adjusted with, the City.

SC-6.02.B Add new paragraphs immediately after Paragraph 6.02.B that are to read as follows:

SC-6.02.B.1 If it shall become absolutely necessary to perform Work at night or on Saturdays, Sundays, or legal holidays, written notice shall be submitted to Owner and Engineer at least 5 days in advance of the need for such Work. Owner will only consider the performance of such Work as can be performed satisfactorily under the conditions. Good lighting and all other necessary facilities for carrying out and observing the Work shall be provided and maintained where such Work is being performed at night.

SC-6.02.B.2 If Owner authorizes Work during other than regular working hours, Contractor shall reimburse Owner for all Owner's additional costs associated with such Work, including, but not necessarily limited to, the overtime costs for Owner's, Engineer's, and Resident Project Representative's personnel on the Site and other additional costs assessed against or incurred by the Owner. At Owner's option, such additional costs may either be deducted from Contractor's progress payments or deducted from the retained amount prior to release following Substantial Completion.

SC-6.07.B Change the first sentence of Paragraph 6.07.B by replacing the term "Owner and Engineer" with the term "Owner, Engineer, and Resident Project Representative".

SC-6.11.A.3. Change the first sentence of Paragraph 6.11.A.3. by replacing the term "Owner and Engineer" with the term "Owner, Engineer, and Resident Project Representative".

SC-6.12 Add a new paragraph immediately after Paragraph 6.12.A, that is to read as follows:

SC-6.12.B Contractor will be required to review with Engineer the status of record documents in connection with the Engineer's review of an Application for Payment. Failure to maintain record documents current may be just cause for Engineer to recommend withholding of payments for Work performed.

SC-6.15 Add a new paragraph immediately after Paragraph 6.15.A that is to read as follows:

SC-6.15.B Contractor shall be responsible for coordinating exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with all Laws and Regulations. Contractor shall provide a centralized location for the maintenance of the material safety data sheets or other hazard communication information required to be made available by any

employer on the Site. Location of the material safety data sheets or other hazard communication information shall be readily accessible to the employees of employers on the Site.

SC-6.17 Add the following new paragraphs immediately after Paragraph 6.17.E that are to read as follows:

SC-6.17.F Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval or acceptance of submittal with no more than two (2) submittals (initial submittal plus one re-submittal). Engineer will record Engineer's time for reviewing subsequent submittals of Shop Drawings, Samples, or other submittals or items requiring approval or acceptance, and Contractor shall reimburse Owner for Engineer's charges for such time.

SC-6.19.A Supplement Paragraph 6.19.A by adding, after the term, "Engineer" in the second sentence, the term "and Resident Project Representative".

SC-6.19.C.1. Supplement Paragraph 6.19.C.1. by adding, after the term, "Engineer" the term "or Resident Project Representative".

SC-6.20.A. Change the first sentence of Paragraph 6.20.A by replacing the term "Owner and Engineer" in the first sentence, with the term ", Owner, Engineer, and Resident Project Representative".

SC-6.20.B Change the first sentence of Paragraph 6.20.B by replacing the term "Owner or Engineer" with the term "Owner, Engineer or Resident Project Representative".

SC-7.03 Add a new paragraph immediately after Paragraph 7.02 that is to read as follows:

SC-7.03 *Separate Contractor Claims*

A. Should Contractor cause damage to the work or property of another contractor at the Site, or should any claim arising out of Contractor's performance of the Work at the Site be made by any other contractor against Contractor, Owner or Engineer or Resident Project Representative, Contractor, without involving any other party, shall either:

1. remedy the damage,

2. agree to compensate the other contractor for remedy of the damage, or

3. remedy the damage and attempt to settle with such other contractor by agreement, or otherwise resolve the dispute by arbitration or at law.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, Engineer, Resident Project Representative, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to, all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising directly, indirectly, or consequentially out of or relating to any claim or action, legal or equitable, brought by any other contractor against Owner or Engineer or Resident Project Representative to the extent said claim is based upon Contractor's performance of the Work.

C. Should another contractor cause damage to the Work or property of Contractor at the Site or should the performance of work by any other contractor at the Site give rise to any other claim, Contractor shall not institute any action, legal or equitable, against Owner or Engineer or Resident Project Representative, or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from Owner or Engineer or Resident Project Representative on account of any such damage or claim.

D. If Contractor is delayed at any time in performing or furnishing Work by any act or neglect of another contractor and Owner and Contractor are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, Contractor may make a Claim therefore in accordance with Article 12. An extension of the Contract Times shall be Contractor's exclusive remedy with respect to Owner or Engineer or Resident Project Representative for any delay, disruption, interference, or hindrance caused by any other contractor.

SC-8.01.A. Amend paragraph 8.01.A. by adding after the term "Engineer" to words "or Resident Project Representative".

SC-9.03 Add a new paragraph immediately after Paragraph 9.03.A that is to read as follows:

SC-9.03.B Resident Project Representative (RPR) will be Owner's employee or agent at the Site, will act as directed by and under the supervision of the Owner, and will confer with the Owner and Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor keeping Owner advised as necessary. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of the Engineer.

1. Duties and Responsibilities of RPR:
    a. Schedules: Review the Progress Schedule, Schedule of Submittals, and Schedule of Values prepared by Contractor and consult with Owner and Engineer concerning acceptability.
    b. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.
    c. Liaison:
        1) Serve as Owner's and Engineer's liaison with Contractor, working principally through Contractor's superintendent, and assist in providing understanding of the intent of the Contract Documents as directed by the Engineer.
        2) Assist in obtaining from Owner or Engineer additional details or information, when required for proper execution of the Work.
    d. Shop Drawings and Samples:
        1) Record date of receipt of Shop Drawings and Samples, that are received at the Site.
        2) Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
        3) Advise Engineer and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by Engineer.
    e. Review of Work, Rejection of Defective Work, Inspections and Tests:
        1) Conduct observations of the Work in progress on the Site to assist Engineer in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
        2) Report to Engineer when RPR believes that any Work is unsatisfactory, faulty, or defective or does not conform generally to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise Engineer of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
        3) Verify that tests, equipment, and systems startups, and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof; and observe, record, and report to Engineer appropriate details relative to the test procedures and startups.
        4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Engineer.

f. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

g. Modifications: Consider and evaluate Contractor's suggestions for modifications to Drawings or Specifications and report with RPR's recommendations to Engineer. Transmit to Contractor decisions issued by Engineer.

h. Records:

1) Maintain at the Site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, and reproductions of original Contract Documents including all Addenda, Change Orders, Work Change Directives, Field Orders, additional Drawings issued subsequent to the execution of the Agreement, Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents.

2) Keep a record recording Contractor's hours, personnel and equipment on the Site, weather conditions, data relative to questions on Change Orders or changed conditions, list of visitors to the Site, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

3) Record names, addresses, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

i. Reports:

1) Furnish Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and Schedule of Submittals.

2) Consult with Engineer in advance of scheduled major tests, inspections, or start of important phases of the Work.

3) Report immediately to Engineer and Owner upon the occurrence of any Site accident, any Hazardous Environmental Condition, emergencies or acts of God endangering the Work, or property damage by fire or other cause.

j. Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission, and submit recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

k. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals, and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually

installed and in accordance with the Contract Documents, and have this material delivered to Engineer for review and forwarding to Owner prior to final payment for the Work.

l. Completion:
   1) Before Engineer issues a certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
   2) Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public authorities having jurisdiction over the Work.
   3) Conduct final inspection in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed or corrected.
   4) Observe that all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance of the Work.

2. The RPR shall not:
   a. Authorize any deviation from the Contract Documents or substitution of materials or equipment, including "or equal" items.
   b. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
   c. Undertake any of the responsibilities of Contractor, Subcontractors, or Contractor's superintendent.
   d. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction, unless such advice or directions are specifically required by the Contract Documents.
   e. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work.
   f. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
   g. Authorize Owner to occupy the Project in whole or in part.
   h. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer.

SC-9.08.A Change "30 days" in the last sentence to read "10 days".

SC-10.05.B Delete paragraph B in its entirety and replace with the following:.

Notice: Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 10 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 30 days after

the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

SC-12.01.C Delete the semicolon at the end of GC 12.01.C.2.c, and add the following:

provided, however, that on any subcontracted work the total maximum fee to be paid by Owner to Contractor under this Paragraph shall be no greater than 27 percent of the costs incurred by the Subcontractor who actually performs the work;

SC-12.03.C. Change the first sentence of Paragraph 12.03.C by replacing the term "Owner and Engineer" in the first sentence, with the term "Owner, Engineer, and Resident Project Representative".

SC-12.03.E. Change the first sentence of Paragraph 12.03.E by replacing the term "Owner and Engineer" in the first sentence, with the term "Owner, Engineer, and Resident Project Representative".

SC-13.01.A. Change the first sentence of Paragraph 13.01.A. by replacing the term "Owner or Engineer" with the term "Owner, Engineer, or Resident Project Representative".

SC-13.03.A. Change the first sentence of Paragraph 13.03.A. by replacing the term "Engineer" with the term "Engineer and Resident Project Representative".

SC-13.03.B. Delete Paragraph 13.03.B. and subparagraphs in their entirety and replace with the following:

B. Contractor shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents.

SC-13.04.A. Delete Paragraph 13.04.A. in its entirety and replace with the following:

A. If any Work is covered contrary to the written request of Engineer or Resident Project Representative, it must, if requested by Engineer or Resident Project Representative, be uncovered for Engineer's or Resident Project Representative's observation and replaced at Contractor's expense.

SC-13.04.D. Change the words "If, the uncovered work is not found to be defective," to read "Unless the Contractor was provided with prior written request not to cover the work, if the uncovered work is not found to be defective,".

SC-14.02.A Add new paragraphs immediately after Paragraph 14.02.A.3 that are to read as follows:

SC-14.02.A.4. Owner shall make monthly progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer. Contractor's Applications for Payment will be due within 7 days after the last day of each month during performance of the Work. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work, based on the number of units completed) or, in the event there is no Schedule of Values, as provided in the General Requirements. A progress payment will not be made whenever the value of the Work completed since the last previous progress payment is less than $5,000.

1. Prior to Substantial Completion

   a. Progress payments will be made in the amount of up to 90 percent of the Work completed, (with the balance being retainage), less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with Paragraph 14.02 of the General Conditions; and

   b. 90 percent of the cost of materials and equipment not incorporated in the Work but suitably stored (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

SC-14.02.C. Replace the existing paragraph with the following:

All payments to Contractor shall be made in accordance with Florida's Local Government Prompt Payment Act.

SC-14.04.B. Change the terms "Owner, Contractor and Engineer" to read "Owner, Contractor, Engineer and Resident Project Representative".

SC-14.07.C. Replace the existing paragraph with the following:

All payments to Contractor shall be made in accordance with Florida's Local Government Prompt Payment Act.

SC-16.01 Add new paragraphs immediately after Paragraph 16.01.A that are to read as follows:

SC-16.01.B Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

SC-16.01.C Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

SC-16.01.D If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor,

1. elects in writing to demand arbitration of the Claim, pursuant to Paragraph SC-16.02, or

2. agrees with the other party to submit the Claim to another dispute resolution process.

SC-16.02 Add a new paragraph immediately after Paragraph 16.01 that is to read as follows:

SC-16.02 *Arbitration*

A. All Claims or counter claims, disputes, or other matters in question between Owner and Contractor arising out of or relating to the Contract Documents or the breach thereof (except for Claims that have been waived by the making or acceptance of final payment as provided by Paragraph 14.09), including but not limited to those not resolved under the provisions of Paragraph SC-16.01.B and SC-16.01.C will be decided by arbitration in accordance with Construction Industry Arbitration Rules of the American Arbitration Association, subject to the conditions and limitations

of this Paragraph SC-16.02. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.

B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator or arbitration provider, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the 30-day period specified in Paragraph SC-16.01.D. and in all other cases within a reasonable time after the Claim or counter claim, dispute, or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such Claim or counter claim, dispute, or other matter in question would be barred by the applicable statute of limitations.

C. No arbitration arising out of or relating to the Contract Documents shall include by consolidation, joinder, or in any other manner any individual or entity (including Engineer, Resident Project Representative, and the officers, directors, partners, employees, agents, or consultants of each and any of them) who is not party to this Contract unless:

1. the inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and

2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and

D. The award rendered by the arbitrator(s) shall be:

1. consistent with the agreement between the parties, and

2. in writing, and shall include:

a. a concise breakdown of the award, and

b. a written explanation of the award specifically citing the Contract Document provisions deemed applicable and relied on in making the award.

E. Subject to provisions of the Controlling Law relating to vacating or modifying an arbitration award, the award will be final. Judgment may be entered upon it in any court having jurisdiction thereof and it will not be subject to modification or appeal.

F. The fees and expenses of the arbitrator(s) and any arbitration service shall be shared equally by Owner and Contractor.

SC-17.07 Add a new paragraph immediately after Paragraph 17.06 that is to read as follows:

SC-17.07 *Confidential Information*

A. All Drawings, Specifications, technical data, and other information furnished to Contractor either by Owner or Engineer or developed by Contractor or others in connection with the Work are, and will remain, the property of Owner or Engineer, and shall not be copied or otherwise reproduced or used in any way except in connection with the Work, or disclosed to third parties or used in any manner detrimental to the interests of Owner or Engineer.

B. The following information is not subject to the above confidentiality requirements:

1. information in the public domain through no action of Contractor in breach of the Contract Documents; or

2. information lawfully possessed by Contractor before receipt from Owner or Engineer; or

3. information required to be disclosed by Laws or Regulations, or by a court or agency of competent jurisdiction. However, in the event Contractor shall be so required to disclose such information, Contractor shall, prior to disclosure, provide reasonable notice to Owner and Engineer, who shall have the right to interpose all objections Owner may have to the disclosure of such information.

SC-18 Add new Article immediately after Article 17, which is to read as follows:

ARTICLE SC-18 – STATUTORY REQUIREMENTS

SC-18.01 This Article contains portions of certain Laws or Regulations which, by provision of Laws or Regulations, are required to be included in the Contract Documents. The material included in this Article may not be complete or current. Contractor's obligation to comply with all Laws and Regulations applicable to the Work is set forth in Paragraph 6.09 of the General Conditions.

+ + END OF SUPPLEMENTARY CONDITIONS + +

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SUMMARY OF WORK

The project provides for renovating an existing structure at 224 Milan Avenue in Venice Florida to provide a facility to store documents and artifacts in the City's historic collection. The renovations include removal and reconstruction of walls to reshape the space and upgrades to the electrical, mechanical and plumbing systems in the building as is suitable for the protection of rare documents and artifacts, as well as to upgrade to current code standards where required. Due to potential budget limitations, three (3) items are identified as deductive alternates, those being removal of the; (1) fire suppression system, (2) exterior accessible concrete walkway and (3) interior painting, from the Scope of Work. **A bid will only be considered complete with a Base Bid price and a deduct price for each Alternate.**

Alternate A: Deduct for removal from scope of work for fire suppression system per sheet P0.1.

Alternate B: Deduct for removal from scope of work for concrete walk per sheet a3.1 and signs and striping per sheet C3.01.

Alternate C: Deduct for removal of interior painting and all associated costs from the Scope of Work.

FAWLEY BRYANT ARCHITECTURE | SMART BEAUTIFUL SPACES

City of Venice, FL - Museum Archive

224 Milan Avenue West, Venice, FL

MECHANICAL & ELECTRICAL ENGINEERS

DTC ENGINEERING

2170 MAIN STREET, SUITE 403
SARASOTA, FL 34237
TEL: 941.554.2035

CIVIL ENGINEER

KING ENGINEERING ASSOCIATES, INC.

2930 UNIVERSITY PARKWAY
SARASOTA, FL 34243
PH: 941.358.6500

Venice, FL
City on the Gulf

SHEET INDEX

ARCHITECTURAL		CIVIL		MECHANICAL		PLUMBING		ELECTRICAL	
A0.0	COVER	C3.01	STRIPING AND IMPROVEMENT PLAN	M0.0	MECHANICAL LEGEND	P0.1	PLUMBING NOTES, ABBREVIATIONS, AND SYMBOLS	E0.1	ELECTRICAL LEGEND
A0.1	ABBREVIATIONS, NOTES & SYMBOLS			M0.1	MECHANICAL SCHEDULES	PD2.0	PLUMBING FIRST FLOOR DEMO PLAN	ED2.0	ELECTRICAL DEMO PLAN
A2.1	LIFE SAFETY PLAN			M10.0	MECHANICAL SPECIFICATIONS	P2.0	ADD ALT- PLUMBING FIRST FLOOR PLAN	EP2.0	ELECTRICAL POWER FLOOR PLAN
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A3.1	FIRST FLOOR PLAN			M0.2	MECHANICAL DETAILS				
A6.1	BUILDING DETAILS AND SCHEDULES			M2.0	MECHANICAL FIRST FLOOR NEW WORKPLAN				

100% Construction Documents

December 15, 2017

FAWLEY BRYANT ARCHITECTURE | SMART BEAUTIFUL SPACES

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FAWLEY-BRYANT.COM

City of Venice, FL - Museum Archive

224 Milan Avenue West, Venice, FL

Project No.	2015058.09
Drawn By	EL
Checked By	HCS JR
Date	December 15, 2017

Revisions:

STATE OF FLORIDA
CHARLES S. PADGETT
AR95286
REGISTERED ARCHITECT

Charles S. Padgett
AR 95286

"To the best of the Architect's or Engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and applicable fire safety standards as determined by local authority in accordance with Chapter 553 and 663 of Florida Statutes."

100% Construction Documents

A0.0
COVER

Originals printed at 24" x 36"
scale as required
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AB	- ANCHOR BOLT
A/C	- AIR CONDITIONING
ACOUS	- ACOUSTICAL
ADA	- AMERICAN DISABILITY ACT
ADJ	- ADJUSTABLE
AFF	- ABOVE FINISH FLOOR
AHU	- AIR HANDLER UNIT
ALT	- ALTERNATE
ALUM	- ALUMINUM
ANOD	- ANODIZED
APPROX	- APPROXIMATE
ARCH	- ARCHITECTURAL
ACT	- ACOUSTICAL CEILING TILE
AUTO	- AUTOMATIC
AV	- AUDIO VISUAL
B	- BASE
BD	- BOARD
BLDG	- BUILDING
BRG	- BEARING
BRK	- BRICK
BTM	- BOTTOM
CAB	- CABINET
CAT	- CATEGORY
CER	- CERAMIC
CHAN	- CHANNEL
CI	- CAST IRON
CIP	- CAST IN PLACE
CJ	- CONTROL JOINT
CLG	- CEILING
CLO	- CLOSET
CLR	- CLEAR
CMU	- CONCRETE MASONRY UNIT
CO	- CLEAN-OUT
COL	- COLUMN
CONC	- CONCRETE
COND	- CONDENSER OR CONDITION
CONST	- CONSTRUCTION
CONT	- CONTINUOUS
COORD	- COORDINATE
CPT	- CARPET
CUST	- CUSTODIAL
CW	- COLD WATER
D	- DEEP, DEPTH
DBL	- DOUBLE
DEMO	- DEMOLITION
DEPT	- DEPARTMENT
DET	- DETAIL
DIA	- DIAMETER
DIM	- DIMENSION
DISP	- DISPENSER
DN	- DOWN
DR	- DOOR OR DRAIN
DS	- DOWNSPOUT
DW	- DISHWASHER
DWG	- DRAWING
E	- EAST
EA	- EACH
EB	- EXPANSION BOLT
EIFS	- EXTERIOR INSULATION FINISH SYSTEM
EJ	- EXPANSION JOINT
ELEC	- ELECTRICAL
ELEV	- ELEVATION OR ELEVATOR
EMERG	- EMERGENCY
ENCL	- ENCLOSURE
EQ	- EQUAL
EQUIP	- EQUIPMENT
EW	- EACH WAY
EWC	- ELECTRICAL WATER COOLER
EXIST	- EXISTING
EXP	- EXPANSION
EXT	- EXTERIOR
FA	- FIRE ALARM
FAAP	- FIRE ALARM ANNUNCIATOR PANEL
FACP	- FIRE ALARM CONTROL PANEL
FD	- FLOOR DRAIN
FDC	- FIRE DEPARTMENT CONNECTION
FE	- FIRE EXTINGUISHER
FEC	- FIRE EXTINGUISHER CABINET
FF	- FINISHED FLOOR
FF & E	- FURNITURE, FINISHES & EQUIPMENT
FG	- FIBERGLASS
FIN	- FINISH
FIXT	- FIXTURE
FJ	- FINGER JOINT
FLR	- FLOOR
FLUOR	- FLUORESCENT
FT	- FOOT / FEET
FTG	- FOOTING
FURN	- FURNITURE
GA	- GAUGE
GALV	- GALVANIZED
GC	- GENERAL CONTRACTOR
GL	- GLASS
GRD	- GROUND
GYP.BD.	- GYPSUM WALLBOARD
H	- HIGH OR HEIGHT
HB	- HOSE BIBB
HC	- HOLLOW CORE
HDW	- HARDWARE
HM	- HOLLOW METAL (STEEL FRAME)
HO	- HOLD-OPEN
HORIZ	- HORIZONTAL
HR	- HOUR
HVAC	- HEATING, VENTILATION, AIR CONDITIONING
HW	- HOT WATER
IN	- INCH
INCL	- INCLUDED OR INCLUDING
INFO	- INFORMATION
INSUL	- INSULATION
INT	- INTERIOR
INV	- INVERT
JAN	- JANITOR
JT	- JOINT
K	- KIP (1000 LBS)
KO	- KNOCKOUT
L	- LONG
LAB	- LABORATORY
LAM	- LAMINATE OR LAMINATION
LAV	- LAVATORY
LB	- POUND
LF	- LINEAR FOOT

M	- METER
MAINT	- MAINTENANCE
MAS	- MASONRY
MATL	- MATERIAL
MAX	- MAXIMUM
MC	- MEDICINE CABINET
MDF	- MEDIUM DENSITY FIBERBOARD
MDO	- MEDIUM DENSITY OVERLAY PLYWOOD
MECH	- MECHANICAL
MEZZ	- MEZZANINE
MF	- MISC. FLOORING
MFR	- MANUFACTURER
MICRO	- MICROWAVE
MIN	- MINIMUM
MISC	- MISCELLANEOUS
MKBD	- MARKERBOARD
MM	- MILLIMETER
MNT	- MOUNT
MO	- MASONRY OPENING
MR	- MOISTURE RESISTANT
MTL	- METAL
MUL	- MULLION
N	- NORTH
N/A	- NOT APPLICABLE
NIC	- NOT IN CONTRACT
NOM	- NOMINAL
NTS	- NOT TO SCALE
NO	- NUMBER
OC	- ON CENTER
OD	- OUTSIDE DIAMETER/DIMENSION
OFF	- OFFICE
OPNG	- OPENING
OPP	- OPPOSITE
OVHD	- OVERHEAD
P	- PAINT
PC	- PRECAST CONCRETE
PERP	- PERPENDICULAR
PH	- PHONE
PL	- PLASTIC LAMINATE
PLF	- POUNDS PER LINEAR FOOT
PLUMB	- PLUMBING
PLYWD	- PLYWOOD
PR	- PAIR
PREFAB	- PREFABRICATED
PROJ	- PROJECT
PSF	- POUNDS PER SQUARE FOOT
PT	- PRESSURE TREATED
QTY	- QUANTITY
R	- RISER OR RADIUS
RA	- RETURN AIR
RCP	- REFLECTED CEILING PLAN
RD	- ROOF DRAIN
REBAR	- REINFORCING STEEL BAR
REF	- REFRIGERATOR
REINF	- REINFORCED OR REINFORCING
REQ'D	- REQUIRED
REV	- REVISION OR REVISED
RF	- RUBBER FLOORING
RM	- ROOM
RO	- ROUGH OPENING
RR	- RESTROOM
RS	- ROUGH SAW
RWL	- RAIN WATER LEADER
S	- SOUTH
SAN	- SANITARY
SC	- SOLID CORE
SCHED	- SCHEDULE
SD	- STORM DRAIN OR SOAP DISPENSER
SECT	- SECTION
SF	- SQUARE FEET / FOOT
SHR	- SHOWER
SHT	- SHEET
SIM	- SIMILAR
SM	- SOLID SURFACE MATERIAL
SP	- SPECIALTY
SPEC	- SPECIFICATION
SPKLR	- SPRINKLER
SPKR	- SPEAKER
SQ	- SQUARE
SS	- STAINLESS STEEL
STD	- STANDARD
STL	- STEEL
STOR	- STORAGE
STRUCT	- STRUCTURAL
SUSP	- SUSPENDED
T	- TREAD OR THICKNESS
TEMP	- TEMPERED
THRU	- THROUGH
TKBD	- TACKBOARD
TM	- TRIMS & MILLWORK
TR	- FLOOR TRANSITION
TS	- TUBE STEEL
TV	- TELEVISION
TYP	- TYPICAL
T&G	- TONGUE & GROOVE
UNO	- UNLESS NOTED OTHERWISE
UL	- UNDERWRITER'S LABORATORY
UR	- URINAL
VF	- VINYL FLOORING
VERT	- VERTICAL
VIF	- VERIFY IN FIELD
W	- WIDE OR WIDTH
W/	- WITH
WC	- WATER CLOSET
WD	- WOOD
WDF	- WOOD FLOORING
WF	- WALL FINISH
WH	- WATER HEATER
WIN	- WINDOW TREATMENT
W/O	- WITHOUT
WP	- WATERPROOFING
WT	- WEIGHT
WWM	- WELDED WIRE MESH

&	AND
∠	ANGLE
@	AT
℄	CENTER LINE
⊏	CHANNEL
°	DEGREE
⌀	DIAMETER OR ROUND
#	NUMBER
P	PLATE
⏍	SQUARE FOOT (FEET)
⊥	STRUCTURAL TEE

ARCH/INTERIOR ABBREVIATIONS | 8

A. GENERAL NOTES:

1. PROVIDE COMPLETE PROJECT SYSTEMS AND COMPONENTS INDICATED ON THE PROJECT DOCUMENTS.
2. THE CONTRACTOR SHALL WORK WITHIN THE AREA BOUNDARIES INDICATED IN THE PROJECT DOCUMENTS, AND SHALL COMPLY WITH ALL APPLICABLE BUILDING CODE, REGULATION, & ORDINANCE REQUIREMENTS. OCCUPANTS ADJACENT TO THE PROJECT AREA BOUNDARIES SHALL CONTINUE UNINTERRUPTED OCCUPANCY.
3. THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY FIELD CONDITIONS AND COORDINATION WITH THE PROJECT DOCUMENTS PRIOR TO PROCEEDING WITH THE WORK.
4. THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE THE WORK WITH ALL REQUIREMENTS INDICATED IN THE PROJECT DOCUMENTS.
5. THE CONTRACTOR SHALL PERFORM THE WORK AT THE PROJECT SITE DURING NORMAL BUSINESS HOURS, UNLESS OTHERWISE NOTED.
6. THE CONTRACTOR SHALL COORDINATE THE WORK WITH EQUIPMENT, FURNISHINGS, AND SYSTEMS PROVIDED BY THE OWNER.

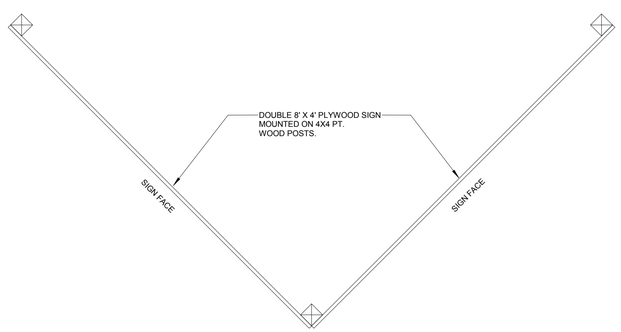
B. DEFINITIONS:

1. "TYPICAL" OR "TYP" INDICATES IDENTICAL COMPLETE SYSTEM FOR THE CONDITION NOTED.
2. "SIMILAR" OR "SIM" INDICATES COMPLETE SYSTEM AND COMPONENTS COMPARABLE TO THE CHARACTERISTICS FOR THE CONDITION NOTED.
3. "AS REQUIRED" OR "REQ'D" INDICATES CONTRACTOR SHALL PROVIDE COMPONENTS REQUIRED TO COMPLETE THE NOTED SYSTEM AS INDICATED IN THE PROJECT DOCUMENTS.
4. "ALIGN" INDICATES ACCURATELY PROVIDE FINISH FACES OF MATERIALS IN STRAIGHT, TRUE, AND PLUMB RELATION ADJACENT MATERIALS.

C. DIMENSIONS:

1. DIMENSIONS ARE INDICATED TO THE CENTERLINE OF THE STRUCTURAL GRID, FACE OF UNFINISHED CONCRETE WALL, NOMINAL FACE OF C.M.U. WALL OR FACE OF UNFINISHED PARTITION AS SCHEDULED, UNLESS OTHERWISE NOTED.
2. ALIGNMENT OF PARTITIONS AND FINISHES AS SCHEDULED SHALL BE STRAIGHT, TRUE & PLUMB. ANY DISCREPANCY IN DIMENSIONS BETWEEN PLANS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ARCHITECT.
3. MINIMUM DIMENSIONS FOR ACCESSIBILITY CLEARANCES AND BUILDING CODE REQUIREMENTS SHALL BE MAINTAINED.
4. FLOOR ELEVATIONS ARE INDICATED AT THE FACE OF THE STRUCTURAL SLAB, UNLESS OTHERWISE NOTED.
5. CEILING HEIGHTS ARE INDICATED FROM THE FLOOR ELEVATION TO THE FACE OF FINISH MATERIAL, UNLESS OTHERWISE NOTED.
6. DOOR JAMBS IN STUD WALLS SHALL BE LOCATED 4 INCHES FROM ADJACENT WALLS UNLESS OTHERWISE NOTED. DOOR JAMBS IN CMU WALLS SHALL BE LOCATED 8 INCHES FROM ADJACENT WALLS UNLESS OTHERWISE NOTED.

GENERAL NOTES | 7



DOUBLE 4' X 8' JOB SIGN TO BE FURNISHED BY THE ARCHITECT WITH APPROPRIATE LOGO AND INFORMATION AT TIME OF ACCEPTANCE. ARCHITECT TO COORDINATE SIGN DESIGN, SIZE OF LETTERING AND LOCATION OF SIGN WITH CONTRACTOR"

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SIGNAGE | 6

A. THE DRAWINGS IN THIS SET ARE ORGANIZED AS FOLLOWS:
EACH DRAWING IS IDENTIFIED BY THE SHEET NUMBER IN THE LOWER RIGHT HAND CORNER OF THE TITLEBLOCK.
EXAMPLE: A3.1.2

1. DISCIPLINE: THE FIRST LETTER INDICATES THE DISCIPLINE THAT CREATED THE DRAWING (I.E. A = ARCHITECTURAL).

2. DETAIL IDENTIFICATION: THE LETTER OR NUMBER AT THE END OF A DETAIL REFERENCE SYMBOL A1/A3.1.2 INDICATES REFERENCE TO A SPECIFIC DRAWING OR DETAIL POSITION ON THE SHEET.

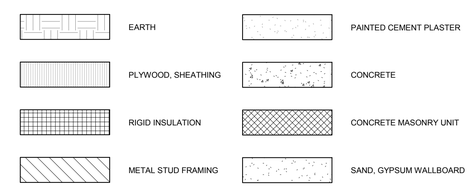
B. DISCIPLINES ARE ORGANIZED IN THE FOLLOWING MANNER (AS REQUIRED):

C.	CIVIL
L.	LANDSCAPE
IR.	IRRIGATION
A.	ARCHITECTURAL
I.	INTERIOR DESIGN
S.	STRUCTURAL
FS.	FOOD SERVICE
M.	MECHANICAL / HVAC
P.	PLUMBING
F.	FIRE PROTECTION
E.	ELECTRICAL
T.	TECHNOLOGY / DATA DISTRIBUTION

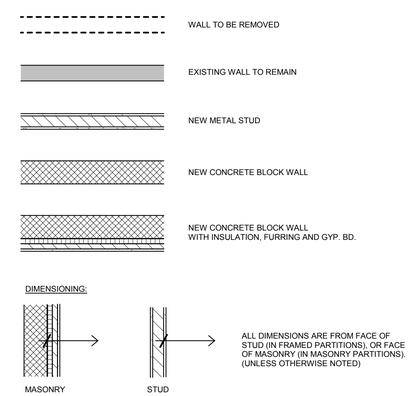
C. ARCHITECTURAL CATEGORIES ARE TYPICALLY ORGANIZED IN THE FOLLOWING MANNER (AS REQUIRED):

A0	GENERAL
A1	SITE PLANS & DETAILS
A2	LIFE SAFETY PLANS & CODE INFORMATION
A3	FLOOR PLANS (DEMOLITION, FLOOR, FINISH, REFLECTED CEILING)
A4	ROOF PLANS, ROOF DETAILS
A5	EXTERIOR ELEVATIONS
A6	BUILDING SECTIONS, WALL SECTIONS, DETAILS, STAIR PLANS & DETAILS
A7	WALL TYPES, WALL DETAILS
A8	DOOR, FRAMES & WINDOW DETAILS
A9	ENLARGED FLOOR PLANS & INTERIOR ELEVATIONS

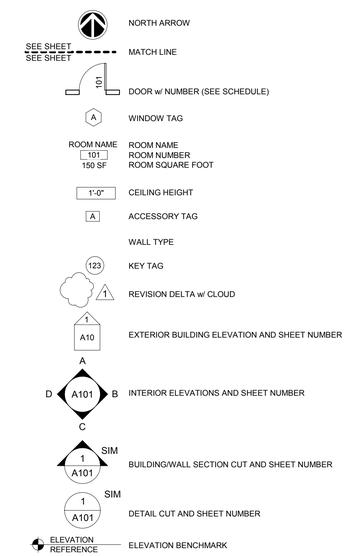
DRAWING ORGANIZATION | 5



MATERIAL INDICATIONS | 4

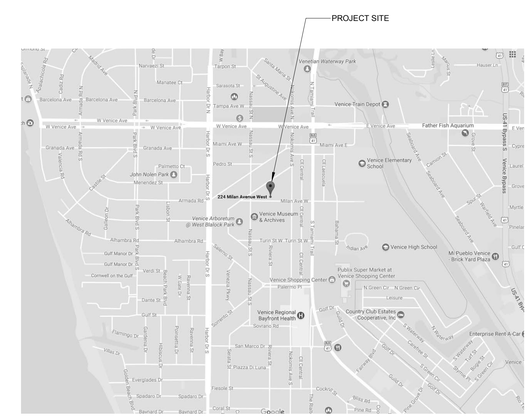


WALL LEGEND | 3



SYMBOLS

1/8" = 1'-0"



LOCATION MAP | 1

FAWLEY BRYANT ARCHITECTURE | SMART BEAUTIFUL SPACES

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224 Milan Avenue West, Venice, FL

Project No.	2015058.09
Drawn By	Author
Checked By	Checker
Date	December 15, 2017

Revisions:

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Charles S. Padgett
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ABBREVIATIONS, NOTES & SYMBOLS

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EGRESS LEGEND

3'-0" DOOR	34"	34" / .20" PER OCCUPANT = 170 OCCUPANTS TOTAL
PAIR 3'-0" DOOR	68"	68" / .20" PER OCCUPANT = 340 OCCUPANTS TOTAL
4'-0" DOOR	46"	46" / .20" PER OCCUPANT = 230 OCCUPANTS TOTAL
PAIR 4'-0" DOOR	92"	92" / .20" PER OCCUPANT = 460 OCCUPANTS TOTAL

SIGNAGE LEGEND

PROVIDE CODE MINIMUM SIGNAGE

LINE TYPE AND SYMBOL LEGEND

- EMERGENCY LIGHT
- EMERGENCY EXIT SIGN
- P — FIRE ALARM PULL STATION
- SMOKE RATED WALL
- 1 HOUR FIRE RATED WALL
- 2 HOUR FIRE RATED WALL
- EGRESS PATH

FIRE EXTINGUISHER LEGEND

GENERAL / MULTI-PURPOSE

B — FIRE EXTINGUISHER - BRACKET MOUNTED

TYPICAL BRACKET MOUNTED FIRE EXTINGUISHER TO BE A MINIMUM UL RATING OF 2A WITH 75' TRAVEL DISTANCE - PROVIDE LARSEN'S MFG., MP5-A WITH UL RATING OF 3A-40B:C OR EQUAL

C — FIRE EXTINGUISHER - SEMI RECESSED MOUNTED

CABINET SEMI-RECESSED FIRE EXTINGUISHER TO BE A MINIMUM UL RATING OF 2A WITH 75' TRAVEL DISTANCE - PROVIDE LARSEN'S MFG., MP5-A WITH UL RATING OF 3A-40B:C OR EQUAL

ELECTRICAL ROOMS

E — FIRE EXTINGUISHER - BRACKET MOUNTED

TYPICAL BRACKET MOUNTED FIRE EXTINGUISHER TO BE A MINIMUM UL RATING OF 2A WITH 75' TRAVEL DISTANCE - PROVIDE LARSEN'S MFG., HT5 WITH UL RATING OF 5B:C OR EQUAL

KITCHEN

K — FIRE EXTINGUISHER - BRACKET MOUNTED

TYPICAL BRACKET MOUNTED FIRE EXTINGUISHER TO BE A MINIMUM UL RATING OF K WITH 30' TRAVEL DISTANCE - PROVIDE LARSEN'S MFG., WC-6L WITH UL RATING OF 2A:K OR EQUAL

NOTES

NOTE:

1. FIRE EXTINGUISHERS AND CABINETS TO BE PROVIDED AND INSTALLED BY CONSTRUCTION MANAGER.
2. FIRE EXTINGUISHER SELECTION AND INSTALLATION SHALL COMPLY WITH 2013 NFPA 10
3. FIRE EXTINGUISHERS SHALL BE MOUNTED AT A MAX HEIGHT OF 48" TO THE HANDLE OF THE EXTINGUISHER.

LIFE SAFETY LEGEND

1/8" = 1'-0"

BUILDING CODE ANALYSIS

CODE	CODE REFERENCES	FLORIDA BUILDING CODE 2017 FBC PLUMBING CODE 2017 FBC MECHANICAL CODE 2017 FLORIDA FIRE PREVENTION CODE, 6th EDITION 2017 NEC (nfpa 70)
BUILDING	USE AND OCCUPANCY CLASSIFICATION (CHAPTER 3)	ARCHIVE STORAGE GROUP S - 1 (1)
	ALLOWABLE HEIGHT (CHAPTER 5 - TABLE 503) ACTUAL HEIGHT	BUSINESS GROUP S (TYPE V-B) ALLOWABLE HEIGHT: 2 STORIES; 55' MAX HEIGHT ACTUAL HEIGHT: 1 STORIES, 13' TOTAL HEIGHT
	ALLOWABLE AREA (CHAPTER 5 - TABLE 503) 506 BUILDING AREA MODIFICATIONS: FRONTAGE INCREASE: (CHAPTER 5 - 506.2 EQUATION 5-2) AUTOMATIC SPRINKLER SYSTEM INCREASE: (CHAPTER 5 - 506.3) ACTUAL AREA	BUSINESS GROUP S-1 (TYPE V-B) ALLOWABLE AREA: 13,500 S.F. PER STORY without frontage increase applied as S1 (1) ACTUAL AREA = 1370 + 383 = 1753 SF
	TYPE OF CONSTRUCTION (CHAPTER 6)	TYPE V-B
	AUTOMATIC FIRE SPRINKLER SYSTEM	PROVIDED
FIRE RESISTANCE	FIRE-RESISTANCE RATING REQUIREMENTS FOR BUILDING ELEMENTS (TABLE 601)	TYPE V-B
	STRUCTURAL FRAME - INCLUDING COLUMNS, GIRDERS, TRUSSES	0 HOURS
	BEARING WALLS EXTERIOR INTERIOR	 0 HOURS 0 HOURS
	NONBEARING WALLS AND PARTITIONS INTERIOR	0 HOURS
	FLOOR CONSTRUCTION - INCLUDING SUPPORTING BEAMS AND JOISTS	0 HOURS
	ROOF CONSTRUCTION - INCLUDING SUPPORTING BEAMS AND JOISTS	0 HOURS
	FIRE SEPARATION DISTANCE (FBC TABLE 602) EXTERIOR WALLS	OCCUPANCY GROUP s1 FIRE SEPARATION DISTANCE = x<5'<10' x=7.5' = 1 HOURS (1)
	SHAFT ENCLOSURES (ELEVATORS) LESS THAN 4 FLOORS (FBC- SECTION 708.4)	FIRE RESISTANCE RATING = NOT LESS THAN 1 HOUR WITH 1 HOUR OPENING PROTECTIVES (715.4)

MEANS OF EGRESS

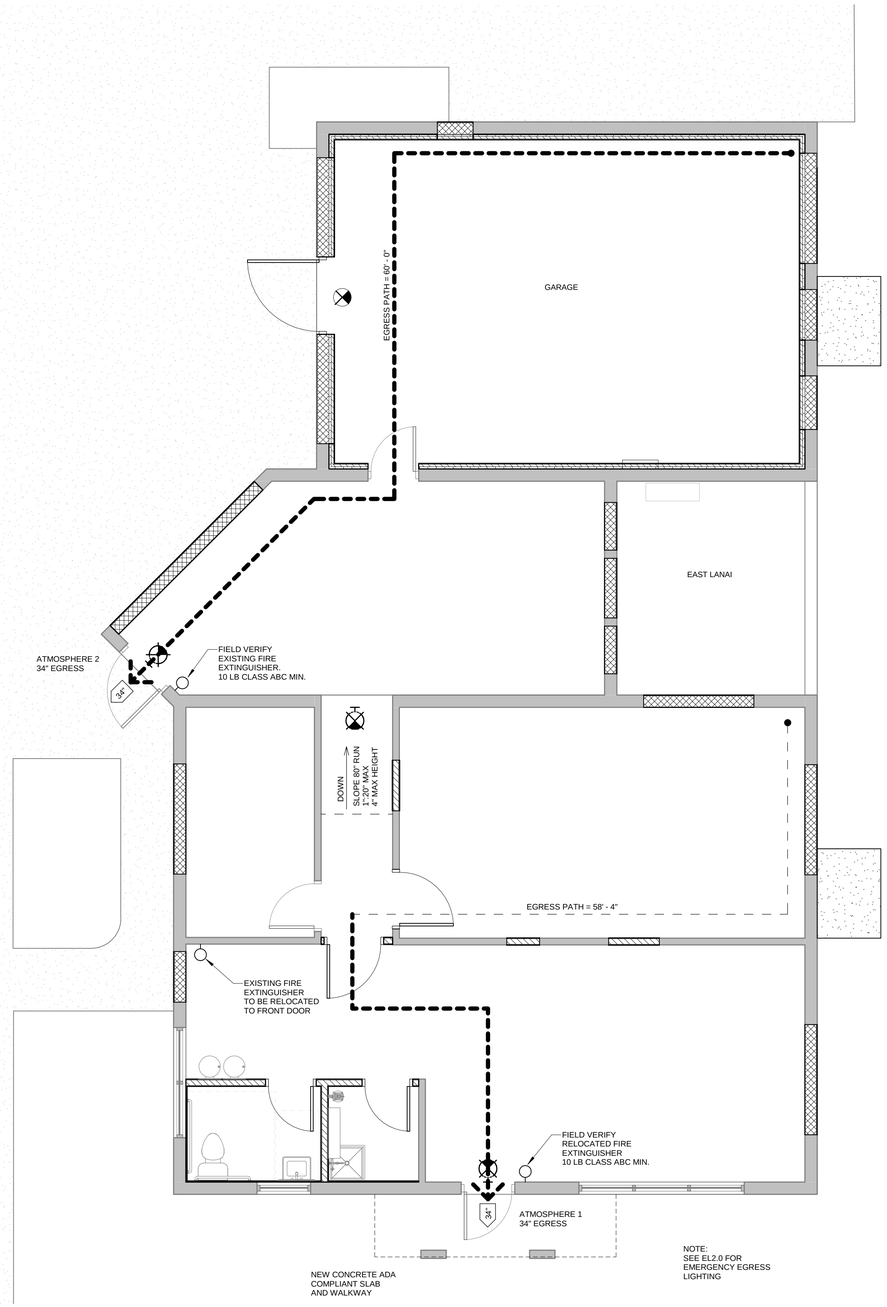
OCCUPANT LOAD: (TABLE 1004.1.1)	MAXIMUM FLOOR AREA ALLOWANCE PER OCCUPANT BUSINESS AREAS 100 GROSS ARCHIVE STORAGE AREAS 300 GROSS FIRST FLOOR BUSINESS 383 GROSS SQ. FT. / 100 = 4 OCCUPANTS STORAGE ALTERATION 1370 GROSS SQ. FT. / 300 = 5 OCCUPANTS TOTAL FIRST FLOOR OCCUPANTS 9 OCCUPANTS TOTAL NUMBER OF OCCUPANTS 09 OCCUPANTS
EGRESS WIDTH (SECTION 1005.1) EGRESS WIDTH PER OCCUPANT SERVED	STAIRS 0.3 (INCHES PER OCCUPANT) OTHER EGRESS COMPONENTS 0.2 (INCHES PER OCCUPANT) FIRST FLOOR OCCUPANT LOAD: 09 PERSONS OTHER EGRESS COMPONENTS 0.2 (09) = 1.8 INCHES TOTAL EGRESS REQUIRED **64" TOTAL EGRESS PROVIDED**
EXIT ACCESS (SECTION 1014) COMMON PATH OF TRAVEL (SECTION 1014.3)	COMMON PATH OF TRAVEL, SECTION 1014.3 EXCEPTION 1. OCCUPANCY S, WITH SPRINKLER SYSTEM LENGTH OF COMMON PATH OF TRAVEL = 100 FEET
EXIT ACCESS TRAVEL DISTANCE (TABLE 1016.1)	OCCUPANCY GROUP S, WITH SPRINKLER SYSTEM MAXIMUM EGRESS DISTANCE 300'
CORRIDORS (SECTION 1017) DEAD ENDS (SECTION 1018.4)	OCCUPANCY GROUP S, WITH SPRINKLER SYSTEM LENGTH OF DEAD END CORRIDORS SHALL NOT EXCEED 50'
SPACES WITH ONE EXIT (TABLE 1015.1)	STORAGE OCCUPANCY: MAX OCCUPANT LOAD = 49 PERSONS MAXIMUM
1016.1 EXIT ACCESS LIMITATIONS:	**EXCEPTION 4:** IN OTHER THAN OCCUPANCY H AND I, EXIT ACCESS TRAVEL DISTANCE IS PERMITTED TO BE MEASURED FROM THE MOST REMOTE POINT WITHIN A BUILDING TO AN EXIT USING UNENCLOSED EXIT ACCESS STAIRWAYS OR RAMPS IN THE FIRST AND SECOND STORIES ABOVE GRADE PLANE IN BUILDINGS EQUIPPED WITH AN AUTOMATIC FIRE SPRINKLER SYSTEM. THE FIRST AND SECOND STORIES ABOVE GRADE PLANE SHALL BE PROVIDED WITH AT LEAST TWO MEANS OF EGRESS. SUCH INTERCONNECTED STORIES SHALL NOT BE OPEN TO OTHER STORIES.
CORRIDORS (SECTION 1018) TABLE 1018.1; CORRIDOR FIRE RESISTANCE RATING	OCCUPANCY GROUP S, WITH SPRINKLER SYSTEM FIRE RESISTANCE RATING REQUIRED; 0 HOURS
MINIMUM NUMBER OF EXITS (SECTION 1021)	1-500 OCCUPANTS. MIN NUMBER OF EXITS PER STORY = 2 **2 EXITS PROVIDED ON FIRST FLOOR**

PLUMBING

	W.C. 1/25 FOR THE FIRST 50, 1/50 FOR EXCEEDING		LAVATORY 1/40 FOR THE FIRST 80, 1/80 FOR EXCEEDING		UNISEX RR	D.F. 1 PER 100	SERVICE SINK
MINIMUM NUMBER OF REQUIRED PLUMBING FIXTURES FOR STORAGE OCCUPANCY (TABLE 403.1) SECTION 403.2 EXCEPTION 2 - SEPARATE FACILITIES NOT REQUIRED FOR STRUCTURAES OR TENANT SPACES WIT A TOTAL OCCUPANT LOAD... OF 15 OR FEWER	M	F	M	F	N/A	1	1
	0	0	0	0			
TOTAL OCCUPANTS: 09	W.C.		LAVATORY		UNISEX RR	D.F.	SERVICE SINK
	M	F	M	F			
	0	0	0	0	1	1	1

CODE ANALYSIS

12" = 1'-0"



LIFE SAFETY PLAN 1

1/4" = 1'-0"

FAWLEY BRYANT ARCHITECTURE
SMART BEAUTIFUL SPACES

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Drawn By	sge
Checked By	cws
Date	December 15, 2017

Revisions:

1 Bldg Comments 03.08.18

STATE OF FLORIDA
CHARLES S. PADGETT
AR95286
REGISTERED ARCHITECT

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AR 95286

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LIFE SAFETY PLAN

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GENERAL DEMOLITION NOTES:
FOR DEMOLITION REQUIREMENTS. DEMOLITION ITEMS ARE NOT TO BE CONSIDERED ALL INCLUSIVE OR COMPLETE IN THEMSELVES. PERFORM ADDITIONAL DEMOLITION THAT MIGHT REASONABLY BE REQUIRED FOR PREPARATION OF INSTALLATION OF NEW CONSTRUCTION OR SPECIFIED FINISHES. DEMOLITION SHALL BE PERFORMED IN A MANNER THAT WILL NOT DAMAGE ADJOINING SURFACES INDICATED TO REMAIN. SURFACES SHALL BE PATCHED IF NECESSARY TO PROVIDE A SUITABLE SUBSTRATE FOR NEW FINISHES.

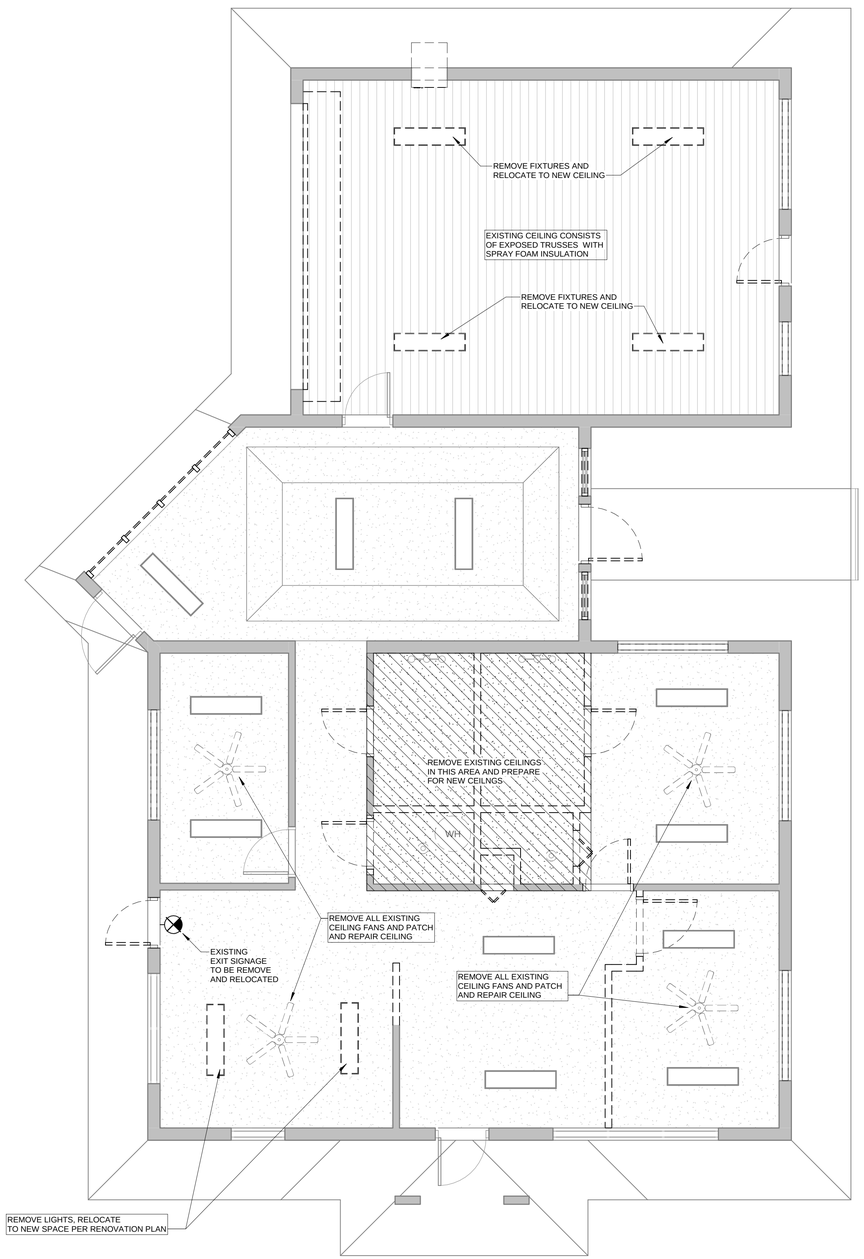
PROTECTION:
EXERCISE CARE DURING WORK TO PROTECT INTERIOR AND EXTERIOR EXISTING CONSTRUCTION TO REMAIN. REPAIR TO EXISTING CONSTRUCTION DUE TO DAMAGE SHALL BE DONE AT NO COST TO THE OWNER.

FINISHES:
WHERE NEW FINISHES ARE SCHEDULED FOR EXISTING OR RENOVATED SPACE, THE CONTRACTOR SHALL REMOVE EXISTING FINISHES.

BUILDINGS BUILT PRIOR TO 1982
NEED TO HAVE AN ASBESTOS REPORT TO INSPECT AND FIND FINISHES IN OR OUT OF COMPLIANCE PRIOR TO DEMOLITION

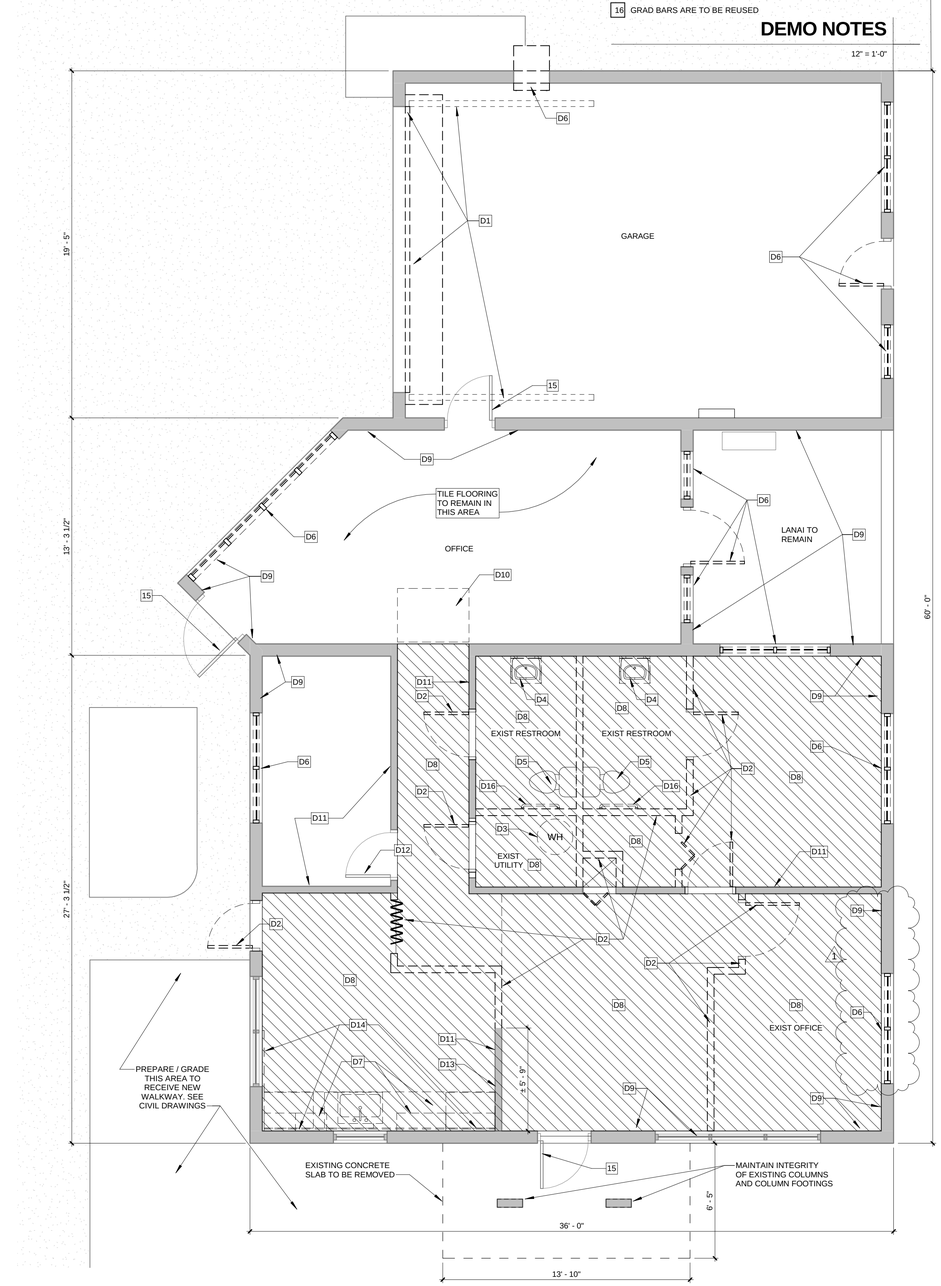
1. REMOVE GARAGE DOOR, FRAME AND HARDWARE.
2. REMOVE EXISTING DRYWALL PARTITION FROM FLOOR TO CEILING ABOVE. REMOVE ALL DOORS IN PARTITIONS WITH CARE SO THEY CAN BE REUSED. SEE DOOR SCHEDULE.
3. REMOVE AND CAP OFF WATER HEATER. SALVAGE FOR OWNER.
4. RELOCATE ADA SINK TO NEW LOCATION. PATCH AND CAP DRAINS AS REQUIRED.
5. RELOACATE ADA TOILET TO NEW LOCATION. PATCH AND CAP DRAINS AS REQUIRED.
6. REMOVE DOOR / WINDOW/ AC. PREPARE FOR CMU INFILL.
7. REMOVE UPPER AND LOWER CABINETRY. PREPARE FOR NEW WORK (PLUMBING, BRACING , ETC.)
8. REMOVE EXISTING FLOORING.
9. MAINTAIN EXISTING CONSTRUCTION AT EXTERIOR WALLS.
10. REMOVE EXISTING RAMP AND PREPARE FOR NEW ADA RAMP / STEP.
11. EXISTING INTERIOR WALL TO REMAIN.
12. EXISTING INTERIOR DOOR TO REMAIN.
13. REMOVE PORTION OF EXISTING WALL FOR NEW DOOR.
14. REMOVE EXISTING GYPSUM WALL BOARD FLOOR TO CEILING.
15. EXISTING EXTERIOR DOOR TO REMAIN
16. GRAD BARS ARE TO BE REUSED

DEMO NOTES



DEMO REFLECTED CEILING PLAN | 2

1/4" = 1'-0"



1ST FLOOR DEMO PLAN | 1

1/4" = 1'-0"

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DEMO FLOOR PLAN

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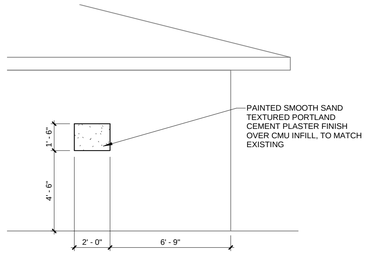
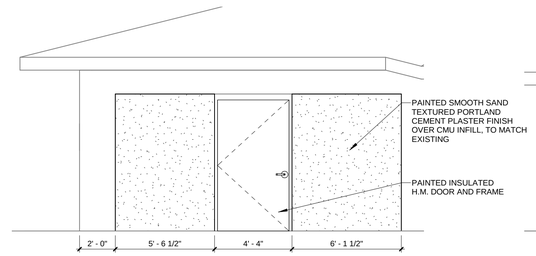


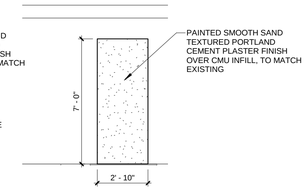
WALL UNIT A/C INFILL | 6

1/4" = 1'-0"



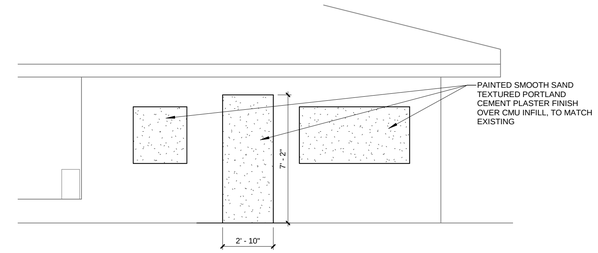
GARAGE DOOR INFILL | 5

1/4" = 1'-0"



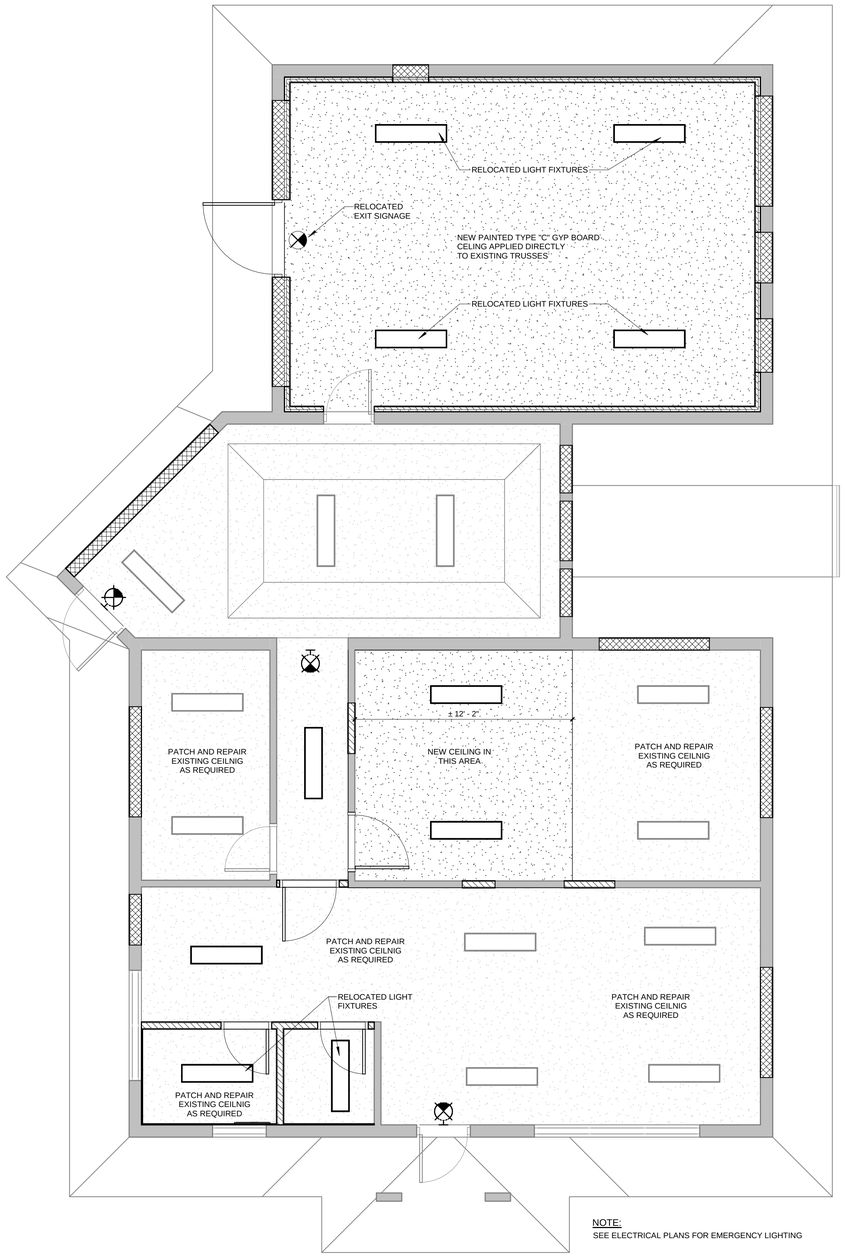
DOOR INFILL | 4

1/4" = 1'-0"



INFILL ELEVATION | 3

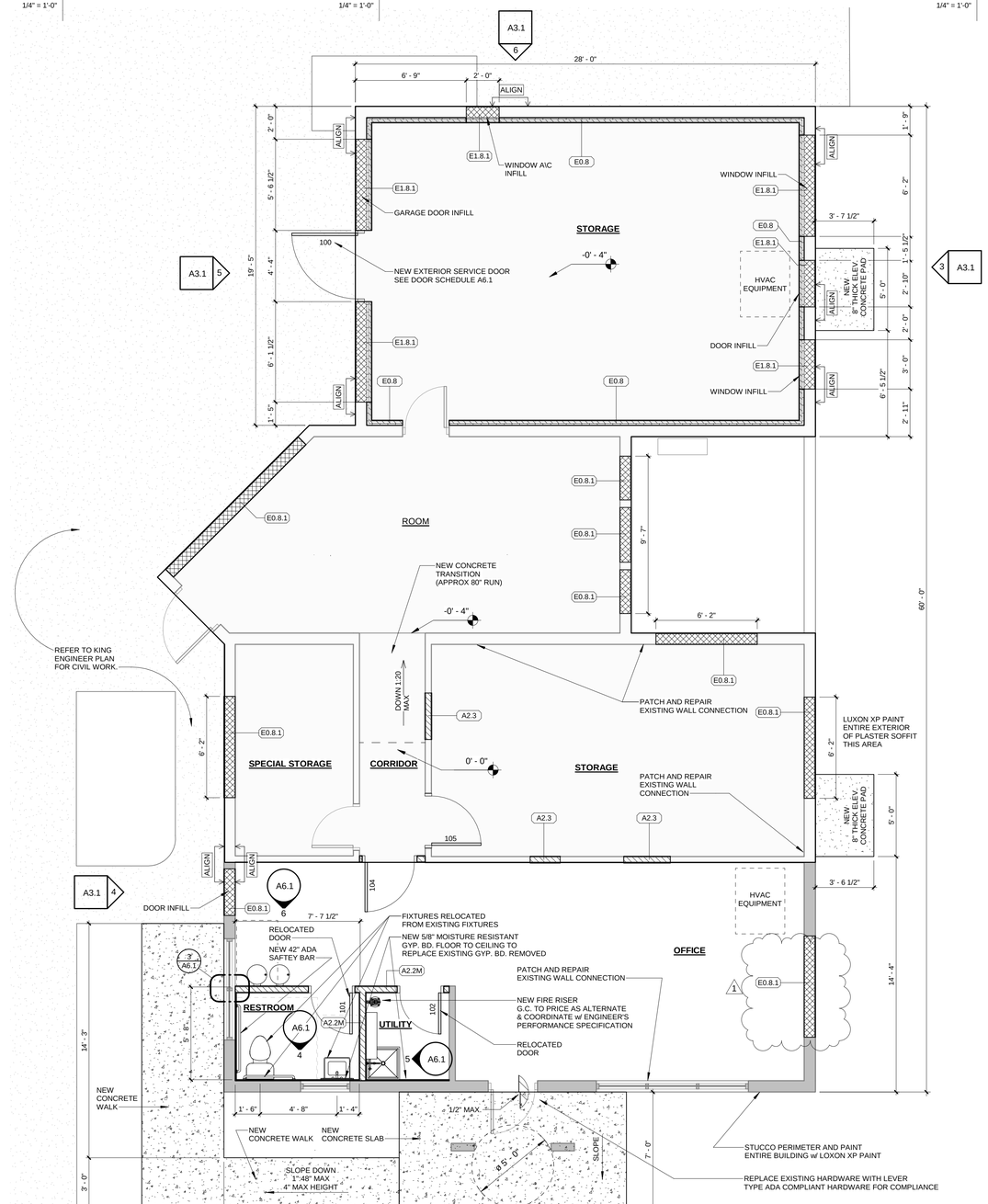
1/4" = 1'-0"



NOTE:
SEE ELECTRICAL PLANS FOR EMERGENCY LIGHTING

1ST FLOOR REFLECTED CEILING PLAN | 2

1/4" = 1'-0"



RENOVATION PLAN | 1

1/4" = 1'-0"

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City of Venice, FL - Museum Archive

224 Milan Avenue West, Venice, FL

Project No.	2015058.09
Drawn By	SGE
Checked By	CWS
Date	December 15, 2017

Revisions:

1	Bldg Comments	03.08.18

STATE OF FLORIDA
CHARLES S. PADGETT
AR95286
REGISTERED ARCHITECT

Charles S. Padgett
AR 95286

"To the best of the Architect's or Engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and applicable fire safety standards as determined by local authority in accordance with Chapter 553 and 663 of Florida Statutes."

100% Construction Documents

A3.1

FIRST FLOOR PLAN

Originals printed at 24" x 36" scale as required

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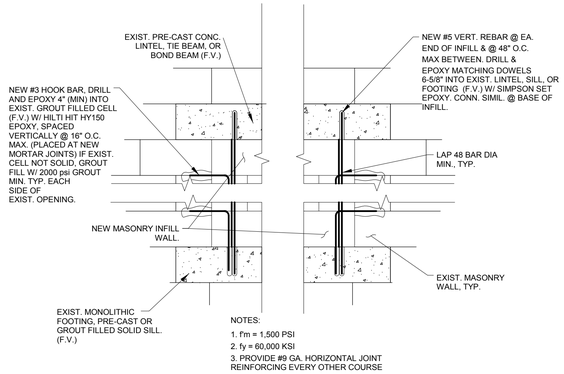
WIND: 2014 FLORIDA BUILDING CODE: SECTION 1609,
SPEED: V(ult)=160 MPH, V(asd)=124 MPH, EXPOSURE: B, RISK CATEGORY II

COMPONENT AND CLADDING WIND PRESSURES (ALLOWABLE)

	COMPONENT LOCATION (ZONES)	POSITIVE PRESSURE(psf)				NEGATIVE PRESSURE (psf)			
		Ae= 10SF	Ae= 20SF	Ae= 50SF	Ae= 100SF	Ae= 10SF	Ae= 20SF	Ae= 50SF	Ae= 100SF
ROOFS	ELSEWHERE - ZONE 1	18.7	17.1	14.9	13.2	-29.7	-28.8	-27.9	-27.0
ROOFS	WITHIN 3ft. FROM HIPS & RIDGES-ZONE 2	18.7	17.1	14.9	13.2	-51.7	-47.6	-42.1	-38.0
ROOFS	WITHIN 3ft. FROM CORNERS ZONE 3	18.7	17.1	14.9	13.2	-76.5	-71.5	-65.1	-60.0
ROOFS	AT OVERHANGS-ZONE 2					-65.5	-65.5	-65.5	-65.5
ROOFS	AT OVERHANGS WITHIN 3ft FROM CORNERS-ZONE 3					-106.8	-96.2	-84.3	-73.8
WALLS	ELSEWHERE-ZONE 4	32.5	31.1	29.0	27.7	-35.2	-33.9	-31.8	-30.4
WALLS	WITHIN 3ft. FROM CORNERS ZONE 5	32.5	31.1	29.0	27.7	-43.5	-40.7	-36.6	-33.9

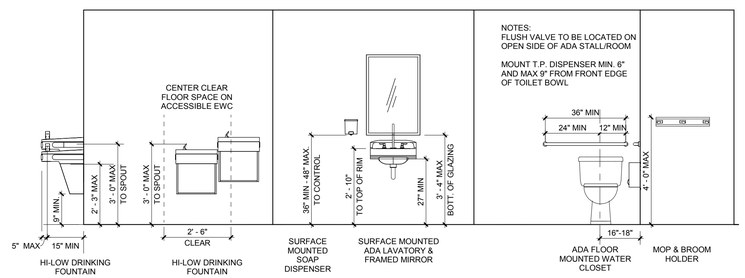
NOTE:
1) Ae: EFFECTIVE AREA
2) PRESSURES ARE ALLOWABLE BASED ON WIND SPEED AND RISK CATEGORY NOTED ABOVE
3) PRESSURES ARE FOR "ENCLOSED" CONDITION WITH INTERNAL PRESSURE COEFFICIENT OF ± 0.18.
4) PRESSURES CALCULATED WITH Kd=1.0

STRUCTURAL WIND LOAD TABLE | 9
1/4" = 1'-0"

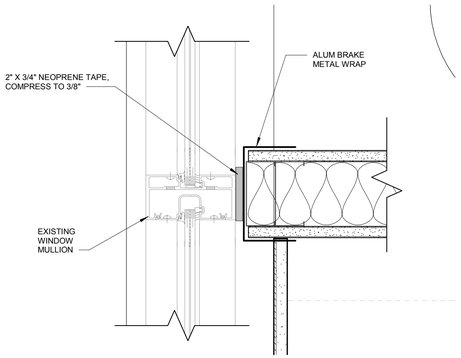


NOTES:
1. f'm = 1,500 PSI
2. fy = 60,000 KSI
3. PROVIDE #9 GA. HORIZONTAL JOINT REINFORCING EVERY OTHER COURSE

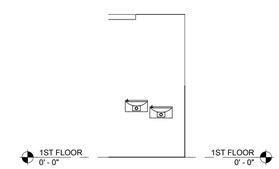
STRUCTURAL MASONRY WALL INFILL DETAIL | 7
3/4" = 1'-0"



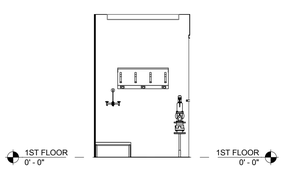
RESTROOM TYPICAL ELEVATIONS
3/8" = 1'-0"



WALL TO MULLION DETAIL | 3
3" = 1'-0"

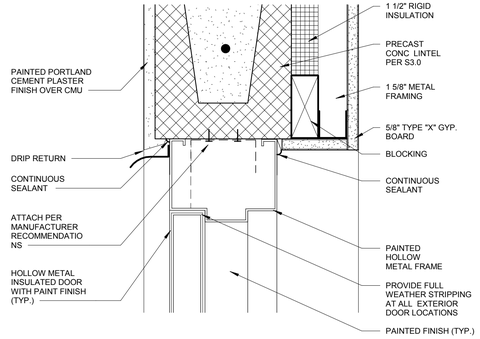


WATER COOLER ELEVATION | 6
1/4" = 1'-0"



UTILITY ELEVATION | 5
1/4" = 1'-0"

R.R. ELEVATION | 4
1/4" = 1'-0"



EXT H.M. DOOR HEAD | 2
3" = 1'-0"

LIGHT GAUGE STEEL GENERAL NOTE

LIGHT GAUGE STEEL EXTERIOR. AND, WHERE REQUIRED, INTERIOR WALL AND CEILING SYSTEMS AND COMPONENTS AS A MINIMUM REQUIRE FABRICATION AND ERECTION DRAWINGS PREPARED BY A DELEGATED ENGINEER. DELEGATED ENGINEER SHALL POSSESS CURRENT PROFESSIONAL LICENSURE IN THE JURISDICTION OF THE PROJECT, AND SHALL MAINTAIN MINIMUM LIABILITY INSURANCE OF $1,000,000.

EXTERIOR WALL INSULATION

PROVIDE FULL HEIGHT RIGID OR BATT INSULATION TO CREATE A COMPLETE THERMAL ENCLOSURE. ALL 1-1/2" RIGID INSULATION IS TO BE SEMI-PERMEABLE AND NON-FACED. INSULATION TO EXTEND TO UNDERSIDE OF STRUCTURE OR DECK AS INDICATED ON BUILDING AND/OR WALL SECTIONS. ALL INSULATION SHALL BE COVERED BY MIN 5/8" GYPSUM BOARD.

PARTITION TYPES NOTES

1. PARTITION TYPES ARE INDICATED ON THE FLOOR PLANS.

2. ALL PARTITIONS SHALL EXTEND FROM FLOOR SLAB OR DECK TO THE UNDERSIDE OF THE STRUCTURAL DECK TO ACHIEVE COMPLETE CLOSURE, UNLESS NOTED OTHERWISE.

3. CONSTRUCTION OF FIRE-RATED PARTITIONS, INCLUDING TAPING AND FINISHING OF GYPSUM BOARD FOR FULL HEIGHT TO STRUCTURE ABOVE, SHALL BE IN ACCORDANCE WITH U.L. SYSTEM ASSEMBLY OR OTHER APPROVED ASSEMBLY SYSTEM TO ACHIEVE THE RATING INDICATED.

4. PROVIDE FULL HEIGHT ACOUSTICAL SOUND BATT INSULATION AT ALL INTERIOR METAL STUD PARTITIONS, UNLESS NOTED OTHERWISE. SOUND ISOLATION PARTITIONS SHALL BE SEALED FULL HEIGHT. TAPE AND FINISH ALL GYPSUM BOARD JOINTS AND FASTENERS, PROVIDE SEALANT AT PERIMETER AND AT ALL PENETRATIONS.

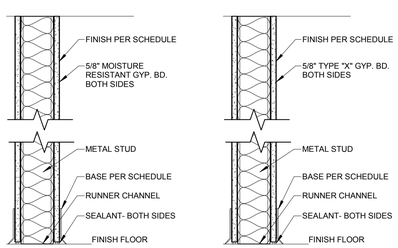
5. WHERE WOOD BLOCKING IS REQUIRED IN NON-COMBUSTIBLE CONSTRUCTION, PROVIDE FIRE-RETARDANT TREATED WOOD BLOCKING FOR PARTITION MOUNTED EQUIPMENT AND CASEWORK.

6. PARTITION TYPES DESCRIBE THE PRIMARY MEMBER AND SHEATHING. REFER TO FINISH SCHEDULE FOR ALL PARTITION FINISH DESIGNATIONS.

7. PROVIDE TYPE 'WR' WATER RESISTANT GYPSUM BACKING BOARD IN ALL WET AREAS SUCH AS TOILET, LOCKER, AND SHOWER ROOMS. PROVIDE 5/8" CEMENTITIOUS BACKING BOARD AT ALL CERAMIC TILE FINISHES TO ALIGN WITH 5/8" TYPE 'WR' GYPSUM BOARD ABOVE.

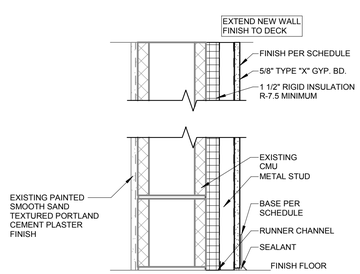
8. PROVIDE SLIP JOINT CONNECTIONS AT THE TOPS OF ALL PARTITIONS WHICH INTERSECT THE STRUCTURE ABOVE. PROVIDE FIRE SAFING AT ALL SLIP JOINT CONNECTIONS IN FIRE RATED PARTITIONS.

9. PROVIDE GYPSUM BOARD CONTROL JOINTS WHERE DESIGNATED ON THE INTERIOR ELEVATIONS AND ANYWHERE THERE IS A CONTINUOUS RUN OF GYPSUM BOARD THAT IS GREATER THAN 30'-0" IN LENGTH. CONFIRM THE LOCATION OF ADDITIONAL CONTROL JOINTS WITH THE ARCHITECT PRIOR TO INSTALLATION.

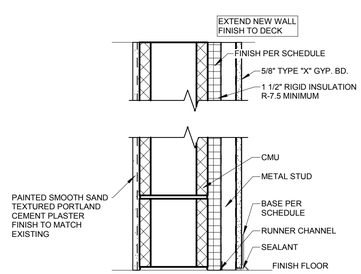


A2.2M PARTITION
WITH 3-5/8" METAL STUD

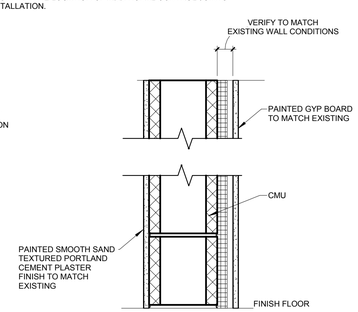
A2.3 PARTITION
WITH 3-5/8" METAL STUD



E0.8 EXISTING EXTERIOR CMU WALL
EXISTING 8"x8"x16" CMU WITH 1-5/8" METAL STUD

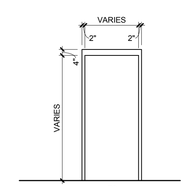


E1.8 INFILL EXTERIOR CMU WALL
8"x8"x16" CMU WITH 1-5/8" METAL STUD



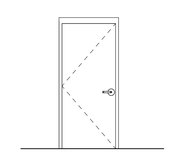
E0.8.1 INFILL EXTERIOR CMU WALL
8"x8"x16" CMU WITH STUCCO, 1 SIDE

WALL TYPES | 1
1 1/2" = 1'-0"



F2
HOLLOW METAL DOOR FRAME W/ 4" HEAD

DOOR FRAMES
1/4" = 1'-0"



D1
FLUSH DOOR

DOOR LEGEND
1/4" = 1'-0"

DOOR SCHEDULE

Door #	Type Mark	Width	Height	Thickness	Door Mat'l	Door Finish	Frame Type	Frame Mat'l	Frame Finish	Fire Rating	Comments
100	D1	4' - 0"	7' - 4"	1 3/4"	H.M.	PAINT	F1	H.M.	PAINT		INSULATED DOOR
101	D1	2' - 6"	6' - 8"	1 3/4"	S.C. WOOD	PAINT	PRE-HUNG	WOOD	PAINT		RELOCATED EXISTING DOOR
102	D1	2' - 6"	6' - 8"	1 3/4"	S.C. WOOD	PAINT	PRE-HUNG	WOOD	PAINT		RELOCATED EXISTING DOOR
104	D4	3' - 0"	7' - 0"	1 3/4"	S.C. WOOD	PAINT	F3	H.M.	PAINT		RELOCATED EXISTING DOOR
105	D4	3' - 0"	7' - 0"	1 3/4"	S.C. WOOD	PAINT	F3	H.M.	PAINT		

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224 Milan Avenue West, Venice, FL

Project No.	2015058.09
Drawn By	SGE
Checked By	CWS
Date	December 15, 2017

Revisions:

STATE OF FLORIDA
CHARLES S. PADGETT
AR95286
REGISTERED ARCHITECT

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A6.1
BUILDING DETAILS AND SCHEDULES

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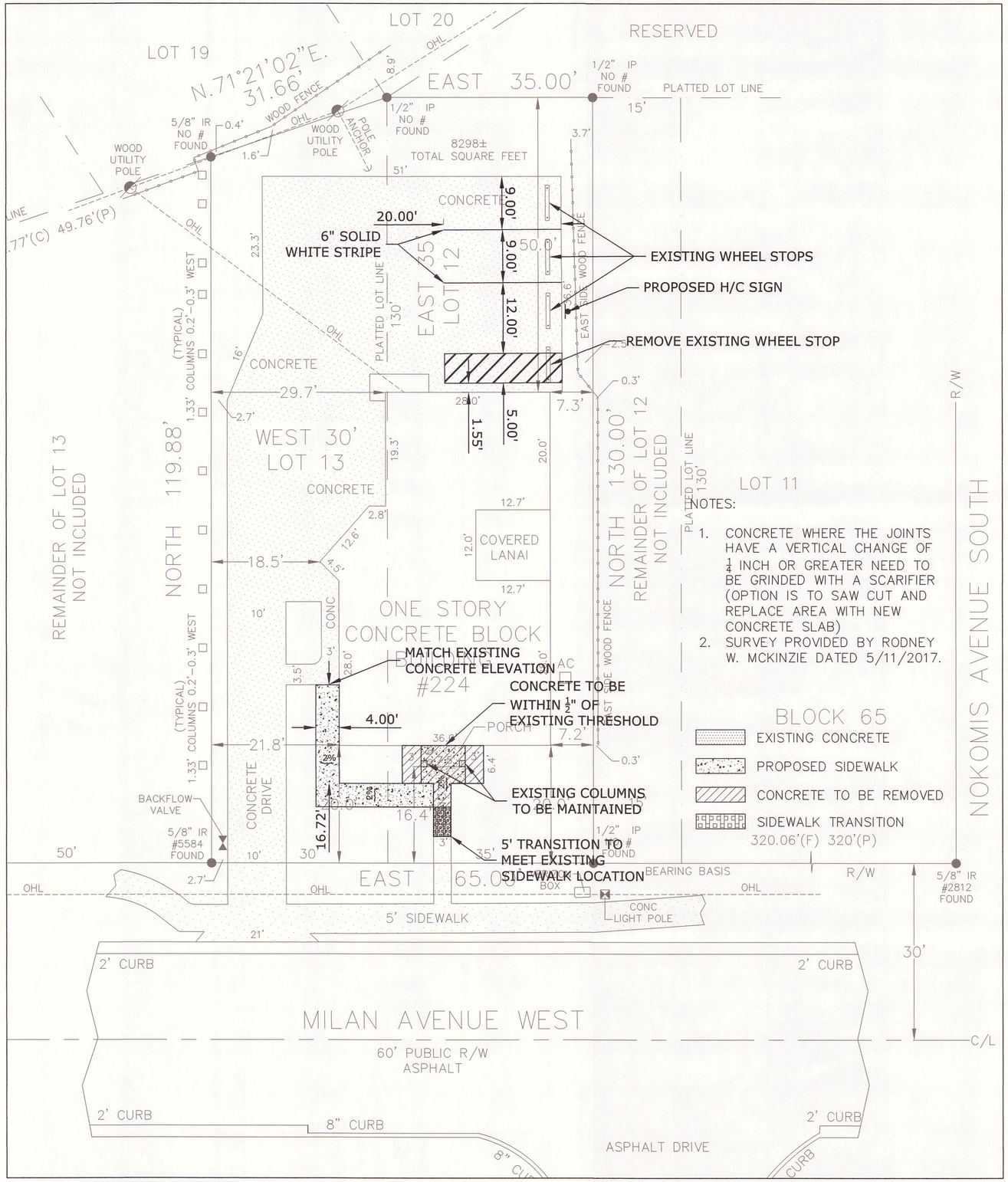
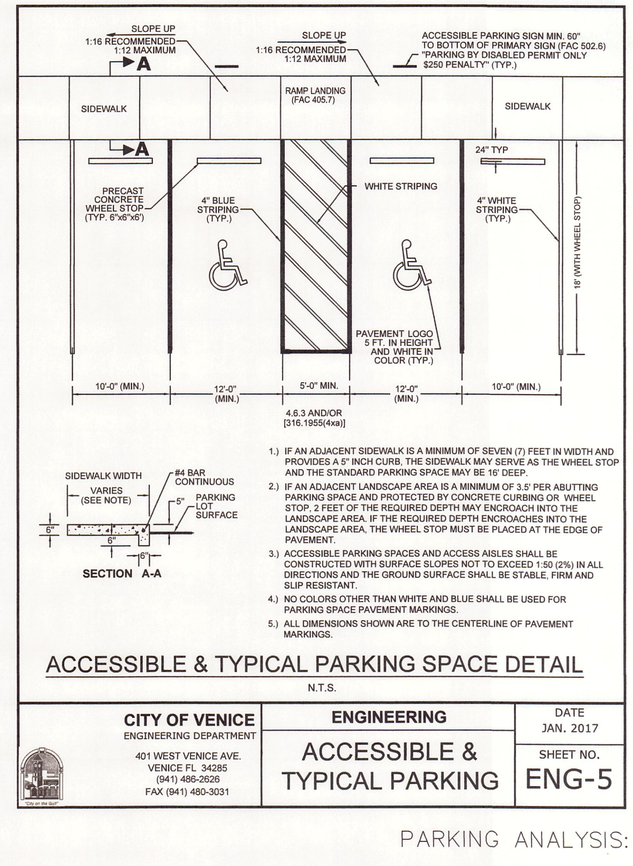


NOTES:

1. CONCRETE WHERE THE JOINTS HAVE A VERTICAL CHANGE OF $\frac{1}{4}$ INCH OR GREATER NEED TO BE GRINDED WITH A SCARIFIER (OPTION IS TO SAW CUT AND REPLACE AREA WITH NEW CONCRETE SLAB)
2. SURVEY PROVIDED BY RODNEY W. MCKINZIE DATED 5/11/2017.



1.) IF AN ADJACENT SIDEWALK IS A MINIMUM OF SEVEN (7) FEET IN WIDTH AND PROVIDES A 5" INCH CURB, THE SIDEWALK MAY SERVE AS THE WHEEL STOP AND THE STANDARD PARKING SPACE MAY BE 16' DEEP.

2.) IF AN ADJACENT LANDSCAPE AREA IS A MINIMUM OF 3.5' PER ABUTTING PARKING SPACE AND PROTECTED BY CONCRETE CURBING OR WHEEL STOP, 2 FEET OF THE REQUIRED DEPTH MAY ENCROACH INTO THE LANDSCAPE AREA. IF THE REQUIRED DEPTH ENCROACHES INTO THE LANDSCAPE AREA, THE WHEEL STOP MUST BE PLACED AT THE EDGE OF PAVEMENT.

3.) ACCESSIBLE PARKING SPACES AND ACCESS AISLES SHALL BE CONSTRUCTED WITH SURFACE SLOPES NOT TO EXCEED 1:50 (2%) IN ALL DIRECTIONS AND THE GROUND SURFACE SHALL BE STABLE, FIRM AND SLIP RESISTANT.

4.) NO COLORS OTHER THAN WHITE AND BLUE SHALL BE USED FOR PARKING SPACE PAVEMENT MARKINGS.

5.) ALL DIMENSIONS SHOWN ARE TO THE CENTERLINE OF PAVEMENT MARKINGS.

ACCESSIBLE & TYPICAL PARKING SPACE DETAIL

N.T.S.

CITY OF VENICE ENGINEERING DEPARTMENT 401 WEST VENICE AVE. VENICE FL 34285 (941) 486-2626 FAX (941) 480-3031	ENGINEERING ACCESSIBLE & TYPICAL PARKING	DATE JAN. 2017 SHEET NO. ENG-5

SIDEWALK GENERAL NOTES

1. SIDEWALK SHALL BE CONSTRUCTED A MINIMUM OF 4" THICK, USING 3000 psi CONCRETE. WHERE SIDEWALK BISECTS A DRIVEWAY, THE MINIMUM SHALL BE 6" OF CLASS I CONCRETE REINFORCED WITH 6"x6" #10 WIRE MESH.
2. ALL SIDEWALKS SHALL BE CONSTRUCTED TO THE SPECIFICATIONS OF THE CITY OF VENICE ENGINEERING DEPARTMENT, COV STANDARD DETAILS. A MINIMUM (5) FOOT WIDE SIDEWALK SHALL BE INSTALLED ALONG THE NORTH AND WEST SIDES OF ALL NEW LOCAL STREETS WHICH ARE CONSTRUCTED IN CONJUNCTION WITH A NEW RESIDENTIAL DEVELOPMENT. A SIDEWALK A MINIMUM OF (5) FEET IN WIDTH SHALL BE INSTALLED ON BOTH SIDES OF ALL THOROUGHFARES. REFER TO F.D.O.T. ROADWAY AND TRAFFIC STANDARDS, LATEST REVISION FOR CURB CUT RAMP SPECIFICATIONS.
3. THE CONCRETE SHALL BE GIVEN A BROOM FINISH. THE SURFACE VARIATIONS SHALL NOT BE MORE THAN 1/4" UNDER A TEN FOOT STRAIGHTEDGE, NOR MORE THAN 1/8" ON A FIVE-FOOT TRAVERSE SECTION. THE EDGE OF THE SIDEWALK SHALL BE CAREFULLY FINISHED WITH AN EDGING TOOL HAVING A RADIUS OF 1/2".
4. EXPANSION JOINT: EXPANSION JOINTS BETWEEN THE SIDEWALKS AND THE CURB OR DRIVEWAY OR AT FIXED OBJECTS AND SIDEWALK INTERSECTIONS SHALL BE 1/2" MATERIAL SHALL MEET THE REQUIREMENTS OF AASHTO M153 OR AASHTO M213. FOR LONG POORS, AN EXPANSION JOINT SHALL BE PLACED AT INTERVALS NOT TO EXCEED 120'.
5. CONTRACTION JOINTS:

   OPEN TYPE JOINTS
   OPEN TYPE CONSTRACTION JOINTS SHALL BE FORMED BY STAKING A METAL BULKHEAD IN PLACE AND DEPOSITING THE CONCRETE ON BOTH SIDES. AFTER THE CONCRETE HAS SET SUFFICIENTLY TO PRESERVE THE WIDTH AND THE SHAPE OF THE JOINT, THE BULKHEAD SHALL BE REMOVED. AFTER THE SIDEWALK HAS BEEN FINISHED OVER THE JOINT, THE SLOT SHALL BE FINISHED WITH A TOOL HAVING A 1/2" RADIUS.

   SAWED JOINTS
   A SLOT APPROXIMATELY 3/16" WIDE AND NOT LESS THAN 1" DEEP AT 10' CENTERS SHALL BE CUT WITH A CONCRETE SAW AFTER THE CONCRETE HAS SET.
6. SIDEWALKS ALONG OTHER STREETS SHALL BE CONSTRUCTED AND DEDICATED AS REQUIRED BY THE APPROVING AUTHORITY WHEN NECESSARY TO CONTINUE AN EXISTING OR PROPOSED SIDEWALK.
7. ALL SIDEWALKS ON R/W WITHIN 10' OF AN EXISTING OR PROPOSED TREE THAT WILL EXCEED 6" IN DIAMETER AT MATURITY SHALL BE 5" THICK AND CONTAIN 2-#3 REBAR CENTERED VERTICALLY AND SPACED 3' ON CENTER. PALMS ARE NOT CONSIDERED TREES.

PARKING ANALYSIS:

THE BUILDING IS TO BE USED BY THE CITY OF VENICE FOR THE DALE LANING AND JULIA COUSINS LANING ARCHIVES & RESEARCH CENTER. A STAFF PERSON IS NOT ON SITE AT ALL TIMES. ANYONE WISHING TO RESEARCH THE ARCHIVES MUST CALL THE CITY OF VENICE TO SET UP A MEETING DAY AND TIME AT WHICH TIME A STAFF PERSON MEETS THE VISITOR AT THE ARCHIVES AND RESEARCH CENTER. STAFF IS AWARE THAT THERE ARE ONLY TWO PARKING SPACES PLUS A HANDICAP PARKING SPACE AT THE FACILITY AND WILL MONITOR THE NUMBER OF CARS THAT ARE PARKED ON THE SITE AT ANY ONE TIME. THERE IS ALSO ON-STREET PARKING AVAILABLE ADJACENT TO THE SITE. GIVEN THE USE OF THE BUILDING IT IS REASONABLE TO ASSUME THAT THERE WILL ONLY BE TWO CARS AT THE SITE DURING EACH VISIT.

THE FACILITY PROPOSES TO HAVE A HANDICAP SPACE THAT MEETS CODE REQUIREMENTS AND TWO ADDITIONAL PARKING SPACES EACH BEING 9 FEET WIDE (ADEQUATE FOR PARKING AT THE FACILITY).

SCALE: FEET 0 10 20

King ENGINEERING ASSOCIATES, INC.
2930 University Parkway
Sarasota, Florida 34243
Phone: (941) 358-6500, Fax: (941) 358-6540
www.kingengineering.com
Engineering License #2610

NO.	DATE	REVISION	BY

MILAN AVENUE WEST IMPROVEMENT PLAN
CITY OF VENICE
SARASOTA, FLORIDA
STRIPING AND IMPROVEMENT PLAN

C. DENISE GREEN
No 47979
STATE OF FLORIDA
PROFESSIONAL ENGINEER
5-8-18

JOB NO:	10224-00-01
DATE:	08/03/2017
SCALE:	AS SHOWN

C3.01

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HVAC GENERAL NOTES

1. NOTES BELOW ARE NOT INTENDED TO REPLACE SPECIFICATIONS. SEE SPECIFICATIONS FOR REQUIREMENTS IN ADDITION TO GENERAL NOTES.
2. CONTRACTOR SHALL VISIT THE SITE AND BECOME INFORMED AS TO THE NATURE AND SCOPE OF WORK REQUIRED BY CONTRACT DOCUMENTS PRIOR TO BIDDING PROJECT.
3. PROVIDE ALL REQUIRED MATERIALS, LABOR, EQUIPMENT, AND SERVICES NECESSARY FOR THE INSTALLATION OF THE WORK AS SHOWN ON THESE DRAWINGS OR SPECIFIED BY THE BASE BUILDING DRAWING AND SPECIFICATIONS.
4. REFER TO AND CAREFULLY CHECK ARCHITECTURAL, ELECTRICAL, PLUMBING, AND FIRE PROTECTION DRAWINGS AND DETAILS, NOTES, LOCATIONS WHERE WALLS, PARTITIONS, CEILINGS, AND OTHER SURFACES ARE FURRED, LOCATIONS OF SHAFTS, SOFFITS, AND CONFLICTS WITH WORK OF OTHER TRADES, AND ARRANGE WORK ACCORDINGLY. FURNISH ALL OFFSETS, DAMPERS, CONNECTORS, ETC., REQUIRED TO MEET SUCH CONDITIONS.
5. DUE TO SCALE OF DRAWINGS, ALL REQUIRED OFFSETS, DAMPERS, ETC., MAY NOT BE INDICATED.
6. COORDINATE DIFFUSERS LOCATIONS AND DUCT WITH LIGHTING FIXTURES AND SPRINKLER HEADS. SEE ARCHITECTURAL DRAWINGS FOR EXACT LOCATIONS AND DETAILS OF PARTITIONS, SUSPENDED CEILINGS, AND SOFFITS.
7. ALL DUCT PASSING THROUGH FIRE, SMOKE RATED OR SMOKE/FIRE RATED BARRIERS (WALLS, FLOOR) SHALL BE PROVIDED WITH FIRE, SMOKE OR SMOKE/FIRE DAMPERS. LOCATIONS OR RATED WALLS SEE ARCHITECTURAL DRAWINGS. CONTRACTOR SHALL VERIFY QUANTITY OF ALL DAMPERS IN ACCORDANCE WITH FINAL CONTRACT DOCUMENTS. ALL REQUIRED SMOKE DETECTORS PROVIDED BY THE MECHANICAL CONTRACTOR SHALL BE CONNECTED TO THE FIRE ALARM SYSTEM.
8. CONTRACTOR SHALL OBTAIN AND PAY FOR ALL REQUIRED PERMITS AND ARRANGE FOR ALL REQUIRED INSPECTIONS IN ACCORDANCE WITH STATE AND LOCAL GOVERNING CODES.
9. THE TERM "PROVIDE" SHALL MEAN "TO FURNISH, INSTALL, AND CONNECT COMPLETELY".
10. TURN OVER TO THE OWNER ALL MANUFACTURER'S WARRANTIES FOR EQUIPMENT AND MATERIALS PROVIDED.
11. WHERE THE CONTRACTOR PROPOSES TO USE AN ITEM OF EQUIPMENT OTHER THAN THAT SPECIFIED OR DETAILED ON THE DRAWINGS WHICH REQUIRES ANY REDESIGN OF THE STRUCTURE, PARTITIONS, FOUNDATIONS, PIPING, WIRING OR ANY OTHER PART OF THE MECHANICAL, ELECTRICAL OR ARCHITECTURAL LAYOUT, ALL SUCH REDESIGN AND ALL NEW DRAWINGS AND DETAILING REQUIRED THEREFORE, SHALL BE PREPARED AT THE CONTRACTOR'S EXPENSE AND ARE SUBJECT TO THE REVIEW AND APPROVAL OF THE OWNER OR HIS AUTHORIZED REPRESENTATIVE. OWNER RESERVES THE RIGHT TO HAVE THE ARCHITECT OR ENGINEER OF HIS CHOICE PREPARE ANY REDESIGN WORK.
12. CONTRACTOR SHALL COORDINATE ELECTRICAL REQUIREMENTS OF MECHANICAL EQUIPMENT WITH THE ELECTRICAL CONTRACTOR.
13. ALL WORK SHALL BE DONE WITH LICENSED WORKMEN IN ACCORDANCE WITH STATE AND LOCAL GOVERNING AUTHORITIES.
14. BEFORE SELECTING MATERIAL AND EQUIPMENT, AND PROCESSING THE WORK, INSPECT AREAS WHERE MATERIAL AND EQUIPMENT ARE TO BE INSTALLED TO INSURE SUITABILITY AND CHECK NEEDED SPACE FOR PLACEMENT AND CLEARANCES.
15. BEFORE CUTTING AND DRILLING INTO BUILDING ELEMENTS, INSPECT AND LAYOUT WORK TO AVOID DAMAGING STRUCTURAL ELEMENTS AND BUILDING UTILITIES.
16. CONTRACTOR RESPONSIBLE FOR REPAIR AND PAYMENT FOR ALL UTILITIES DAMAGE DURING CONSTRUCTION.
17. CONTRACTOR TO CONFIRM DUCTWORK LOCATIONS, ELEVATIONS AND SIZES BEFORE ANY WORK IS STARTED. IF ANY DISCREPANCIES ARE FOUNDED, NOTIFY ENGINEER BEFORE PROCEEDING WITH WORK. (SEE PAR. 48 "COORDINATION DRAWINGS").
18. FOLLOW MANUFACTURER'S RECOMMENDATIONS FOR INSTALLATION OF PROVIDED EQUIPMENT.
19. CONTRACTOR TO REPLACE ALL SUSPENDED CEILING TILES DAMAGED AS A RESULT OF HVAC SYSTEM INSTALLATION.
20. ALL SHOP DRAWINGS OF INDIVIDUAL COMPONENTS ARE TO BE SUBMITTED AS A COMPLETE PACKAGE.
21. HVAC DRAWINGS DO NOT NECESSARY SHOW ALL CONDITIONS OF BUILDING. CONTRACTOR TO USE ALL DRAWINGS AND SPECIFICATIONS OF CONTRACT DOCUMENTS AND INSPECTION OF FIELD CONDITIONS.
22. HVAC PLANS, DETAILS AND ONE LINE DIAGRAMS SHOW THE GENERAL LOCATION AND ARRANGEMENT OF THE SYSTEM. THESE ARE DIAGRAMMATIC AND DO NOT SHOW ALL OFFSETS, HANGERS, ACCESS DOORS, ETC. WHICH THE CONTRACTOR MUST PROVIDE TO COMPLETE THE SYSTEM.
23. ALL WORK IN INTERIOR FINISHED SPACES EXCEPT INDICATED IS TO BE CONCEALED ABOVE CEILING. PROVIDE ALL NECESSARY CUTTING, PATCHING, REPAINTING AND/OR REPLACEMENT OF FINISHES AS REQUIRED TO PERFORM COORDINATE WITH OTHER DIVISIONS.
24. IF MANUFACTURER OF EQUIPMENT REQUIRES LARGER CAPACITY CIRCUITRY AND/OR EQUIPMENT THE CONTRACTOR SHALL PROVIDE SUCH CAPACITY AND/OR EQUIPMENT UNDER THIS CONTRACT AT NO COST TO THE OWNER.
25. SUPPORT DUCTWORK ABOVE SUSPENDED CEILING FROM CONSTRUCTION ABOVE AS CLOSE AS POSSIBLE TO BOTTOM OF SLABS, BEAMS, MAINTAINING HEADROOM AT ALL TIMES.
26. DO NOT SCALE DRAWINGS. CHECK EXISTING SPACE CONDITIONS AT THE JOB SITE.
27. DO NOT PENETRATE STAIR WALLS WITH ANY UTILITIES OR CONDUIT EXCEPT FOR UTILITIES SPECIFICALLY SERVING THAT STAIR.
28. CONTROL CONTRACTOR PROVIDE ALL CONTROL DEVICES, EQUIPMENT, ACCESSORIES, VFD DRIVES, OTHER APPARATUS, CONTROL VALVES AND DAMPERS, ACTUATORS, SENSORS, ETC. AND ALL CONTROL WIRING RELATED TO BUILDING MANAGEMENT SYSTEM (BMS). SEE SPECIFICATION SECTIONS 230900.
29. ALL DUCTWORK SHALL BE HUNG FROM STRUCTURE ABOVE.
30. PROVIDE FLEXIBLE JOINTS ON ALL PIPING AND DUCTWORK WHERE PENETRATING ALL BUILDING EXPANSION JOINTS.
31. PROVIDE FLEXIBLE CONNECTIONS BETWEEN MECHANICAL EQUIPMENT AND DUCTWORK AND PIPING.
32. PROVIDE MINIMUM OF 3' DUCT LINEAR AT EACH FAN-COIL UNIT BRANCH DUCT UNIT CONNECTION AND DUCT LINER FOR DUCT FROM FAN-COIL UNIT TO SUPPLY DIFFUSERS (SEE DETAILS).
33. PROVIDE VOLUME DAMPERS ON ALL BRANCHES OF DUCTWORK (SUPPLY, RETURN, EXHAUST).
34. PROVIDE FLEXIBLE DUCTWORK CONNECTION TO ALL CEILING SUPPLY DIFFUSERS. (MAXIMUM 3'-0" LONG).
35. REFER TO SPECIFICATION SECTION 078413 "THROUGH PENETRATION FIRESTOP SYSTEMS" FOR ALL MATERIALS AND METHODS FOR PENETRATION THROUGH FIRE AND SMOKE RATED ASSEMBLIES.
36. ALL PENETRATIONS THRU WALLS, ROOF, AND FLOORS TO BE COORDINATED BEFORE SITE WORK EXECUTION WITH STRUCTURAL ENGINEERS.
37. THERMOSTAT AND TEMPERATURE SENSOR LOCATIONS TO BE COORDINATED WITH INTERIOR WALL LAYOUT, REFER TO ARCHITECTURAL PLANS.
38. CEILING DIFFUSER AND REGISTER LOCATIONS TO BE COORDINATED WITH CEILING GRID, LIGHTING & SPRINKLER LAYOUT. REFER TO ARCHITECTURAL REFLECTED CEILING PLAN.
39. PROVIDE MINIMUM OF 20' DUCT LINER AT EACH AIR HANDLING UNIT (SUPPLY AND RETURN CONNECTIONS).
40. NO THREADED FITTINGS 2-1/2" AND LARGER ALLOWED FOR HYDRONIC HVAC PIPING.
41. CONTRACTOR SHALL SELECT AND PROVIDE EXPANSION JOINTS OR EXPANSION LOOPS AND ANCHORS AS REQUIRED TO PREVENT TEMPERATURE EXPANSION STRESSES OF HYDRONIC PIPES BASED ON ACTUAL INSTALLATION/CONDITIONS.
42. ELECTRICAL CHARACTERISTICS FOR MECHANICAL EQUIPMENT: EQUIPMENT OF HIGHER ELECTRICAL CHARACTERISTICS MAY BE FURNISHED PROVIDED SUCH PROPOSED EQUIPMENT IS APPROVED IN WRITING AND CONNECTING ELECTRICAL SERVICES, CIRCUIT BREAKERS, AND CONDUIT SIZES ARE APPROPRIATELY MODIFIED. IF MINIMUM ENERGY RATINGS OR EFFICIENCIES ARE SPECIFIED, EQUIPMENT SHALL COMPLY WITH REQUIREMENTS.
43. ALL SUPPLY, RETURN, TRANSFER, AND EXHAUST DUCTWORK EXPOSED IN A ROOM WITH NO CEILING(EXCEPT ELECTRICAL AND MECHANICAL ROOMS) SHALL BE DOUBLE WALL INSULATED DUCTWORK WITH PERFORATED INNER LINER.
44. ALL BASE-MOUNTED PUMPS SHALL BE INSTALLED WITH CONCRETE FILLED INERTIA BASE.
45. ALL ROOF MOUNTED EXHAUST AND SUPPLY FANS SHALL BE INSTALLED WITH ACOUSTICAL CURB.
46. ANY MATERIALS EXPOSED WITHIN THE PLENUM MUST BE NONCOMBUSTIBLE OR HAVE A MAXIMUM FLAME SPREAD INDEX OF 25 AND A MAXIMUM SMOKE-DEVELOPED INDEX OF 50 WHEN TESTED IN ACCORDANCE WITH ASTM E84.
47. COORDINATION DRAWINGS: DETAIL MAJOR ELEMENTS, COMPONENTS, AND SYSTEM PF MECHANICAL EQUIPMENT AND MATERIALS IN RELATIONSHIPS WITH OTHER SYSTEMS, INSTALLATIONS, AND BUILDING COMPONENTS. SHOW SPACE REQUIREMENTS FOR INSTALLATION AND ACCESS. INDICATE IF SEQUENCE AND COORDINATION ARE IMPORTANT TO EFFICIENT FLOW OF THE WORK. INCLUDE THE FOLLOWING:

    A. PLANNED PIPING LAYOUT, INCLUDING VALVE AND SPECIALTY LOCATIONS AND VALVE-STEM MOVEMENT.
    B. CLEARANCES FOR INSTALLING AND MAINTAINING INSULATION.
    C. CLEARANCES FOR SERVING AND MAINTAINING EQUIPMENT, ACCESSORIES, AND SPECIALTIES, INCLUDING SPACE FOR DISASSEMBLY REQUIRED BY PERIODIC MAINTENANCE.
    D. EQUIPMENT AND ACCESSORY SERVICE CONNECTIONS AND SUPPORT DETAILS.
    E. EXTERIOR WALL AND FOUNDATION PENETRATIONS.
    F. FIRE-RATED WALL AND FLOOR PENETRATION.
    G. SIZES AND LOCATION OF REQUIRED CONCRETE PADS AND BASES.
    H. SCHEDULING, SEQUENCING, MOVEMENT, AND POSITIONING OF EQUIPMENT INTO BUILDING DURING CONSTRUCTION.
    I. FLOOR PLANS, ELEVATIONS, AND DETAILS TO INDICATE PENETRATIONS, FLOORS, WALLS, AND CEILINGS AND THEIR RELATIONSHIP TO OTHER PENETRATIONS AND INSTALLATIONS.
    J. REFLECTED CEILING PLANS TO COORDINATE AND INTEGRATE INSTALLATION OF AIR OUTLETS, LIGHT FIXTURES, COMMUNICATION SYSTEMS, COMPONENTS, SPRINKLERS, AND OTHER CEILING-MOUNTED ITEMS.
    K. ACCESS DOOR AND ACCESS PANEL LOCATIONS, WITH FIRE-RATINGS REQUIRED TO MAINTAIN FIRE RATING OF CONSTRUCTION, IN LOCATIONS AS REQUIRED FOR PROPER ACCESS FOR MAINTENANCE ADJUSTMENT, REPAIR AND REMOVAL OF ALL EQUIPMENT AND DEVICES.
    L. SCALE: MINIMUM 1/4"=1'-0" FOR FLOOR PLAN, 3/8"=1'-0" FOR MECHANICAL ROOMS.

48. ALL PENETRATIONS FOR THE INSTALLATION OF THE MECHANICAL SYSTEMS SHALL BE CAULKED AND SEALED FOR SMOKE AND FIRE AS REQUIRED.
49. LOCATE ROOF MOUNTED HVAC EQUIPMENT MORE 10 FEET FROM ROOF EDGE. PROVIDE HANDRAILS IF EQUIPMENT ON THE ROOF LOCATED LESS 10 FEET FROM ROOF EDGE (SEE ARCHITECTURAL DRAWINGS)
50. CONTROL CONTRACTOR TO PROVIDE ALL CONTROL DEVICES, EQUIPMENT, ACCESSORIES, OTHER APPARATUSES, CONTROL VALVES AND DAMPERS, ACTUATORS, SENSORS, ETC. AND ALL CONTROL WIRING AND LOW VOLTAGE POWER WIRING RELATED TO CENTRAL DDC CONTROL SYSTEM. SEE SPECIFICATION SECTION 230900.

ABBREVIATIONS

ACB	ACTIVE CHILLED BEAM	FD/AD	FIRE DAMPER/ACCESS DOOR	P	PUMP
AFS	AIR FLOW MEASURING STATION	FLG	FLANGE	PBD	PARALLEL BLADE DAMPER
AC	AIR CONDITIONING	FCU	FAN COIL UNIT	PEF	PROCESS EXHAUST FAN
ACC	AIR COOLED CONDENSER UNIT (NO COMPRESSOR)	FMS	FLOW MEASURING STATION	PH	PHASE
ACCU	AIR COOLED CONDENSING UNIT	FPM	FEET PER MINUTE	PHWR	POOL HOT WATER RETURN
AD	ACCESS DOOR	°F	DEGREES FAHRENHEIT	PHWS	POOL HAT WATER SUPPLY
AHU	AIR HANDLING UNIT	FPS	FEET PER SECOND	PHWS&R	POOL HAT WATER SUPPLY & RETURN
AL	ALUMINUM DUCTWORK	REF	RADON EXHAUST FAN	PNL	PANEL
ALD	ALUMINUM DOUBLE WALL DUCTWORK	FS	FLOW SWITCH	POS	POSITIVE
ALS	ALUMINUM SINGLE WALL DUCTWORK	FT	FEET	PRESS	PRESSURE
AS	AIR SEPARATOR	FTR	FIN-TUBE RADIATION	PRV	PRESSURE RELIEF VALVE
AFF	ABOVE FINISH FLOOR	FT3	CUBIC FEET	PS	PRESSURE SWITCH
AMPS	AMPERE	GA	GAUGE	PSIA	POUNDS PER SQUARE INCH ATMOSPHERE
B	BOILER	GP	GLYCOL PUMP/TANK SYSTEM		
BAL	BALANCE	GPM	GALLONS PER MINUTE	PSIG	POUNDS PER SQUARE INCH GAUGE
BD	BAROMETRIC DAMPER	H	HEAT CONTENT (BTU/lb)	RA	RETURN AIR
BDD	DAMPER BACK DRAFT	H	HUMIDISTAT	RDF	RADON EXHAUST FAN
BHP	BREAK HORSEPOWER	HC	HEATING COIL	RECIRC	RECIRCULATING
BMS	BUILDING MANAGEMENT SYSTEM	HD	HEAD	RH	RELATIVE HUMIDITY
BTU	BRITISH THERMAL UNIT	HP	HORSEPOWER	RP	RADIANT PANEL
BTUH	BRITISH THERMAL UNIT/HR	HT	HEIGHT	RPA	RADIANT PANEL ALTERNATE
DWD	DOUBLE WALL DUCTWORK	HWR	HOT WATER RETURN	RPM	REVOLUTIONS PER MINUTE
C-C	COLUMN ENCLOSURE TO COLUMN ENCLOSRE	HWS	HOT WATER SUPPLY	SA	SUPPLY AIR
C-W	COLUMN ENCLOSURE TO WALL	HWS&R	HOT WATER SUPPLY & RETURN	SATT	SOUND ATTENUATOR
CA	COMBUSTION AIR	HWUR	HOT WATER UNIT HEATER	SCFM	STANDARD CUBIC FEET/MINUTE
CAV	SINGLE DUCT VAV BOX	HZ	CYCLES	SENS	SENSOR
CB	CHILLED BEAM	ID	INSIDE DIAMETER	SF	SUPPLY FAN
CENTRIF	CENTRIFUGAL	IN	INCHES	SH	SENSIBLE HEAT
CFM	CUBIC FEET PER MINUTE	KEA	TYPE I KITCHEN HOOD EXHAUST	SCP	SHORT CIRCUIT CIRCULATION PUMP
CF	CHEMICAL FILL SYSTEM	KEF	KITCHEN EXHAUST FAN	SP	STATIC PRESSURE
CHWR	CHILLED WATER RETURN	KVA	KILLOVOLT AMPERE	STP	STANDARD TEMP & PRESSURE
CHWS	CHILLED WATER SUPPLY	KW	KILOWATTS	SUP	SUPPLY
CHTWR	CHILLED WATER HIGH TEMPERATURE RETURN	L	LENGTH	SV	SOLENOID VALVE
CHTWS	CHILLED WATER HIGH TEMPERATURE SUPPLY	LAT	LEAVING AIR TEMPERATURE	T&PV	TEMP & PRESSURE RELIEF VALVE
CO	CLEAN OUT	LB	POUNDS	SFD/AD	COMBINATION SMOKE/FIRE DAMPER
CWR	CONDENSER WATER RETURN	LEA	LAB EXHAUST AIR	TC	TEST CONNECTION WITH ACCESS DOOR
CWS	CONDENSER WATER SUPPLY	LEF	LAB EXHAUST FAN		
CW	DOMESTIC COLD WATER	LH	LATENT HEAT	TEMP	TEMPERATURE
CV	CONTROL VALVE	LWT	LEAVING WATER TEMPERATURE	T	THERMOSTAT
CMEU	CEILING MOUNTED EVAPORATOR	MD	MOTORIZED DAMPER	TH	TOTAL HEAT
CUH	CABINET UNIT HEATER	MAU	MAKE-UP AIR UNIT	TRA	TRANSFER AIR
DB	DRY BULB	MAX	MAXIMUM	TRV	RELIEF VALVE TEMP
DC	DIRECT CURRENT	MBH	THOUSAND BTU/HOUR	TSP	TOTAL STATIC PRESSURE
DCS	DUST COLLECTION SYSTEM	MIN	MINIMUM	TS	TEMPERATURE SENSOR
DEA	DRYER EXHAUST AIR	MTS	MINUTES	TYP	TYPICAL
DEF	DRYER EXHAUST FAN	MUW	MAKE-UP WATER	UH	UNIT HEATER
DIA OR Ø	DIAMETER	MV	MOTORIZED VALVE	UN	UNIT
DHW	DOMESTIC HOT WATER HEATER	NEG	NEGATIVE	VAV	VAV UNIT
DN	DOWN	NG	NATURAL GAS	VD	VOLUME DAMPER
DP	DEW POINT	NO	NUMBER	VT	VENT
EA	EXHAUST AIR	NRS	NON-RISING STEM	VLV	VALVE
EAT	ENTERING AIR TEMPERATURE	NTS	NOT TO SCALE	VI	VIBRATION ISOLATOR
EF	EXHAUST FAN	OA	OUTSIDE AIR	V	VOLTS
ERDW	ENERGY RECOVERY DEHUMIDIFICATION	OBD	OPPOSED BLADE DAMPER	W-W	WALL TO WALL
ERHW	ENERGY RECOVERY HEAT WHEEL	OCPD	OVER CURRENT PROTECTION DEVICE	W-C	WALL TO COUMN ENCLOSURE
ESP	EXTERNAL STATIC PRESSURE	OED	OPEN END DUCT, TERMINATE WITH STAINLESS STEEL BIRD SCREEN	W	WATTS
ETC	EXPANSION TANK (COOLING)			WB	WET BULB
ETH	EXPANSION TANK (HEATING)	OS&Y	OUTSIDE STEM & YOKE	WG	WATER GAUGE
EWT	ENTERING WATER TEMPERATURE	OP	OIL PUMP	WH	WATER HEATER
EUH	ELECTRIC UNIT HEATER	OT	OIL TANK	WI	WIDTH
EXH	EXHAUST			WT	WEIGHT
EXP	EXPANSION				
FC	FLEXIBLE CONNECTOR				

DIFFUSER AND GRILLE ABBREVIATIONS

CDS	CEILING DIFFUSER - SUPPLY
CDR	CEILING DIFFUSER - RETURN

PIPING SYMBOLS

RLL	REFRIGERANT LIQUID
RSL	REFRIGERANT SUCTION
RHG	REFRIGERANT HOT GAS

NOTE: SOME SYMBOLS AND ABBREVIATIONS MAY OR MAY NOT APPEAR ON THE DRAWINGS.

DRAWING LIST

M0.0	MECHANICAL NOTES, LEGEND AND ABBREVIATIONS
M0.1	MECHANICAL SCHEDULES
M0.2	MECHANICAL DETAILS
MD2.0	MECHANICALDEMOLITION
M2.0	MECHANICAL NEW WORK PLAN
M10.0	MECHANICAL SPECIFICATIONS

SYMBOL LIST

	BALL VALVE
	BALANCING VALVE
	BUTTERFLY VALVE
	GATE VALVE
	ANGLE GATE VALVE
	GLOBE VALVE
	ISOLATION VALVE (REFER TO SPECS FOR TYPE)
	ANGLE GLOBE VALVE
	TWO WAY MOTORIZED CONTROL VALVE
	THREE WAY MOTORIZED CONTROL VALVE
	OS & Y
	MOTORIZED VALVE
	SAFETY RELIEF VALVE (PRESS.) (PRESSURE & TEMPERATURE)
	QUICK CLOSING LEVER VALVE
	PRV - PRESSURE REDUCING VALVE
	GAS COCK
	CHECK VALVE
	BACKFLOW PREVENTER
	HOSE END DRAIN
	HOSE BIB
	FLEXIBLE CONNECTION (PIPING) FLEXIBLE JOINT
	TRANSITION
	CAP
	PIPE CONNECTION, BOTTOM
	PIPE CONNECTION, TOP
	PIPE COUPLING (JOINT)
	ELBOW, 90°
	ELBOW, 45°
	PIPE TEE, OUTLET DOWN
	PIPE TEE, OUTLET UP
	PIPE UNION, SCREWED
	PIPE UNION, FLANGE
	PIPE UNION, SWEAT
	PIPE ELBOW, TURNED DOWN
	PIPE ELBOW, TURNED UP
	PIPE TEE
	DIRT TRAP
TC	TEMPERATURE/CO2 COMBINATION SENSOR
M	WATER FLOW METER
AV	AIR VENT, AUTOMATIC
MV	AIR VENT, MANUAL
DR	PUMP
	STRAINER
H	HUMIDISTAT/SENSOR
O	OCCUPANCY SENSOR
	PRESSURE GAUGE WITH COCK VALVE
	RETURN / EXHAUST GRILLE
T	THERMOSTAT/SENSOR
P	PRESSURE SENSOR
	DUCT WORK, DIRECTION OF FLOW
	DUCT WORK, 90° ELBOW FITTING WITH TURNING VANES. PROVIDE TURNING ON ALL 90° ELBOW FITTING UNLESS OTHERWISE NOTED
	POSITIVE PRESSURE DUCT
	NEGATIVE PRESSURE DUCT
	CHANGE OF ELEVATION, DROP
	LINED DUCTWORK
	FLEXIBLE CONNECTION (DUCTWORK)
FD & AD	FIRE DAMPER WITH ACCESS DOOR
BD	BALANCING DAMPER
FD	FIRE DAMPER / ACCESS DOOR
SD	SMOKE DAMPER / ACCESS DOOR
SF	COMBINATION FIRE & SMOKE DAMPER / ACCESS DOOR
M DR	MOTORIZED DAMPER
BA	BAROMETRIC DAMPER
BD	BACKDRAFT DAMPER
GBD	GRAVITY BACKDRAFT DAMPER
	RECTANGULAR TO RECTANGULAR OR ROUND TO ROUND
	RECTANGULAR TO ROUND TRANSITION
	VOLUME DAMPER
DR	THERMOMETER
	CONNECT PROVIDED PIPING/DUCT TO EXISTING PIPING/DUCT
#	MECHANICAL NOTE REFERENCE, NUMBER INDICATES NOTE
	DIRECTION OF FLOW
DN	PITCH DOWN IN DIRECTION OF FLOW
UP	PITCH UP IN DIRECTION OF FLOW
SD S	SMOKE DETECTOR
TS T S	TEMPERATURE SENSOR
	PIPING FLEX CONNECTION (DUCTWORK)

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DIFFUSER, GRILLE, AND REGISTER SCHEDULE

TYPE	MANUFACTURER	MODEL	NECK SIZE (INCH)	FACE SIZE (INCH)	MAXIMUM AIRFLOW (CFM)	MAXIMUM NC	DESCRIPTION	REMARKS
CDS-1	TITUS	300RL	-	SEE PLANS	VARIES	35	CEILING SUPPLY GRILLE	NOTE 1,2
CDR-1	TITUS	300RL	-	SEE PLANS	VARIES	35	CEILING RETURN GRILLE	

DIFFUSER, GRILLE, AND REGISTER SCHEDULE REMARKS:
NOTE 1. PROVIDE OPPOSED BLADE DAMPER
NOTE 2. 3/4" LOUVER SPACING, 0° LOUVER ANGLE

DIFFUSER, GRILLE, AND REGISTER SCHEDULE GENERAL COMMENTS:
1. DIFFUSER, REGISTER, GRILLE, OPPOSED BLADE DAMPER AND ASSOCIATED FRAME SHALL BE SOLID ALUMINUM CONSTRUCTION.
2. COLOR BY ARCHITECT
3. REFER TO ARCHITECTURAL DRAWINGS FOR WALL/CEILING TYPE. PROVIDE MOUNTING ACCESSORIES AS REQUIRED FOR CEILING APPLICATION.
4. APPROXIMATE FACE SIZE NOTED. REFER TO SPECIFIC BORDER/FRAME TYPE FOR ACTUAL FACE SIZE

COMPUTER ROOM AIR CONDITIONING UNIT SCHEDULE

TAG	BOD MFR	MODEL	SUPPLY AIR FAN				ELECTRIC REHEAT COIL				DESIGN COOLING CAPACITY									HUMIDIFIER		COMPRESSOR				ELECTRICAL				FILTERS					REMARKS
			MAX CFM	SP IN WG ESP	MOTOR HP	MOTOR FLA	DESIGN CAPACITY BTUH	kW	EAT DB (°F)	LAT DB (°F)	NOMINAL TONS	REFRIG. TYPE	COIL ROWS	FPI	FACE VELOCITY FPM	DESIGN TOTAL BTUH	DESIGN SENSIBLE BTUH	EAT (°F) DB/WB	LAT (°F) DB/WB	TYPE	LBS/HR	kW	TYPE	#	FLA	VOLT / PH / HZ	FLA	MCA	MOP	MERV	SIZE	DEPTH	#	WGHT.	
CRAC-1	DATA AIRE	GTAU-01112	1,200	0.50	1.9	3.1	20,500	3.4	56	76	4	R-410A	3	12	285	34.2	25.5	72/60	52.3/49.4	ELECTRODE	10	3.4	SCROLL	1	16	208/1/60	55.6	68.1	80	8	20X20	4"	2	450	
CRAC-2	DATA AIRE	GTAU-01112	1,200	0.50	6.0	3.1	20,500	3.4	56	76	4	R-410A	3	12	285	34.2	25.5	72/60	52.3/49.4	ELECTRODE	10	3.4	SCROLL	1	16	208/1/60	55.6	68.1	80	8	20X20	4"	2	450	

NOTES:
1. PROVIDE WITH EQUIPMENT STAND.
2. PROVIDE WITH PREMIUM EFFICIENCY MOTOR.
3. PROVIDE WITH DISCONNECT SWITCH FOR SINGLE PHASE MOTOR.
4. PROVIDE WITH FACTORY CONTROLS.
5. PROVIDE SECONDARY DRAIN PAN AND WATER DETECTOR FOR ALL DUCTED UNITS.
6. PROVIDE WITH INTEGRAL CONDENSATE PUMP

COMPUTER ROOM AIR CONDITIONING UNIT CONDENSING UNIT SCHEDULE

TAG	BOD MFR	MODEL			CONDENSER FANS					ELECTRICAL					
			NOMINAL TONS	AMBIENT TEMP	# FANS	CFM	MOTOR RPM	MOTOR HP	MOTOR FLA	VOLT / PH / HZ	FLA	MCA	MOP	WGHT.	REMARKS
CU-9	DATA AIRE	DARC-3	3	95	1	5,000	1,075	0.75	3.6	240/1/60	3.6	4.6	15	148	
CU-10	DATA AIRE	DARC-3	3	95	1	5,000	1,075	0.75	3.6	240/1/60	3.6	4.6	15	148	

NOTES:1. PREFABRICATED HOUSKEEPING PAD IS BY OTHERS

EXHAUST/INTAKE WALL BOXES

TYPE	MANUFACTURER	MODEL	DUCT SIZE CONNECTION (INCH)	REMARKS
EXHAUST	XVENTBOX	SEB-1	4" RD	- -

NOTES: 1. PROVIDE BACKDRAFT DAMPER.

FAN SCHEDULE

MARK	MANUFACTURER	MODEL	CFM	SP	RPM	POWER(W)	ELECTRICAL	MCA	MOP	DRIVE	TYPE	SONES	SERVICE	WT (LBS.)	REMARKS
EF-1	PANASONIC	FV-08VSL3	80	0.1	761	43.7	120/1/60	2	15	DIRECT	CEILING MOUNTED	0.8	BATHROOM EXHAUST	–	PROVIDE WITH WALL SWITCH AND OCCUPANCY SENSOR
EF-2	PANASONIC	FV-08VSL3	80	0.1	761	43.7	120/1/60	2	15	DIRECT	CEILING MOUNTED	0.8	BATHROOM EXHAUST	–	PROVIDE WITH WALL SWITCH AND OCCUPANCY SENSOR

NOTES:

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Date	November 30, 2017

Revisions:

100 % Permit Documents — February 12, 2018

GRAHAM CURTIS LICENSE No. 83978 STATE OF FLORIDA PROFESSIONAL ENGINEER
2/12/18

Graham Curtis, PE
Diversified Technology Consultants, Inc.
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Sarasota FL, 34236

PE Number: 83978
COA number: 31659

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M0.1
MECHANICAL SCHEDULES

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1 GENERAL INSTRUCTIONS

1-1 GENERAL REQUIREMENTS

AFTER CAREFULLY STUDYING THE DRAWINGS AND SPECIFICATIONS, AND BEFORE SUBMITTING THE PROPOSAL, EACH BIDDER SHALL VISIT THE SITE TO ASCERTAIN EXISTING CONDITIONS, AND THE NATURE AND EXACT QUANTITY OF WORK TO BE PERFORMED. NO EXTRA COMPENSATION WILL BE AWARDED IF THE CONTRACTOR FAILS TO NOTIFY THE OWNER, IN WRITING, OF ANY DISCREPANCIES THAT HE MAY HAVE NOTICED BETWEEN THE EXISTING CONDITIONS AND THE DRAWINGS AND SPECIFICATIONS.

REQUIREMENTS UNDER DIVISION 01 AND THE GENERAL AND SUPPLEMENTARY CONDITIONS OF THESE SPECIFICATIONS SHALL BE A PART OF THIS SECTION. CONTRACTOR SHALL BECOME THOROUGHLY ITS ACQUAINTED WITH CONTENTS AS TO REQUIREMENTS THAT MAY AFFECT THIS DIVISION OR SECTION. THE WORK REQUIRED UNDER THIS SECTION INCLUDES MATERIAL, EQUIPMENT, APPLIANCES, TRANSPORTATION, SERVICES, AND LABOR REQUIRED FOR COMPLETION OF THE ENTIRE SYSTEM AS REQUIRED BY THE DRAWINGS AND SPECIFICATIONS.

THE SPECIFICATIONS AND DRAWINGS FOR THE PROJECT ARE COMPLEMENTARY, AND PORTIONS OF THE WORK DESCRIBED IN ONE, SHALL BE PROVIDED AS IF DESCRIBED IN BOTH. IN THE EVENT OF DISCREPANCIES, NOTIFY THE ENGINEER AND REQUEST CLARIFICATION PRIOR TO PROCEEDING WITH THE WORK INVOLVED.

1-2 CODES, REGULATIONS AND STANDARDS

WORK SHALL COMPLY WITH THE REQUIREMENTS OF THE FOLLOWING CODES AND STANDARDS:

1. FEDERAL, STATE AND LOCAL CODES HAVING JURISDICTION.
2. NATIONAL FIRE PROTECTION ASSOCIATION (NFPA).

1-3 PRE-BID SITE VISIT

PRIOR TO SUBMITTING BID, CONTRACTOR TO VISIT THE SITE OF THE PROPOSED WORK AND BECOME FULLY INFORMED AS TO THE CONDITIONS UNDER WHICH THE WORK IS TO BE DONE. CONTRACTOR TO COMPARE EXISTING CONDITIONS WITH DRAWINGS AND SPECIFICATIONS, AND SATISFY HIMSELF OF ALL CONDITIONS PRIOR TO THE SUBMISSION OF A BID. FAILURE TO DO SO IS NOT CONSIDERED SUFFICIENT JUSTIFICATION TO REQUEST OR OBTAIN EXTRA COMPENSATION OVER AND ABOVE THE CONTRACT PRICE.

THE CONTRACTOR SHALL VERIFY MEASUREMENTS OF HIS OWN, OR OTHERS, AT THE SITE, AND SHALL BE RESPONSIBLE FOR CORRECTNESS OF SAME AS RELATED TO HIS WORK.

1-4 PERMITS, FEES AND INSPECTIONS

THE CONTRACTOR SHALL GIVE ALL NECESSARY NOTICES, OBTAIN ALL PERMITS AND SHALL INCLUDE IN HIS BID THE COST OF REQUIRED GOVERNMENT AND STATE SALES APPLICABLE FEES. THE CONTRACTOR SHALL FILE ALL DRAWINGS, COMPLETE ALL DOCUMENTS AND OBTAIN ALL NECESSARY APPROVALS FROM THE PROPER AUTHORITY OR AGENCY HAVING JURISDICTION, OBTAIN ALL REQUIRED CERTIFICATES OF INSPECTION COVERING HIS WORK. THE CONTRACTOR SHALL SEE THAT ALL REQUIRED INSPECTIONS AND TESTS ARE MADE AND SHALL COOPERATE TO MAKE THESE TESTS AS THOROUGH AND AS READILY MADE AS POSSIBLE.

1-5 MATERIALS AND WORKMANSHIP

PROVIDE NEW MATERIAL, EQUIPMENT, AND APPARATUS UNDER THIS CONTRACT UNLESS OTHERWISE STATED HEREIN, OF BEST QUALITY NORMALLY USED FOR THE PURPOSE IN GOOD COMMERCIAL PRACTICE. AND FREE FROM DEFECTS. MODEL NUMBERS LISTED IN THE SPECIFICATIONS OR SHOWN ON THE DRAWINGS ARE NOT NECESSARILY INTENDED TO DESIGNATE THE REQUIRED TRIM, WRITTEN DESCRIPTIONS OF THE TRIM GOVERN MODEL NUMBERS.

PIPE, PIPE FITTINGS, PIPE SPECIALTIES AND VALVES SHALL BE MANUFACTURED IN PLANTS LOCATED IN THE UNITED STATES.

WORK PERFORMED UNDER THIS CONTRACT SHALL RESULT IN A NEAT AND "WORKMANLIKE" APPEARANCE WHEN COMPLETED, TO THE SATISFACTION OF THE ARCHITECT AND ENGINEER. WORKMANSHIP SHALL BE THE FINEST POSSIBLE BY EXPERIENCED MECHANICS. INSTALLATIONS SHALL COMPLY WITH APPLICABLE CODES AND LAWS.

THE COMPLETE INSTALLATION SHALL FUNCTION AS DESIGNED AND INTENDED WITH RESPECT TO EFFICIENCY, CAPACITY, NOISE LEVEL, ETC. ABNORMAL NOISE CAUSED BY RATTLING EQUIPMENT, PIPING, DUCTS, AIR DEVICES, AND SQUEAKS IN ROTATING COMPONENTS WILL NOT BE ACCEPTABLE. IN GENERAL, MATERIALS AND EQUIPMENT SHALL BE OF COMMERCIAL SPECIFICATION GRADE IN QUALITY. LIGHT DUTY AND RESIDENTIAL TYPE EQUIPMENT WILL NOT BE ACCEPTED.

REMOVE FROM THE PREMISES WASTE MATERIAL PRESENT AS A RESULT OF WORK, INCLUDING CARTONS, CRATING, PAPER, STICKERS, AND/OR EXCAVATION MATERIAL NOT USED IN BACKFILLING, ETC. CLEAN EQUIPMENT INSTALLED UNDER THIS CONTRACT TO PRESENT A NEAT AND CLEAN INSTALLATION AT THE TERMINATION OF THE WORK.

REPAIR OR REPLACE PUBLIC AND PRIVATE PROPERTY DAMAGED AS A RESULT OF WORK PERFORMED UNDER M I S CONTRACT TO THE SATISFACTION OF AUTHORITIES AND REGULATIONS HAVING JURISDICTION.

1-6 DEFINITIONS

FURNISH: THE TERM "FURNISH" IS USED TO MEAN "SUPPLY AND DELIVER TO THE PROJECT SITE, READY FOR UNLOADING, UNPACKING, ASSEMBLY, INSTALLATION AND SIMILAR OPERATIONS."

INSTALL: THE TERM "INSTALL" IS USED TO DESCRIBE OPERATIONS AT THE PROJECT SITE INCLUDING THE ACTUAL "UNLOADING, UNPACKING, ASSEMBLY, ERECTION, PLACING, ANCHORING, APPLYING, WORKING TO DIMENSION, FINISHING, CURING, PROTECTING, CLEANING, AND SIMILAR OPERATIONS."

PROVIDE: THE TERM "PROVIDE" MEANS T0 FURNISH AND INSTALL, COMPLETE AND READY FOR THE INTENDED USE."

FURNISHED BY OWNER OR FURNISHED BY OTHERS: THE ITEM WILL BE FURNISHED BY THE OWNER OR OTHERS. IT IS TO BE INSTALLED AND CONNECTED UNDER THE REQUIREMENTS OF THIS DIVISION, COMPLETE AND READY FOR OPERATION, INCLUDING ITEMS INCIDENTAL TO THE WORK, INCLUDING SERVICES NECESSARY FOR PROPER INSTALLATION AND OPERATION. THE INSTALLATION SHALL BE INCLUDED UNDER THE GUARANTEE REQUIRED BY THIS DIVISION.

ENGINEER: WHERE REFERENCED IN THIS DIVISION, "ENGINEER" IS THE ENGINEER OF RECORD AND THE DESIGN PROFESSIONAL FOR THE WORK UNDER THIS DIVISION, AND IS A CONSULTANT TO, AND AN AUTHORIZED REPRESENTATIVE OF, THE ARCHITECT, AS DEFINED IN THE GENERAL AND/OR SUPPLEMENTARY CONDITIONS, WHEN USED IN THIS DIVISION, IT MEANS INCREASED INVOLVEMENT BY, AND OBLIGATIONS TO, THE ENGINEER, IN ADDITION TO INVOLVEMENT BY, AND OBLIGATIONS TO, THE "ARCHITECT".

AHJ: THE LOCAL CODE AND/OR INSPECTION AGENCY (AUTHORITY) HAVING JURISDICTION OVER THE WORK.

THE TERMS "APPROVED EQUAL," "EQUIVALENT," OR "EQUAL" ARE USED SYNONYMOUSLY AND SHALL MEAN "ACCEPTED BY OR ACCEPTABLE TO THE ENGINEER AS EQUIVALENT TO THE ITEM OR MANUFACTURER SPECIFIED".

THE TERM "APPROVED" SHALL MEAN LABELED, LISTED, OR BOTH, BY A NATIONALLY RECOGNIZED TESTING LABORATORY (E.G. UL, ETL, CSA) AND ACCEPTABLE TO THE AHJ OVER THIS PROJECT.

1-7 SUBSTITUTIONS

THE BASE BID SHALL INCLUDE ONLY THE PRODUCTS FROM MANUFACTURERS SPECIFICALLY NAMED IN THE DRAWINGS AND SPECIFICATIONS. NO SUBSTITUTION WILL BE CONSIDERED PRIOR TO RECEIPT OF BIDS UNLESS WRITTEN REQUEST FOR APPROVAL TO BID HAS BEEN RECEIVED BY THE ENGINEER AT LEAST TEN CALENDAR DAYS PRIOR TO THE DATE FOR RECEIPT OF BIDS. EACH SUCH REQUEST SHALL INCLUDE THE NAME OF THE MATERIAL OR EQUIPMENT FOR WHICH IT IS TO BE SUBSTITUTED AND A COMPLETE DESCRIPTION OF THE PROPOSED SUBSTITUTE INCLUDING DRAWINGS, CUTS, PERFORMANCE AND TEST DATA, AND OTHER INFORMATION NECESSARY FOR AN EVALUATION. A STATEMENT SETTING FORTH CHANGES IN OTHER MATERIALS, EQUIPMENT OR OTHER WORK THAT INCORPORATION OF THE SUBSTITUTE WOULD REQUIRE SHALL BE INCLUDED. THE BURDEN OF PROOF OF THE MERIT OF THE PROPOSED SUBSTITUTE IS UPON THE PROPOSER. THE ENGINEER'S DECISION OF APPROVAL OR DISAPPROVAL TO BID OF A PROPOSED SUBSTITUTION SHALL BE FINAL.

THE TERMS "APPROVED," "APPROVED EQUAL," OR "EQUAL", REFER TO APPROVAL BY THE ENGINEER AS AN ACCEPTABLE ALTERNATE BID. NO SUBSTITUTIONS WILL BE CONSIDERED THAT ARE NOT BID AS AN ALTERNATE. NO MATERIAL SUBSTITUTIONS SHALL BE CONSIDERED FOR APPROVAL PRIOR TO AWARD OF CONTRACT.

COORDINATE AND VERIFY WITH OTHER TRADES WHETHER OR NOT THE SUBSTITUTED EQUIPMENT CAN BE INSTALLED AS SHOWN ON THE CONSTRUCTION DRAWINGS WITHOUT MODIFICATION TO ASSOCIATED SYSTEMS OR ARCHITECTURAL OR ENGINEERING DESIGN. INCLUDE ADDITIONAL COSTS FOR ARCHITECTURAL AND ENGINEERING DESIGN FEES IN BID IF DRAWING MODIFICATIONS ARE REQUIRED BECAUSE OF SUBSTITUTED EQUIPMENT.

1-8 SHOP DRAWINGS AND SUBMITTALS

UPON BEING AWARDED A CONTRACT, SUBMIT TO THE ARCHITECT FOR APPROVAL, SIX (6) COPIES OF MANUFACTURER'S SHOP DRAWINGS FOR EQUIPMENT TO BE FURNISHED UNDER THIS CONTRACT, ITEMS REQUIRING COORDINATION BETWEEN CONTRACTORS, AND SHEET METAL DUCTWORK FABRICATION DRAWINGS. BEFORE SUBMITTING SHOP DRAWINGS AND MATERIAL LISTS, VERIFY THAT EQUIPMENT SUBMITTED IS MUTUALLY COMPATIBLE AND SUITABLE FOR THE INTENDED USE, AND WILL FIT THE AVAILABLE SPACE AND ALLOW AMPLE ROOM FOR MAINTENANCE.

THE ENGINEER'S CHECKING AND SUBSEQUENT APPROVAL OF SUCH SHOP DRAWINGS WILL NOT RELIEVE THE CONTRACTOR FROM RESPONSIBILITY FOR ERROR IN DIMENSIONS, DETAILS, SIZE OF MEMBERS, QUANTITIES, OMISSIONS OF COMPONENTS OR FITTINGS; COORDINATION OF ELECTRICAL REQUIREMENTS; OR FOR COORDINATING ITEMS WITH ACTUAL BUILDING CONDITIONS. PROCEED WITH THE PROCUREMENT AND INSTALLATION OF EQUIPMENT ONLY AFTER RECEIVING APPROVED SHOP DRAWINGS RELATIVE TO EACH ITEM.

CATALOG DATA SHALL BE PROPERLY BOUND, IDENTIFIED, INDEXED AND TABBED IN A 3-RING BINDER. EACH ITEM OR MODEL NUMBER SHALL BE CLEARLY MARKED AND ACCESSORIES INDICATED. LABEL THE CATALOG DATA WITH THE EQUIPMENT IDENTIFICATION ACRONYM OR NUMBER AS USED ON THE DRAWINGS AND INCLUDE PERFORMANCE CURVES, CAPACITIES, SIZES, MATERIALS, FINISHES, WIRING DIAGRAMS AND DEVIATIONS FROM SPECIFIED EQUIPMENT OR MATERIALS. MARK OUT INAPPLICABLE ITEMS. SHOP DRAWINGS WILL BE RETURNED WITHOUT REVIEW IF THE ABOVE MENTIONED REQUIREMENTS ARE NOT MET.

1-9 COORDINATION

COORDINATE WORK WITH OTHER TRADES SO THAT THE VARIOUS COMPONENTS OF THE SYSTEMS WILL BE INSTALLED AT THE PROPER TIME. WILL FIT THE AVAILABLE SPACE, AND WILL ALLOW PROPER SEWICE ACCESS TO THOSE ITEMS REQUIRING MAINTENANCE. COMPONENTS WHICH ARE INSTALLED WITHOUT REGARD TO THE ABOVE SHALL BE RELOCATED AT NO ADDITIONAL COST TO THE OWNER.

UNLESS OTHERWISE INDICATED, THE GENERAL CONTRACTOR WILL PROVIDE CHASES AND OPENINGS IN BUILDING CONSTRUCTION REQUIRED FOR INSTALLATION OF THE SYSTEMS SPECIFIED HEREIN. CONTRACTOR SHALL FURNISH THE GENERAL CONTRACTOR WITH INFORMATION WHERE CHASES AND OPENINGS ARE REQUIRED. KEEP INFORMED AS TO THE WORK OF OTHER TRADES ENGAGED IN THE CONSTRUCTION OF THE PROJECT, AND EXECUTE WORK IN A MANNER AS TO NOT INTERFERE WITH OR DELAY THE WORK OF OTHER TRADES.

FIGURED DIMENSIONS SHALL BE TAKEN IN PREFERENCE TO SCALE DIMENSIONS. CONTRACTOR SHALL TAKE HIS OWN MEASUREMENTS AT THE BUILDING, AS VARIATIONS MAY OCCUR. CONTRACTOR WILL BE HELD RESPONSIBLE FOR ERRORS THAT COULD HAVE BEEN AVOIDED BY PROPER CHECKING AND INSPECTION.

PROVIDE MATERIALS WITH TRIM THAT WILL PROPERLY FIT THE TYPES OF CEILING, WALL, OR FLOOR FINISHES ACTUALLY INSTALLED. MODEL NUMBERS LISTED IN THE SPECIFICATIONS OR SHOWN ON THE DRAWINGS ARE NOT INTENDED TO DESIGNATE THE REQUIRED TRIM.

1-10 PROTECTION OF EQUIPMENT AND MATERIALS

STORE AND PROTECT FROM DAMAGE EQUIPMENT AND MATERIALS DELIVERED TO JOB SITE. COVER WITH WATERPROOF, TEAR-RESISTANT, HEAVY TARP OR POLYETHYLENE PLASTIC AS REQUIRED TO PROTECT FROM PLASTER, DIRT, PAINT, WATER. OR PHYSICAL DAMAGE. EQUIPMENT AND MATERIAL THAT HAS BEEN DAMAGED BY CONSTRUCTION ACTIVITIES WILL BE REJECTED, AND CONTRACTOR IS OBLIGATED TO FURNISH NEW EQUIPMENT AND MATERIAL OF A LIKE KIND.

KEEP PREMISES BROOM CLEAN FROM FOREIGN MATERIAL CREATED DURING WORK PERFORMED UNDER THIS CONTRACT. PIPING, EQUIPMENT, ETC. SHALL HAVE A NEAT AND CLEAN APPEARANCE AT THE TERMINATION OF THE WORK.

PLUG OR CAP OPEN ENDS OF DUCTWORK AND PIPING SYSTEMS WHILE STORED AND INSTALLED DURING CONSTRUCTION WHEN NOT IN USE TO PREVENT THE ENTRANCE OF DEBRIS INTO THE SYSTEMS.

1-11 MAINTENANCE OF EXISTING FACILITIES AND CONDUCT OF WORK

THIS FACILITY WILL BE OCCUPIED AND IN OPERATION DURING THE PROGRESS OF THE WORK; WHEN NECESSARY TO TEMPORARILY HALT BUILDING EGRESS OR FLOW OF PERSONNEL TRAFFIC, CONFER WITH THE OWNER AND ARRANGE THE PERIOD OF INTERRUPTION FOR A TIME MUTUALLY AGREED UPON; IT IS REQUIRED THAT THE WORK INDICATED AND/OR SPECIFIED SHALL BE CARRIED OUT WITH A MINIMUM OF INTERFERENCE TO THE ESTABLISHED ROUTINE OF THE OCCUPANTS.

NO WORK SHALL BE LEFT INCOMPLETE NOR ANY HAZARDOUS SITUATIONS CREATED WHICH WILL AFFECT THE LIFE OR SAFETY OF THE PUBLIC AND/OR BUILDING OCCUPANTS; AT NO TIME SHALL THE WORK INTERFERE WITH OR CUTOFF ANY OF THE EXISTING SERVICES WITHOUT THE OWNER'S WRITTEN PERMISSION.

PROVIDE, ERECT, MAINTAIN AND BE RESPONSIBLE FOR THE SAFE AND LEGAL USE OF SCAFFOLDING OR ADDITIONAL BRACING AND SERVICES THAT MAY BE REQUIRED FOR THE DELIVERY OR ERECTION OF THE EQUIPMENT AND CONSTRUCTION MATERIALS PROVIDED OR INSTALLED UNDER THIS CONTRACT; DETERMINE THE SPECIFIC ARRANGEMENTS FOR FURNISHING AND USE OF SUCH SCAFFOLDING EQUIPMENT, AND REMOVE SUCH EQUIPMENT WHEN IT IS NO LONGER REQUIRED.

WHEN NECESSARY TO TEMPORARILY DISCONNECT ANY EXISTING BUILDING UTILITIES AND SERVICE SYSTEMS, INCLUDING FEEDER OR BRANCH CIRCUIT SUPPLYING EXISTING FACILITIES, CONFER WITH THE OWNER AND ARRANGE THE PERIOD OF INTERRUPTION FOR A MUTUALLY AGREED UPON TIME.

MAINTAIN EXISTING ELECTRICAL SERVICES IN THE BUILDING AREAS NOT AFFECTED BY THE ALTERATIONS DURING THE PROGRESS OF THE WORK INCLUDING PROVIDING TEMPORARY JUMPERS, CONDUITS, CAPS, PROTECTIVE DEVICES, CONNECTIONS AND EQUIPMENT REQUIRED.

1-12 BUILDING OPERATIONS

COMPLY WITH THE SCHEDULE OF OPERATIONS AS OUTLINED IN THE ARCHITECTURAL PORTIONS OF THIS SPECIFICATION. BUILDING SHALL BE IN CONTINUOUS OPERATION. ACCOMPLISH WORK REQUIRING INTERRUPTION OF BUILDING OPERATION AT A TIME WHEN THE BUILDING IS NOT IN OPERATION, AND ONLY WITH WRITTEN APPROVAL OF BUILDING OWNER. COORDINATE INTERRUPTION OF BUILDING OPERATION WITH THE OWNER A MINIMUM OF SEVEN DAYS IN ADVANCE OF WORK.

1-13 CUTTING AND PATCHING

PERFORM CUTTING OF WALLS, FLOORS, CEILINGS, ETC., AS REQUIRED, TO INSTALL WORK UNDER THIS SECTION. OBTAIN PERMISSION FROM THE ARCHITECT PRIOR TO CUTTING. DO NOT CUT OR DISTURB STRUCTURAL MEMBERS WITHOUT PRIOR APPROVAL FROM THE ARCHITECT. CUT ALL THE HOLES AS SMALL AS POSSIBLE. GENERAL CONTRACTOR SHALL PATCH WALLS, FLOORS, ETC. AS REQUIRED BY WORK UNDER THIS SECTION. PATCHING SHALL MATCH THE ORIGINAL MATERIAL AND CONSTRUCTION. REPAIR AND REFINISH THE AREAS DISTURBED BY WORK TO THE CONDITION OF ADJOINING SURFACES IN A MANNER SATISFACTORY TO THE ARCHITECT.

1-14 PENETRATIONS

SEAL MECHANICAL FLOOR, EXTERIOR WALL AND ROOF PENETRATIONS WATERTIGHT AND WEATHERTIGHT. SEAL AROUND MECHANICAL PENETRATIONS WITH 3M CP-25 FIRE BARRIER CAULK (THICKNESS AS REQUIRED AND RECOMMENDED BY MANUFACTURER) TO MAINTAIN FIRE RESISTANCE RATING OF FIRE-RATED ASSEMBLIES.

PROVIDE PREFABRICATED ROOF CURBS MANUFACTURED BY CUSTOM CURB, INC., PATE COMPANY, THYCURB OR APPROVED EQUAL. PROVIDE ROOF CURB WITH FACTORY INSTALLED WOOD NAILER; WELDED. 18 GAUGE GALVANIZED STEEL SHELL, BASE PLATE AND FLASHING; 1-1/2" THICK. 3 POUND RIGID INSULATION; FULLY MITERED 3-INCH RAISED CANT; COVER OF WEATHER-RESISTANT, WEATHERPROOF MATERIAL AND PIPE COLLAR OF WEATHER-RESISTANT MATERIAL WITH STAINLESS STEEL PIPE CLAMPS.

1-15 ACCESS DOORS

PROVIDE ACCESS DOORS IN CEILINGS, WALLS. ETC. WHERE INDICATED OR REQUIRED FOR ACCESS OR MAINTENANCE TO CONCEALED VALVES AND EQUIPMENT INSTALLED UNDER THIS SECTION. PROVIDE CONCEALED HINGES, SCREWDRIVER-TYPE LOCK, ANCHOR STRAPS; MANUFACTURED BY TITUS OR EQUAL. OBTAIN ARCHITECT'S APPROVAL OF TYPE, SIZE, LOCATION, AND COLOR BEFORE ORDERING.

1-16 GUARANTEE

THE WORK TO BE PERFORMED UNDER THIS CONTRACT SHALL INCLUDE THE FURNISHING, INSTALLATION, AND CONNECTION OF MECHANICAL SYSTEMS INDICATED ON THE DRAWINGS AND IN THE SPECIFICATIONS. BY SIGNING THE CONTRACT, THE CONTRACTOR ACKNOWLEDGES THAT HE HAS ACQUAINTED HIMSELF WITH THE SITE AND THE EXISTING CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED, AND THE DRAWINGS AND SPECIFICATIONS PERTAINING THERETO, AND HE INDICATES THAT HE WILL COMPLY WITH THE REQUIREMENTS AND INTENT OF PERTINENT DOCUMENTS IN THE PERFORMANCE OF THE WORK.

GUARANTEE THAT THE WORK INSTALLED UNDER THIS CONTRACT IS FREE OF DEFECTS IN WORKMANSHIP AND MATERIALS FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF JOB ACCEPTANCE BY THE OWNER. THIS SHALL INCLUDE A GUARANTEE OF FREE CIRCULATION OF LIQUIDS THROUGHOUT THE SYSTEMS AS INTENDED WITHOUT LEAKS, EXCESSIVE NOISE. OR WATER HAMMER.

IF DEFECTS OCCUR DURING THE ONE YEAR GUARANTEE PERIOD, REPAIR OR REPLACE SUCH DEFECTS AT NO EXPENSE TO THE OWNER, AND TO THE SATISFACTION OF THE OWNER, ARCHITECT, AND ENGINEER.

1-17 SPARE PARTS

FURNISH TO OWNER, WITH RECEIPT, THE FOLLOWING SPARE PARTS FOR THE EQUIPMENT FURNISHED FOR THIS PROJECT:

A. ONE SET OF SPARE FILTERS OF EACH TYPE REQUIRED FOR EACH UNIT. IN ADDITION TO THE SPARE SET OF FILTERS, INSTALL NEW FILTERS PRIOR TO TESTING, ADJUSTING, AND BALANCING WORK AND BEFORE TURNING SYSTEM OVER TO OWNER.
B. FURNISH THREE OPERATING KEYS FOR EACH TYPE OF AIR OUTLET AND INLET THAT REQUIRE THEM.

1-18 RECORD OR "AS-BUILT" DRAWINGS

REPRODUCIBLE RECORD OR "AS-BUILT" DRAWINGS, TO SUBMIT THREE COPIES OF CONTRACTOR TO SEE DIVISION 01 AND PROVIDE AN ACCURATE AND COMPLETE RECORD OF THE WORK AS INSTALLED. GENERAL CONDITIONS FOR ADDITIONAL INFORMATION.

1-19 ALTERNATES

REFER TO THE ARCHITECTURAL PORTION OF THE SPECIFICATION FOR LIST OF ALTERNATES. APPLICABLE SECTIONS OF THE BASE SPECIFICATIONS SHALL APPLY TO ALL WORK REQUIRED BY THE ALTERNATE UNLESS OTHERWISE SPECIFIED. DETERMINE WHETHER OR NOT AND HOW EACH ALTERNATE AFFECTS WORK.

INCLUDE LABOR, MATERIALS, EQUIPMENT AND TRANSPORTATION SERVICES NECESSARY FOR AND INCIDENTAL TO THE COMPLETION OF WORK UNDER EACH PARTICULAR ALTERNATE. FURNISH SEPARATE BID FOR EACH ALTERNATE APPLICABLE TO WORK. STATING THE AMOUNT TO BE ADDED OR DEDUCTED FROM THE BASE BID.

1-20 OPERATION AND MAINTENANCE INSTRUCTIONS

DURING THE COURSE OF CONSTRUCTION, COLLECT AND COMPILE A COMPLETE BROCHURE OF EQUIPMENT FURNISHED AND INSTALLED ON THIS PROJECT. INCLUDE OPERATIONAL AND MAINTENANCE INSTRUCTIONS. MANUFACTURER'S CATALOG SHEETS. WIRING DIAGRAMS, PARTS LISTS, APPROVED SHOP DRAWINGS, AND DESCRIPTIVE LITERATURE AS FURNISHED BY THE EQUIPMENT MANUFACTURER. INCLUDE AN INSIDE COVER SHEET THAT LISTS THE PROJECT NAME, DATE, OWNER, ARCHITECT, CONSULTING ENGINEER, GENERAL CONTRACTOR, SUB-CONTRACTOR, AND AN INDEX OF CONTENTS.

SUBMIT THREE COPIES OF LITERATURE BOUND IN APPROVED BINDERS TO THE ARCHITECT AT THE TERMINATION OF THE WORK. PAPER CLIPS, STAPLES, RUBBER BANDS. AND MAILING ENVELOPES ARE NOT CONSIDERED APPROVED BINDERS.

FINAL APPROVAL OF MECHANICAL SYSTEMS INSTALLED UNDER THIS CONTRACT WILL BE WITHHELD UNTIL THIS EQUIPMENT BROCHURE IS RECEIVED AND DEEMED COMPLETE BY THE ARCHITECT AND ENGINEER. INSTRUCT WORKMEN TO SAVE REQUIRED LITERATURE SHIPPED WITH THE EQUIPMENT ITSELF, FOR INCLUSION IN THIS BROCHURE.

1-21 TRAINING

AT A TIME MUTUALLY AGREED UPON BETWEEN THE OWNER AND CONTRACTOR, PROVIDE THE SERVICES OF A FACTORY TRAINED AND AUTHORIZED REPRESENTATIVE TO TRAIN OWNER'S DESIGNATED PERSONNEL ON THE OPERATION AND MAINTENANCE OF THE EQUIPMENT PROVIDED FOR THIS PROJECT.

PROVIDE TRAINING TO INCLUDE BUT NOT BE LIMITED TO AN OVERVIEW OF THE SYSTEM AND/OR EQUIPMENT AS IT RELATES TO THE FACILITY AS A WHOLE; OPERATION AND MAINTENANCE PROCEDURES AND SCHEDULES RELATED TO STARTUP AND SHUTDOWN, TROUBLESHOOTING, SERVICING, PREVENTIVE MAINTENANCE AND APPROPRIATE OPERATOR INTERVENTION; AND REVIEW OF DATA INCLUDED IN THE OPERATION AND MAINTENANCE MANUALS.

SUBMIT A CERTIFICATION LETTER TO THE ARCHITECT STATING THAT THE OWNER'S DESIGNATED REPRESENTATIVE HAS BEEN TRAINED AS SPECIFIED HEREIN. LETTER SHALL INCLUDE DATE, TIME, ATTENDEES, AND SUBJECT OF TRAINING. THE CONTRACTOR AND THE OWNER'S REPRESENTATIVE SHALL SIGN THE CERTIFICATION LETTER INDICATING AGREEMENT THAT THE TRAINING HAS BEEN PROVIDED. SCHEDULE TRAINING WITH OWNER AT LEAST 7 DAYS' ADVANCE NOTICE.

2 DUCT INSTALLATION AND INSULATION

2-1 DUCT INSULATION

COVER RIGID SUPPLY, RETURN, AND OUTSIDE AIR DUCTWORK WITH 2" THICK DUCT WRAP MANUFACTURED BY CERTAINTEED, OWENS-CORNING, OR JOHNS-MANVILLE. 3/4 POUND DENSITY. WITH HEAVY DUTY FOIL-SCRIM-KRAFT FACING. AND WITH JOINTS TAPED WITH 3" WIDE FOIL TAPE. SUPPLY AND EXHAUST DUCT INSULATION SHALL HAVE AN INSTALLED R VALUE OF A MINIMUM OF 6.

INSULATING MATERIALS, ADHESIVES, COATINGS, ETC., SHALL NOT EXCEED FLAME SPREAD RATING OF 25 AND SMOKE DEVELOPED RATING OF 50 PER ASTM E 84. CONTAINERS FOR MASTICS AND ADHESIVES SHALL HAVE U.L LABEL.

2 HR. FIRE RATED BLANLETFIRE-RATED BLANKET:

HIGH-TEMPERATURE, FLEXIBLE, BLANKET INSULATION WITH FSK JACKET THAT IS TESTED AND CERTIFIED TO PROVIDE A 2-HOUR FIRE RATING BY AN NRTL ACCEPTABLE TO AUTHORITIES HAVING JURISDICTION.

PRODUCTS: SUBJECT TO COMPLIANCE WITH REQUIREMENTS, PROVIDE ONE OF THE FOLLOWING ; CERTAINTEED CORP; FLAMECHEK. JOHNS MANVILLE; FIRETEMP WRAP ,NELSON FIRE STOP PRODUCTS; NELSON FSB FLAMESHIELD BLANKET, THERMAL CERAMICS; FIREMASTER DUCT WRAP, 3M; FIRE BARRIER WRAP PRODUCTS, UNIFRAX CORPORATION; FYREWRAP. MORGAN ADVANCED MATERIALS, FIREMASTER FASTWRAP XL.

PRODUCT MUST BE UL LISTED PER ASTM E 2336, CAN/ULC S144 AND ISO 6944 FOR 1,2 AND 3 HOUR RATING AND ZERO CLEARANCE TO COMBUSTIBLES. THE PRODUCT MUST MEET ALL ASTM E 84 FLAMESPREAD AND SMOKE DEVELOPED RATING AT 25/50. INSTALL ALL FIRE RATED BLANKET IN STRICT COMPLIANCE WITH ALL OF THE MANUFACTURERS REQUIREMENTS TO MAINTAIN THE REQUIRED RATING FOR THE GREASE DUCT SYSTEM.

2-2 DUCTWORK

PROVIDE ALUMINUM DUCTWORK AND HOUSINGS AS SHOWN ON DRAWINGS. CONSTRUCT DUCTWORK INCLUDING FITTINGS AND TRANSITIONS IN CONFORMANCE WITH CURRENT SMACNA STANDARDS RELATIVE TO GAUGE, BRACING, JOINTS, ETC. MINIMUM THICKNESS OF DUCT SHALL BE 26 GAUGE SHEET METAL, REINFORCE HOUSINGS AND DUCTWORK OVER WITH 1-1/4" ANGLES NOT LESS THAN 5'-6" ON CENTERS. AND CLOSER IF REQUIRED FOR SUFFICIENT RIGIDITY TO PREVENT VIBRATION. SUPPORT HORIZONTAL RUNS OF DUCT FROM STRAP IRON HANGERS ON CENTERS NOT TO EXCEED 8'-0". DO NOT SUPPORT CEILING GRID, CONDUITS, PIPES, EQUIPMENT, ETC., FROM DUCTWORK.

CONSTRUCT DUCTS TO MEET ALL SMACNA DUCT CONSTRUCTION STANDARDS PER THE TABLE PROVIDED ON M0.2 .

SEAL ALL RIGID DUCTWORK IN STRICT COMPLIANCE WITH THE CURRENT FLORIDA MECHANICAL CODE(2014).SEAL DUCTWORK WITH HEAVY LIQUID SEALANT, HARDCAST IRONGRIP 601, DESIGN POLYMER DP 1010 UNITED MCGILL DUCT SEALER OR APPROVED EQUAL, APPLIED ACCORDING TO , SEALANT MANUFACTURER'S INSTRUCTIONS, FOR DUCTS WITH PRESSURE CLASSIFICATION OF W.G., 3" SEAL LONGITUDINAL AND TRANSVERSE DUCTWORK JOINTS AIRTIGHT TO MEET SMACNA CLASS B. FOR DUCTS WITH PRESSURE CLASSIFICATION LESS THAN 3" W.G., SEAL TRANSVERSE JOINTS AIRTIGHT TO MEET SMACNA CLASS C.

CONNECT FANS, BLOWERS. UNITS, ETC. TO DUCTWORK WITH NEOPRENE COATED GLASS CLOTH CANVAS CONNECTIONS(EXCEPT KITCHEN EXHAUST FANS), DURO-DYNE. ELGEN, VENTFABRIC OR EQUAL CANVAS CONNECTIONS SHALL HAVE A FLAME SPREAD OF 25 OR LESS AND SMOKE DEVELOPED RATING NOT HIGHER THAN 50. INSTALL WITH MINIMUM 1-1/2" SLACK.

PROVIDE BALANCING DAMPERS, MANUFACTURED BY RUSKIN, GREENHECK, NAILOR INDUSTRIES, CESCO, POTTORFF, OR APPROVED EQUAL, WHERE SHOWN ON DRAWINGS, AND WHEREVER NECESSARY FOR COMPLETE CONTROL OF AIR FLOW. SPLITTER DAMPERS SHALL BE CONTROLLED BY LOCKING QUADRANTS; PROVIDE YOUNG REGULATOR OR VENTLOK END BEARINGS FOR THE DAMPER ROD. RECTANGULAR VOLUME DAMPERS SHALL BE OPPOSED BLADE INTERLOCKING TYPE. ROUND VOLUME DAMPERS SHALL BE BUTTERFLY TYPE CONSISTING OF CIRCULAR BLADE MOUNTED TO A SHAFT. DAMPER LEAKAGE FOR OUTSIDE AIR DAMPERS SHALL NOT EXCEED 6.5 CFM/SQUARE FOOT IN FULL CLOSED POSITION AT 4" WG PRESSURE DIFFERENTIAL ACROSS DAMPER. REFERENCE MANUFACTURER AND MODEL NUMBER FOR OUTSIDE AIR DAMPERS IS RUSKIN MODEL CD-50. PROVIDE FLEXMASTER MODEL ST0 OR EQUAL 45 DEGREE RECTANGULAR/ROUND SIDE TAKEOFF FITTING WITH MODEL SLBO DOUBLE BEARING DAMPER WITH INSULATION BUILD OUT FOR ROUND DUCTWORK BRANCH TAKEOFFS TO INDIVIDUAL AIR DEVICES.

WHERE ACCESS TO DAMPERS THROUGH A HARD CEILING IS REQUIRED, PROVIDE A RAPID MOUNT FRAME FOR DIFFUSER.

ROUND OR OVAL DUCTWORK SHALL BE SEMCO, UNITED, WESCO, MCGILL AIRFLOW OR EQUAL, SHEETMETAL, WLTH SMOOTH INTERIOR SURFACE, WLTH LOW PRESSURE (DUCT PRESSURE CLASS UP TO AND INCLUDING 2" W.G.) ROUND DUCTWORK GAUGES PER THE FOLLOWING TABLE (REFERENCE SMACNA HVAC DUCT CONSTRUCTION STANDARDS FOR GAUGES WHEN PRESSURES EXCEED 2" W.G.):

14" & UNDER	26
15" THRU 26"	24

DOUBLE-WALL ROUND AND FLAT-OVAL DUCTS AND FITTINGS

MANUFACTURERS: SUBJECT TO COMPLIANCE WITH REQUIREMENTS, PROVIDE PRODUCTS BY ONE OF THE FOLLOWING

LINDAB INC., MCGILL AIRFLOW LLC.,SHEET METAL CONNECTORS, INC.,LEWIS & LAMBERT

FLAT-OVAL DUCTS: INDICATED DIMENSIONS ARE THE DUCT WIDTH (MAJOR DIMENSION) AND DIAMETER OF THE ROUND SIDES CONNECTING THE FLAT PORTIONS OF THE DUCT (MINOR DIMENSION) OF THE INNER DUCT. OUTER DUCT: COMPLY WITH SMACNA'S "HVAC DUCT CONSTRUCTION STANDARDS - METAL AND FLEXIBLE," CHAPTER 3, "ROUND, OVAL, AND FLEXIBLE DUCT," BASED ON STATIC-PRESSURE CLASS UNLESS OTHERWISE INDICATED.

TRANSVERSE JOINTS: SELECT JOINT TYPES AND FABRICATE ACCORDING TO SMACNA'S "HVAC DUCT CONSTRUCTION STANDARDS - METAL AND FLEXIBLE," FIGURE 3-1, "ROUND DUCT TRANSVERSE JOINTS," FOR STATIC-PRESSURE CLASS, APPLICABLE SEALING REQUIREMENTS, MATERIALS INVOLVED, DUCT-SUPPORT INTERVALS, AND OTHER PROVISIONS IN SMACNA'S "HVAC DUCT CONSTRUCTION STANDARDS - METAL AND FLEXIBLE."

LONGITUDINAL SEAMS: SELECT SEAM TYPES AND FABRICATE ACCORDING TO SMACNA'S "HVAC DUCT CONSTRUCTION STANDARDS - METAL AND FLEXIBLE," FIGURE 3-2, "ROUND DUCT LONGITUDINAL SEAMS," FOR STATIC-PRESSURE CLASS, APPLICABLE SEALING REQUIREMENTS, MATERIALS INVOLVED, DUCT-SUPPORT INTERVALS, AND OTHER PROVISIONS IN SMACNA'S "HVAC DUCT CONSTRUCTION STANDARDS - METAL AND FLEXIBLE."

TEES AND LATERALS: SELECT TYPES AND FABRICATE ACCORDING TO SMACNA'S "HVAC DUCT CONSTRUCTION STANDARDS - METAL AND FLEXIBLE," FIGURE 3-5, "90 DEGREE TEES AND LATERALS," AND FIGURE 3-6, "CONICAL TEES," FOR STATIC-PRESSURE CLASS, APPLICABLE SEALING REQUIREMENTS, MATERIALS INVOLVED, DUCT-SUPPORT INTERVALS, AND OTHER PROVISIONS IN SMACNA'S "HVAC DUCT CONSTRUCTION STANDARDS - METAL AND FLEXIBLE."

INNER DUCT: MINIMUM 0.028-INCH PERFORATED GALVANIZED SHEET STEEL HAVING 3/32-INCH DIAMETER PERFORATIONS, WITH OVERALL OPEN AREA OF 23 PERCENT STEEL].

INTERSTITIAL INSULATION: FLEXIBLE CLOSED CELL ELASTOMERIC DUCT LINER COMPLYING WITH ASTM C 534, TYPE II FOR SHEET MATERIALS, AND WITH NFPA 90A OR NFPA 90B.

MINIMUM THERMAL CONDUCTIVITY: 0.16 BTU X IN./H X SQ. FT. X DEG F AT 75 DEG F MEAN TEMPERATURE.

DUCTWORK AND FITTINGS MAY BE SUBSTITUTED FOR SPECIFIED ROUND BRANCH DUCTWORK, AT CONTRACTORS OPTION. H W LIQUID JOINT SEALANT MAY BE OMITTED ON FACTORY-MANUFACTURED ROUND DUCTWORK.

LOW PRESSURE (DUCT PRESSURE CLASS UP TO AND INCLUDING 2" W.G.), FITINGS 24" IN DIAMETER AND LESS SHALL BE PREFABRICATED, SPOT WELDED, AND INTERNALLY SEALED. CONTINUOUSLY WELD FITTINGS LARGER THAN 24" DIAMETER. FITTING GAUGE SHALL BE 22 GAUGE FOR 36" FITTINGS AND UNDER, 20 GAUGE FOR LARGER SIZES. 90 DEGREE TEE'S SHALL BE CONICAL MPE. SEAL LONGITUDINAL AND TRANSVERSE DUCTWORK JOINTS AIRTIGHT USING HEAVY LIQUID SEALANT. APPLY ACCORDING TO MANUFACTURER'S INSTRUCTIONS. PROVIDE GAUGE THICKNESS IN MEDIUM PRESSURE (DUCT PRESSURE CLASS 3" TO 6" W.G.) DUCTWORK AS RECOMMENDED BY SMACNA.

2-3 FLEXIBLE DUCT

LOW PRESSURE (DUCT PRESSURE CLASS UP TO AND INCLUDING 2" W.G.), AND MEDIUM PRESSURE (DUCT PRESSURE CLASS 2.1" TO 6" W.G.), FLEXIBLE DUCT SHALL BE FLEXMASTER TYPE 8, THERMAFLEX TYPE G-KM, OR EQUAL WITH FIRE-RETARDANT POLYETHYLENE PROTECTIVE VAPOR BARRIER. U.L. 181 CLASS 1, ACOUSTICAL INSULATED DUCT, 2" (R-6.0) FIBERGLASS INSULATION. PROVIDE CPE LINER WITH STEEL WIRE HELIX MECHANICALLY LOCKED OR PERMANENTLY BONDED TO THE LINER. FLEXIBLE DUCT RUNS SHALL NOT EXCEED 2 FEET IN LENGTH, AND SHALL BE INSTALLED STRAIGHT AS POSSIBLE AVOIDING TIGHT TURNS. CONNECT EACH END WITH STAINLESS STEEL SCREW OPERATED METAL DRAW BANDS.

2-4 AIR DEVICES

PROVIDE AIR DEVICES AS SCHEDULED ON DRAWINGS, MANUFACTURED BY TITUS, PRICE, KRUEGER, OR NAILOR. SELECT AIR DEVICES TO LIMIT ROOM NOISE LEVEL TO NO HIGHER THAN NOISE LEVELS INDICATED ON DRAWINGS. PROVIDE DEVICES WITH A SOFT PLASTIC GASKET TO MAKE AN AIRTIGHT SEAL AGAINST THE MOUNTING SURFACE. COORDINATE FINAL LOCATION, FRAME, AND MOUNTING OF AIR DEVICES WITH ARCHITECTURAL REFLECTED CEILING PLANS. SUBMIT COMPLETE SHOP DRAWINGS INCLUDING INFORMATION ON NOISE LEVEL, PRESSURE DROP, THROW, AND AIRFLOW (CFM) FOR EACH AIR DEVICE, STYLES, BORDERS. ETC. CLEARLY MARKED WITH SPECIFIED EQUIPMENT NUMBER. SUBMIT SAMPLES OF EACH AIR DEVICE AS REQUESTED BY THE ENGINEER.

2-5 FIRE DAMPERS

PROVIDE FIRE DAMPERS WHERE SHOWN ON DRAWINGS, AND AS REQUIRED BY CODE ENFORCING AUTHORITY. DAMPER RATINGS SHALL BE AS REQUIRED TO MAINTAIN THE FIRE AND/OR SMOKE RATINGS NOTED ON THE ARCHITECTURAL DRAWINGS. PROVIDE FIRE DAMPERS CONFORMING TO NFPA-90A AND UBC STANDARD 43-7 WITH RECOMMENDED STEEL SLEEVES OF LENGTH AS REQUIRED TO MEET THE INSTALLED LOCATION, 165° F FUSIBLE LINK, SPRING CATCHES AND NON-CORROSIVE BEARINGS. DAMPERS SHALL BE U.L. LISTED, MANUFACTURED BY RUSKIN, GREENHECK, AIR BALANCE, CESCO, UNITED AIR OR NAILOR INDUSTRIES.

PROVIDE ACCESS DOOR, SIZED PER SMACNA WITH MINIMUM SIZE OF 10" BY 10", IN DUCT FOR INSPECTION AND SERVICE TO FIRE DAMPER AND FUSIBLE LINK. PROVIDE DUCT ACCESS DOOR(S) WITHIN 12 INCHES OF THE DEVICE TO ALLOW FOR TESTING AND MAINTENANCE. LABEL EACH DOOR (WITH MINIMUM 1" LETTERING) INDICATING WHICH DAMPER TYPE IS SERVED. DOOR SHOULD BE CAPABLE OF BEING FULLY OPENED OR PROVIDE REMOVABLE DOOR. PROVIDE REMOVABLE SECTION OF DUCT WHERE DUCT SIZE IS TOO SMALL FOR 10" BY 10" ACCESS DOOR. PROVIDE ACCESS DOOR IN CEILING OR WALL AS REQUIRED TO ACCESS DAMPER.

2-6 VIBRATION ISOLATION

MANUFACTURERS: PROVIDE VIBRATION ISOLATION EQUIPMENT AND MATERIALS BY A SINGLE MANUFACTURER. APPROVED MANUFACTURERS PROVIDED THEIR SYSTEMS ARE IN COMPLIANCE WITH THE SPECIFIED DESIGN AND PERFORMANCE REQUIREMENTS INCLUDE AMBER BOOTH, KINETICS NOISE CONTROL, MASON INDUSTRIES, INC., VIBRATION ELIMINATOR CO., INC., AND VIBRATION MOUNTING AND CONTROLS.

GENERAL REQUIREMENTS: SELECT VIBRATION ISOLATORS BY THE WEIGHT DISTRIBUTION TO PRODUCE UNIFORM DEFLECTION. VIBRATION ISOLATORS SHALL HAVE EITHER KNOWN UN-DEFLECTED HEIGHTS OR CALIBRATION MARKINGS SO THAT, AFTER ADJUSTMENT, THE STATIC DEFLECTION CAN BE VERIFIED, THUS DETERMINING THAT THE LOAD IS WITHIN THE PROPER RANGE OF M E ISOLATOR. ISOLATORS SHALL OPERATE IN THE LINEAR PORTION OF THEIR LOAD VERSUS DEFLECTION CUWES. SPRING ISOLATORS SHALL HAVE PERCENT EXCESS 50 CAPACITY WITHOUT BECOMING COIL BOUND. COAT VIBRATION ISOLATORS WITH FACTORY-APPLIED PAINT. COAT VIBRATION ISOLATORS EXPOSED TO WEATHER AND OTHER CORROSIVE ENVIRONMENTS WITH FACTORY-APPLIED CORROSION RESISTANCE PROTECTION. INSTALL AND ADJUST VIBRATION ISOLATORS IN ACCORDANCE WITH MANUFACTURERS WRITTEN INSTRUCTIONS.

DUCT CONNECTIONS: DUCTS SHALL BE CONNECTED TO FANS, FAN CASINGS, AND FAN PLENUMS BY MEANS OF FLEXIBLE CONNECTORS. FLEXIBLE DUCT CONNECTORS SHALL NOT BE USED OUTSIDE THE MECHANICAL ROOM UNLESS EXPRESSLY SHOWN ON THE DRAWINGS. CONSTRUCT FLEXIBLE CONNECTIONS OF NEOPRENE-COATED FLAMEPROOF FABRIC CRIMPED INTO DUCT FLANGES FOR ATTACHMENT TO DUCT AND EQUIPMENT. MAKE AIRTIGHT JOINT. FLEXIBLE CONNECTORS SHALL HAVE FLAME-SPREAD INDEX OF 25 OR LESS, AND SMOKE DEVELOPED INDEX OF 50 OR LESS, AS TESTED BY ASTM E84 (NFPA 255) METHOD.

ISOLATOR TYPES: MPE WP (WAFFLE PADS): PROVIDE 5/16 INCH THICK NEOPRENE PADS RIBBED OR WAFFLED ON BOTH SIDES. MANUFACTURE PADS WITH BRIDGE BEARING QUALITY NEOPRENE. AND SELECT FOR A MAXIMUM DUROMETER OF 50 AND DESIGNED FOR 15 PERCENT STRAIN. INCORPORATE STEEL LOAD-SPREADING PLATES WHERE REQUIRED BETWEEN THE EQUIPMENT AND THE NEOPRENE PAD. IF THE ISOLATOR IS BOLTED TO THE STRUCTURE, INSTALL A NEOPRENE VIBRATION ISOLATION

WASHER AND SLEEVE (UNIROYAL TYPE 620/660 OR AS APPROVED) SHALL BE INSTALLED UNDER THE BOLT HEAD BETWEEN THE STAINLESS STEEL WASHER AND THE BASE PLATE. PROVIDE MASON INDUSTRIES TYPE W OR EQUAL.

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Drawn By	
Checked By	
Date	November 30, 2017

Revisions:

100 % Permit Documents	February 12, 2018

GRAHAM CURTIS LICENSE No. 83978 STATE OF FLORIDA PROFESSIONAL ENGINEER 2/12/18

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Diversified Technology Consultants, Inc.
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Sarasota FL, 34236

PE Number: 83978
COA number: 31659

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MECHANICAL SPECIFICATIONS

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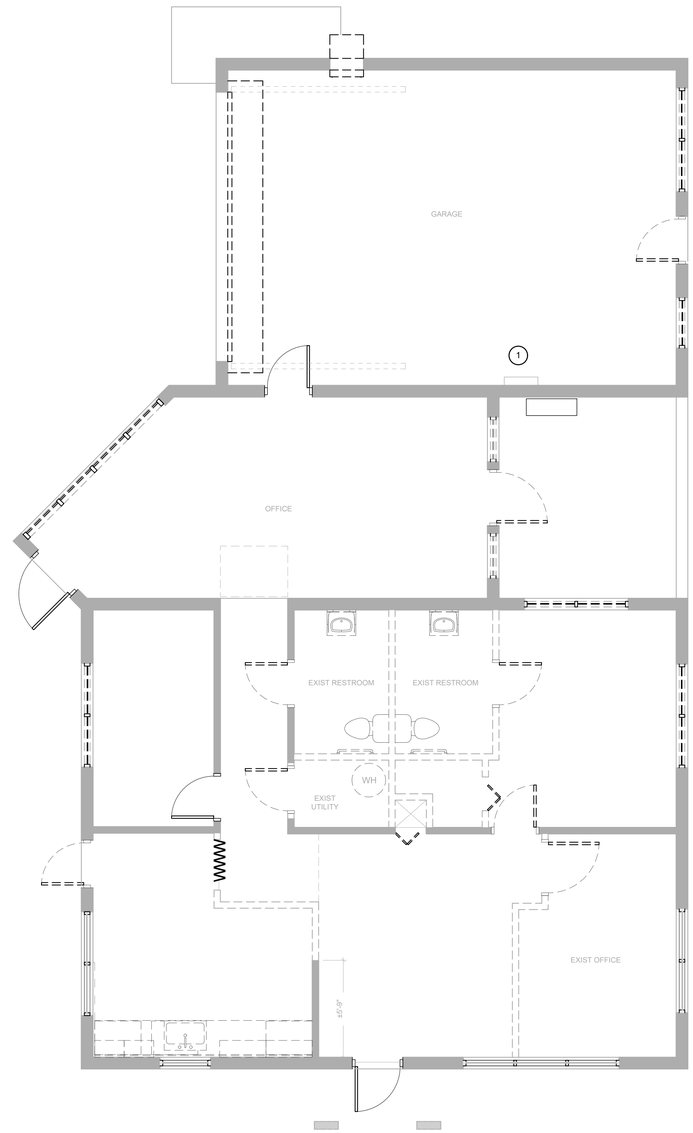
MECHANICAL DEMO NOTES

1. REMOVE EXISTING WALL MOUNTED EVAPORATOR, PIPING AND ASSOCIATED WIRING. REFER TO NEW WORK PLAN FOR NEW LOCATION



MECHANICAL DEMO PLAN 1

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MECHANICAL FIRST FLOOR DEMO PLAN

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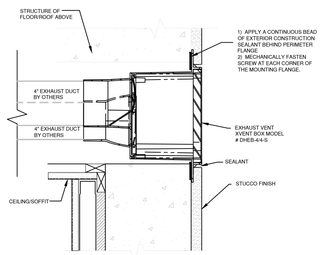
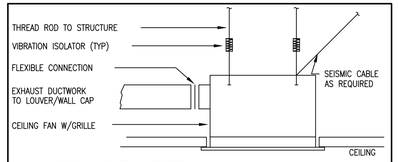
STUCCO CMU - WALL PENETRATION

XVENT BOX MODEL # DHEB-4/4-S



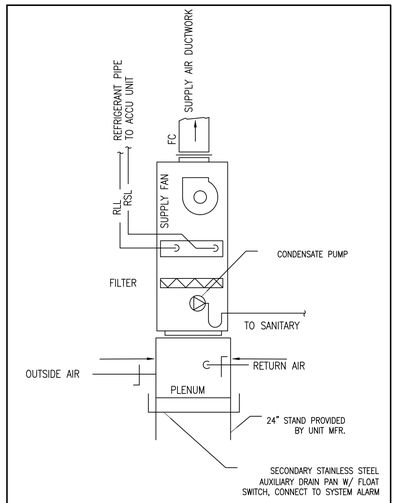
WALL PENETRATION DETAIL

MANUFACTURER; FSH INDUSTRIES,LLC
866-983-6829 SALES@XVENTBOX.COM
WWW.XVENTBOX.COM



CEILING FAN DETAIL

NOT TO SCALE



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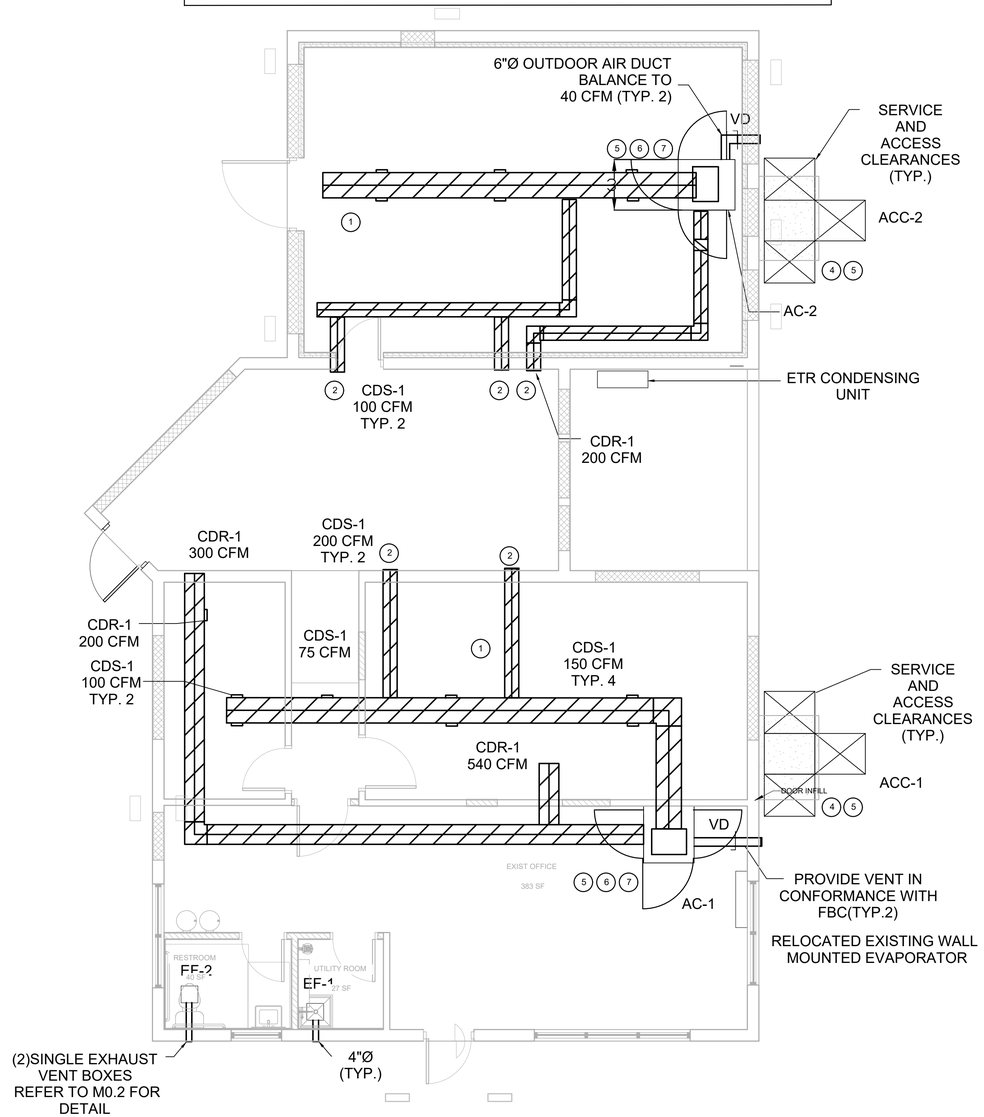
MECHANICAL NOTES

1. SUPPLY AND RETURN DUCTWORK IS SHOWN DIAGRAMMATICALLY. CONTRACTOR TO PROVIDE DUCTWORK IN SIZES AS SHOWN BUT FINAL LOCATION(CONCEALED OR EXPOSED) IS TO BE COORDINATED WITH THE ARCHITECT/OWNER BASED ON LOWEST INSTALLED COST.
2. ROUTE ALL DUCT UP ABOVE BLOCK WALLS AT THIS LOCATION.
3. PROVIDE INTERNAL LINING ON ALL EXPOSED SUPPLY AND RETURN AIR DUCTWORK.
4. MOUNT CONDENSING UNITS ON PREMANUFACTURED PADS 6" LARGER IN ALL DIMENSIONS
5. MAINTAIN ALL MFR AND CODE REQUIRED SERVICE AND ACCESS CLEARANCES
6. PROVIDE FLOOR STAND AND RETURN AIR PLENUM FOR DUCT CONNECTION.
7. PROVIDE DBL. DEFLECTION GRILLE FOR RETURN AIR BALANCING



MECHANICAL NEW WORK PLAN | 1

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MECHANICAL FIRST FLOOR NEW WORKPLAN

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PLUMBING LEGEND

SYMBOL	DESCRIPTION
SAN	SOIL OR WASTE ABOVE FLOOR OR GRADE
SAN	SOIL OR WASTE BELOW FLOOR OR GRADE
V	VENT PIPING
	COLD WATER PIPING
	HOT WATER PIPING 110°F TEMPERATURE
	POINT OF CONNECTION
	PIPING DIRECTION OF FLOW
	PIPING RISER UP
	PIPING RISER DOWN
	BRANCH/BOTTOM CONNECTION
	CLEANOUT/CLEANOUT WALL PLATE
	CLEANOUT DECKPLATE
	TRAP
	BALL VALVE
	UNION
	CAP ON END OF PIPE

NOTE: NOT ALL SYMBOLS MAY APPLY OR APPEAR ON FLOOR PLANS

FIXTURE CONNECTION SCHEDULE

MARK	DESCRIPTION	MINIMUM PIPE SIZES (INCHES)				
		G	CW	HW	W	V
WC	WATER CLOSET	-	3/4	-	4	2
LAV	LAVATORY	-	1/2	1/2	1-1/2	11/2
MS	MOP SINK	-	3/4	3/4	3	11/2
EWC	ELECTRIC WATER COOLER	-	3/4	-	2	11/2

ELECTRIC WATER HEATER SCHEDULE

1. AT MOP SINK PROVIDE (1) EEMAX POINT OF USE, FLOW CONTROLLED MODEL #: SP2412, 2.4 KW, 20 A, 240 VOLTS.

PLUMBING SYSTEMS GENERAL NOTES

1. THE CONTRACTOR SHALL BECOME THOROUGHLY FAMILIAR WITH THE PROJECT DOCUMENTS OF ALL TRADES. THE DRAWINGS ARE DIAGRAMMATIC AND SHOW THE GENERAL ARRANGEMENT OF EQUIPMENT AND PIPING. THE CONTRACTOR SHALL COORDINATE THE EXACT LOCATION OF EQUIPMENT AND PIPING INSTALLATION WITH ALL TRADES BEFORE COMMENCING WORK.
2. THIS CONTRACT SHALL INCLUDE ALL THE NECESSARY PIPING, FITTINGS, TRANSITIONS ETC. AS NECESSARY TO INSTALL PLUMBING SYSTEM, & TO AVOID ANY CONFLICTS WITH OTHER TRADES & THE BUILDING STRUCTURE.
3. IT IS NOT THE INTENT OF THE DRAWINGS TO SHOW INDIVIDUAL BRANCH PIPING TO EACH PLUMBING FIXTURE; ONLY THE BRANCH PIPING TO GROUPS OF FIXTURES IS INDICATED. THE ENTIRE PLUMBING SYSTEM SHALL BE FULLY OPERATIONAL AND READY FOR BENEFICIAL USE BEFORE THE JOB IS CONSIDERED COMPLETE.
4. REFER TO LATEST ARCHITECTURAL PLANS FOR ELEVATIONS, SECTIONS, DETAILS, MOUNTING HEIGHTS, LOCATION OF PLUMBING FIXTURES. ALL HANDICAPPED DESIGNATED FIXTURES SHALL BE INSTALLED IN ACCORDANCE WITH ANSI AND ADA STANDARDS.
5. DO NOT SCALE DRAWINGS. CONTRACTOR SHALL VERIFY ALL DIMENSIONS & CONDITIONS IN THE FIELD AND SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY & ALL DISCREPANCIES.
6. IT IS NOT INTENDED THAT THE DRAWINGS SHOW EVERY PIPE, FITTING, RISE/DROP OR DETAIL. SYSTEM & COMPONENTS SHALL BE INSTALLED ACCORDING TO THE INTENT AND MEANING OF CONTRACT DOCUMENTS AND IN ACCORDANCE WITH GOOD PRACTICE.
7. CONTRACTOR IS RESPONSIBLE TO PROVIDE COMPLETE AND OPERATIONAL SYSTEMS WITH FACILITIES & SERVICES TO MEET REQUIREMENTS INDICATED AND IN ACCORDANCE WITH APPLICABLE CODES & ORDINANCES.
8. EQUIPMENT AND COMPONENTS HAVING EQUAL PERFORMANCE CHARACTERISTICS BY OTHER MANUFACTURERS MAY BE CONSIDERED, PROVIDED DEVIATIONS IN DIMENSIONS, OPERATION AND OTHER CHARACTERISTICS DO NOT CHANGE DESIGN CONCEPT OR INTENDED PERFORMANCE AS JUDGED BY THE ENGINEER. BURDEN OF PROOF OF EQUALITY OF PRODUCTS IS ON THE CONTRACTOR.
9. CONTRACTOR IS RESPONSIBLE FOR THE SAFEKEEPING OF HIS OWN PROPERTY ON THE JOB SITE. OWNER ASSUMES NO RESPONSIBILITY FOR THE PROTECTION OF PROPERTIES AGAINST FIRE, THEFT AND ENVIRONMENTAL CONDITIONS.
10. CONTRACTOR IS RESPONSIBLE TO PROPERLY PROTECT OWNER'S PROPERTY AND EQUIPMENT FROM INJURY, AND DAMAGE TO SAME SHALL BE REPLACED BY CONTRACTOR.
11. CONTRACTOR IS TO CLEAN JOB SITE DAILY AND REMOVE FROM THE PREMISES ANY DIRT AND DEBRIS CAUSED BY THE PERFORMANCE OF THE WORK INCLUDED IN THIS CONTRACT.
12. CONTRACTOR IS RESPONSIBLE TO VERIFY ALL EXISTING UTILITIES TO BE REUSED AND TO COORDINATE NEW SYSTEM LAYOUT WITH EXISTING CONDITIONS.
13. ALL WORK TO BE PERFORMED IN A CLEAN AND WORKMANLIKE MANNER, CARE SHALL BE EXERCISED TO MINIMIZE ANY INCONVENIENCE OR DISTURBANCE TO OTHER AREAS OF THE BUILDING WHICH ARE TO REMAIN IN OPERATION. ISOLATE CONSTRUCTION AREAS BY MEANS OF TEMPORARY PARTITIONS AND/OR TARPS TO KEEP DUST AND DIRT WITHIN WORK AREA.
14. ALL EXISTING PLUMBING PIPING PASSING THRU AREA OF WORK SUPPLYING OTHER AREAS SHALL BE MAINTAINED ACTIVE AND PROTECTED AGAINST DAMAGE.
15. NO PIPING, EQUIPMENT, ETC. SHALL BE REMOVED, DISCONNECTED OR SHUT DOWN WITHOUT PRIOR REVIEW WITH THE OWNER AND/OR ENGINEER TO CONFIRM THAT AREAS TO REMAIN IN OPERATION WILL NOT BE AFFECTED. IF ANY AREAS NOT WITHIN THE SCOPE OF WORK ARE AFFECTED BY ANY SHUTDOWN, REMOVAL OR DISCONNECTION SUFFICIENT ADVANCE NOTICE MUST BE GIVEN TO THE OWNER INDICATING WHICH AREAS WILL BE AFFECTED, WHEN THE PROPOSED SHUTDOWN WILL OCCUR & FOR HOW LONG A PERIOD OF TIME.
16. ALL ITEMS REMOVED SHALL BECOME PROPERTY OF THE OWNER AND SHALL BE DISPOSED OF AS PER THE OWNER'S INSTRUCTION, UNLESS INDICATED OTHERWISE. ALL ITEMS WHICH ARE NOT TO BE STORED ON SITE SHALL BE REMOVED FROM THE BUILDING IMMEDIATELY.
17. EXISTING MATERIALS THAT ARE REMOVED SHALL NOT BE REUSED IN NEW SYSTEMS, EXCEPT WHERE INDICATED AS BEING RELOCATED.
18. CONTRACTOR IS RESPONSIBLE TO PROPERLY SECURE AREAS OF CONSTRUCTION AT THE END OF EACH WORKING DAY.
19. EQUIPMENT AND PIPING TO BE INSTALLED IN ACCORDANCE WITH SEISMIC REQUIREMENTS OF THE INTERNATIONAL BUILDING CODE.
20. CONTRACTOR IS RESPONSIBLE TO COORDINATE WITH ALL OTHER TRADES.
21. ALL EQUIPMENT SUPPORTS AND PIPE HANGERS TO BE CONNECTED FROM THE BUILDING STRUCTURE.
22. ALL NEW PENETRATIONS THRU RATED WALLS, FLOORS AND CEILINGS SHALL BE FIRESTOPPED AND SEALED TO MAINTAIN RATING.
23. PROVIDE ACCESS PANELS/DOORS FOR ALL CONCEALED PLUMBING ITEMS REQUIRING ACCESS, COORDINATE WITH DIVISION 8.
24. PROVIDE SHUTOFF VALVES AT ALL BRANCH PIPING TAKEOFFS.
25. ALL BRANCH WATER PIPES TO HAVE STOP VALVES AT EACH PLUMBING FIXTURE.
26. INSULATE EXPOSED WASTE, HOT AND COLD WATER PIPING UNDER HANDICAP LAVATORIES.
27. INSULATE COLD WATER, HOT WATER AND RECIRCULATION PIPING AND CONDENSATE DRAIN.
28. EVERY FIXTURE SHALL BE PROPERLY PIPED TO WATER, SANITARY, WASTE, AND VENT SYSTEMS. REFER TO THE PLUMBING SCHEDULES ON MEP DRAWINGS FOR INDIVIDUAL PIPE SIZES TO EACH FIXTURE.
29. WHERE AN INACCESSIBLE CEILING IS INSTALLED (GYP BOARD OR EQUIVALENT), THE CONTRACTOR SHALL COORDINATE THE LOCATIONS OF ACCESS PANELS FOR ALL VALVES, CLEANOUTS, ETC., REQUIRING ACCESS, WITH THE ARCHITECT, PRIOR TO INSTALLATION OF SUCH DEVICES AND OTHER APPURTENANCES.
30. NO PIPING SHALL BE INSTALLED IN ELECTRICAL ROOMS OR OVER ELECTRICAL PANELS/EQUIPMENT. ONLY DEDICATED PLUMBING PIPING WILL BE ALLOWED WITHIN EACH OF THE SPACES INDICATED ABOVE, COORDINATE THE LOCATION OF ALL PIPING WITH ALL OTHER TRADES, AND ADJUST AS NECESSARY
31. ALL PIPING IS TO BE RUN CONCEALED IN CEILINGS OR WALLS. PIPING IS TO BE EXPOSED ONLY WHERE NOTED ON DRAWINGS. IF CONTRACTOR CANNOT RUN PIPING CONCEALED, NOTIFY ENGINEER IMMEDIATELY TO RESOLVE CONFLICT.
32. INSTALL WATER HAMMER ARRESTORS (WHA) AT ALL QUICK-CLOSING VALVES (FLUSH VALVES, SOLENOID VALVES, ETC:) THROUGHOUT THE PLUMBING SYSTEM. WATER HAMMER ARRESTORS SHALL BE SIZED BASED ON SUPPLY FIXTURE UNITS PER PLUMBING DRAINAGE INSTITUTE (PDI) STANDARDS AND INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
33. PIPE ALL CONDENSATE DRAINS FROM MECHANICAL EQUIPMENT COOLING COILS, BY GRAVITY (INTERIOR AIR HANDLING UNITS, FAN COIL UNITS, ETC.) TO FLOOR DRAINS OR JANITOR'S SINKS THROUGH AN AIR GAP. EACH CONDENSATE DRAIN SHALL BE TRAPPED AT THE EQUIPMENT DRAIN OUTLET, REFER TO TRAP DETAILS ON DRAWINGS. COORDINATE EXACT LOCATION WITH THE HVAC CONTRACTOR AND ADJUST AS NECESSARY.
34. COORDINATE EXACT LOCATION OF ALL UNDERGROUND UTILITIES (WATER, GAS, SANITARY, ETC.) EXITING OR ENTERING THE BUILDING WITH THE SITE CONTRACTOR AND UTILITY DRAWINGS. COORDINATE ALL FOUNDATION WALL PENETRATIONS AND INVERT ELEVATIONS WITH THE GENERAL CONTRACTOR AND OR CONSTRUCTION MANAGER.
35. DOMESTIC WATER DROPS OR RISERS INSTALLED IN EXTERIOR WALLS, SHALL BE INSTALLED ON THE WARM SIDE OF THE BUILDING INSULATION, AND THE LOCATION SHALL BE MADE INFILTRATION FREE.
36. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ELBOWS, TEES, DROPS, AND MISCELLANEOUS PIPING DUE TO ELEVATION CHANGES, OBSTRUCTIONS, COORDINATION WITH OTHER TRADES, ETC. TO INSTALL A COMPLETE, FUNCTIONING, PLUMBING SYSTEM.
37. ALL WORK, MATERIALS, WORKMANSHIP,ETC. SHALL BE DONE IN FULL COMPLIANCE WITH THE 2014 FLORIDA BUILDING CODE, 2014 FLORIDA PLUMBING CODE AND ANY OTHER LOCAL AUTHORITY HAVING JURISDICTION.
38. ALL EXISTING PLUMBING CONNECTIONS ARE SHOWN AS REFERENCED ON THE BASE BUILDING DRAWINGS.

PLUMBING NOTES

1. SANITARY SYSTEM: PROVIDE A COMPLETE SANITARY WASTE AND VENT SYSTEM WITH CONNECTIONS TO PLUMBING FIXTURES, CLEANOUTS, ETC. AND CONNECT OUTSIDE THE BUILDING INTO A CLEANOUT CONNECTION PROVIDED BY CIVIL.
2. DOMESTIC WATER SYSTEM: PROVIDE A COMPLETE DOMESTIC WATER SYSTEM INCLUDING CONNECTIONS TO PLUMBING FIXTURES, KITCHEN PLUMBING FIXTURES/EQUIPMENT, HOSE BIBBS, ETC. AND CONNECT INTO A CAPPED CONNECTION PROVIDED BY CIVIL OUTSIDE THE BUILDING.
3. DOMESTIC HOT WATER : PROVIDE A COMPLETE DOMESTIC HOT WATER SYSTEM INCLUDING POINT OF USE TANK LESS WATER HEATERS, COMPLETE WITH CONNECTION TO MOP SINK ONLY.
4. EXISTING STORM DRAINAGE SYSTEM: EXISTING STORM DRAINAGE SYSTEM CONSISTING OF GUTTERS AND DOWN LEADERS LOCATED AROUND THE EXTERIOR OF THE BUILDING SHALL REMAIN AS IS UNLESS OTHERWISE NOTED.
5. PROVIDE WATER HAMMER ARRESTORS (WHA) AT EACH QUICK CLOSING VALVE SUCH AS WATER CLOSETS , SINKS, ETC.

PLUMBING FIXTURE/EQUIPMENT SCHEDULE

SYMBOL	MARK	MFR	MODEL	DESCRIPTION
	CODP	WADE	8000-1-75-319	FINISH FLOOR CLEANOUT WITH SQUARE NICKEL BRONZE ADJUSTABLE COVER, BRONZE GASKETED CLOSURE PLUG AND "PAL" ANTI-CORROSION COATING, OR AS APPROVED BY ARCHITECT.
	WC-1	ZURN	Z5555	VITREOUS CHINA, TANK TYPE, WATER CLOSET, ELONGATED BOWL, SIPHON JET, 1.28 GALLON FLUSH w/SOLID PLASTIC OPEN FRONT SEAT, ANGLE STOP, VACUUM BREAKER, WALL & SPUD FLANGES.
	LAV-1	ZURN	Z5340	VITREOUS CHINA, WALL HUNG, LAVATORY WITH SUPPORT, 4"CENTERS, P-TRAP, LOOSE-KEY STOPS, ANGLE SUPPLIES, CAST BRASS P-TRAP W/CO, WASTE NIPPLE AND ESCUTCHEON. FAUCET ZURN SIERRA Z74400-XL,FLOW RATE: 0.5 GPM. FINISH/COLOR BY ARCHITECT.
	MSK	MUSTEE	63M	ONE PIECE DURASTONE STRUCTURAL FIRBERGLASS 24"X24",WITH SERVICE FAUCET 63.600A, HOSE HOLDER 65.700, MOPHANGER 65.600,BUMPER GUARDS63.401 20-3/40 LOG, WALL GUARDS 67.2424
	WHA	JR SMITH	SEE SCHEDULE	WATER HAMMER ARRESTOR
	EWC	ELKAY	LZSG8WSSK	ELKAY EZH2O BOTTLE FILLING STATION AND SINGLE ADA COOLER,FILTERED 8GPH STAINLESS, FLTER AND SENSOR.

NOTE:
1. MANUFACTURERS LISTED ARE DESIGN BASED MODEL. OWNER MAY CHOSE TO USE THESE PLUMBING FIXTURE OR CHOOSE OTHERS. COORDINATE PLUMBING FIXTURE PRIOR TO INSTALLATION WITH ARCHITECT.
2. FOR ALL REQUIRED ADA FIXTURES ACCESSORIES SUCH AS GRAB BARS, TILTED MIRROR, WHEELCHAIR ACCESS, ETC. REFER TO ARCHITECTURAL DRAWINGS.
3. ALL ADA FIXTURES ARE THE SAME AS NON ADA FIXTURES EXCEPT MOUNTED AT ADA ACCESSIBILITY HEIGHT AND DISTANCES.
4. FOR EXACT LOCATION OF PLUMBING FIXTURES AND MOUNTING REQUIREMENTS REFER TO ARCHITECTURAL DRAWINGS.

THE DRAWINGS AND SPECIFICATIONS ARE DIVIDED INTO SECTIONS TO MEET THE NEEDS OF THE ARCHITECT, THE ENGINEERS AND THE DESIGN CONSULTANTS. THEY ARE NOT PREPARED INSTRUCTIONS TO THE CONTRACTOR FOR HOW TO BUY OUT OR SUBCONTRACT THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR ALL THE WORK DESCRIBED IN THE CONTRACT DOCUMENTS, REGARDLESS OF WHERE IT IS SHOWN. FOR EXAMPLE, ELECTRICAL WORK MAY BE SHOWN ON "M" DRAWINGS AND "E" DRAWINGS. MISCELLANEOUS METALS AND STRUCTURAL MAY BE SHOWN ON "A" DRAWINGS AS WELL AS ON "S" DRAWINGS. TO AVOID OMITTING ANY COMPONENT OF THE PROJECT, REFER TO ALL THE CONTRACT DRAWINGS IN THEIR ENTIRETY.

WATER HAMMER ARRESTORS

FIG. NO.	PDI SYMBOL	FIXTURE UNIT	SIZE
5005	A	1 - 11	3/4"
5010	B	12 -32	1"
5020	C	33 -60	1"
5030	D	61 -113	1"
5040	E	114 -154	1"
5040	F	153 - 330	1"

(BASED ON PDI INSTITUTE - JR SMITH HYDROTROLS ENGINEERED WATER HAMMER ARRESTORS)

(PROVIDE WATER HAMMER ARRESTORS IN COMPLIANCE WITH 2014 FLORIDA BUILDING CODE, SECTION 604.9, ASSE 1010, AND MANUFACTURERS RECOMMENDATION).

GENERAL PIPING MATERIAL REQUIREMENTS

SANITARY, WASTE, VENT, (BELOW SLAB)
- PVC-DWV, SCHEDULE 40

SANITARY, WASTE, VENT, (ABOVE SLAB)
- PVC-DWV, SCHEDULE 40

DOMESTIC WATER PIPING (ABOVE GRADE)
- CPVC SCHEDULE 40

DOMESTIC WATER PIPING (BELOW GRADE)
- COPPER TYPE K, NO JOINTS BELOW GRADE

COLD CONDENSATE PIPING
- COPPER TYPE L

DESIGN / BUILT FIRE PROTECTION SYSTEM

CONTRACTOR SHALL DESIGN,FABRICATE, FURNISH AND INSTALL A FIRE PROTECTION AND SUPPRESSION SYSTEM SUITABLE FOR THE VENICE MUSEUM ARCHIVES.

CONTRACTOR SHALL ENGAGE A LICENSED PROFESSIONAL ENGINEER TO DESIGN THE SYSTEM FOR APPROVAL BY THE OWNER. THE FIRE PROTECTION ENGINEER SHALL PREPARE SEALED AND SIGNED FIRE PROTECTION CONSTRUCTION DOCUMENTS WITH CALCULATIONS FOR USE BY THE CONTRACTOR FOR PERMITTING AND COSTRUCTION.
FIRE PROTECTION CONSTRUCTION DOCUMENTS SHALL BE COMPLIANT WITH 2017 FLORIDA BUILDING CODE, 2013 NFPA-13, THE REQUIREMENTS OF THE GENERAL RESPONSIBILITY RULES CHAPTER 61G15-30,F.A.C. AND IN ACCORDANCE WITH RULE 61G15-30.005, F.A.C.

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Date	November 30, 2017

Revisions:

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GRAHAM CURTIS LICENSE No. 83978 STATE OF FLORIDA PROFESSIONAL ENGINEER
2/12/18

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PLUMBING NOTES, ABBREVIATIONS, AND SYMBOLS

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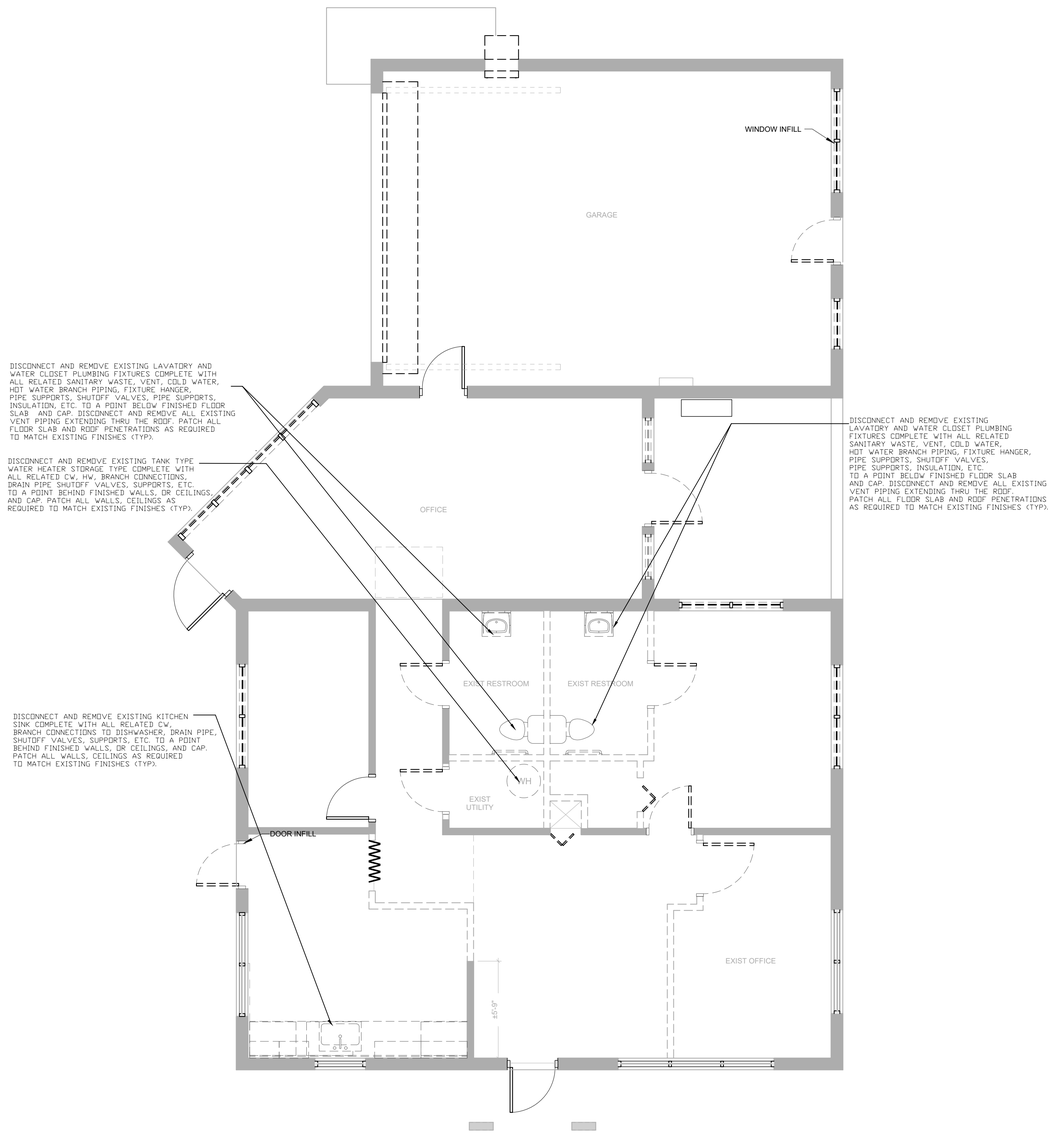

PLUMBING DEMO PLAN 1

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PLUMBING FIRST FLOOR DEMO PLAN

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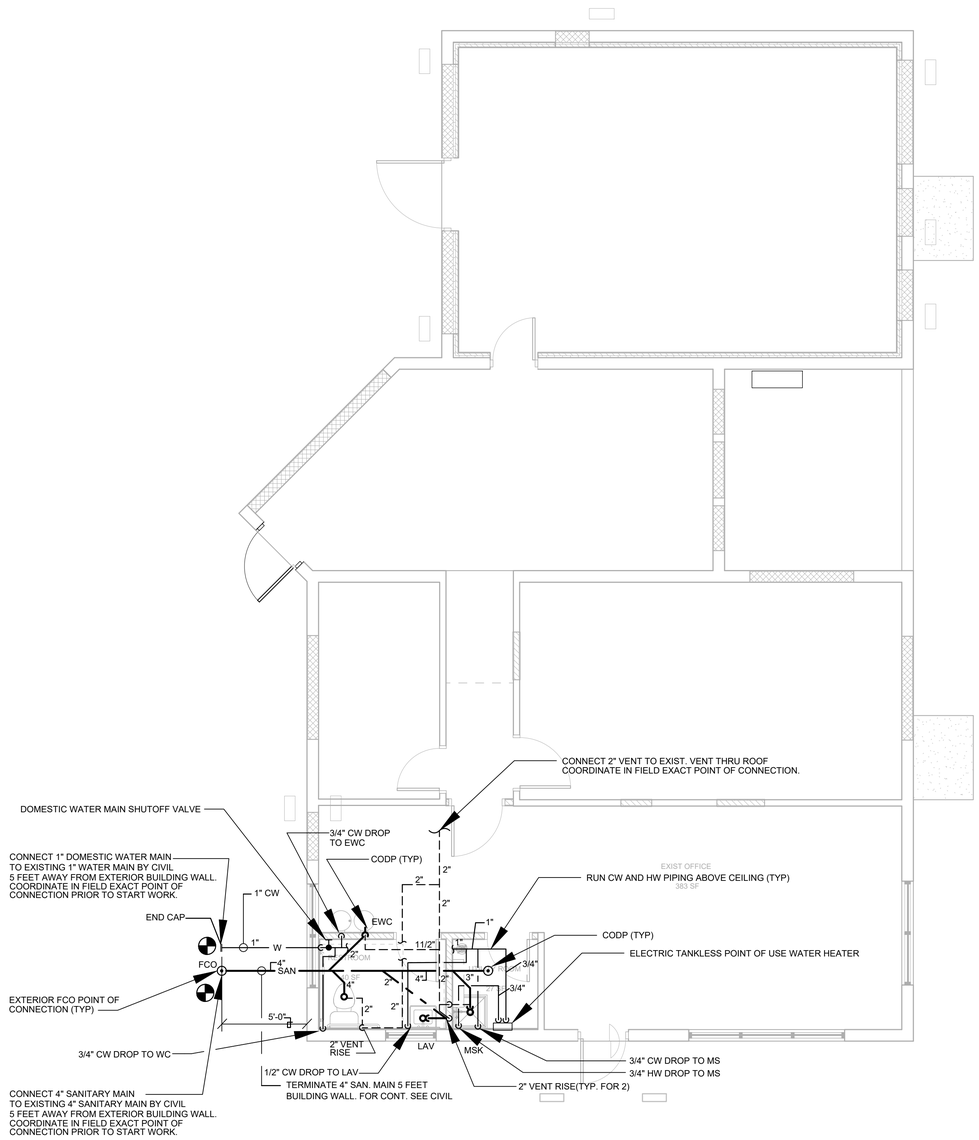

ADD ALT - PLUMBING RENOVATION PLAN 1

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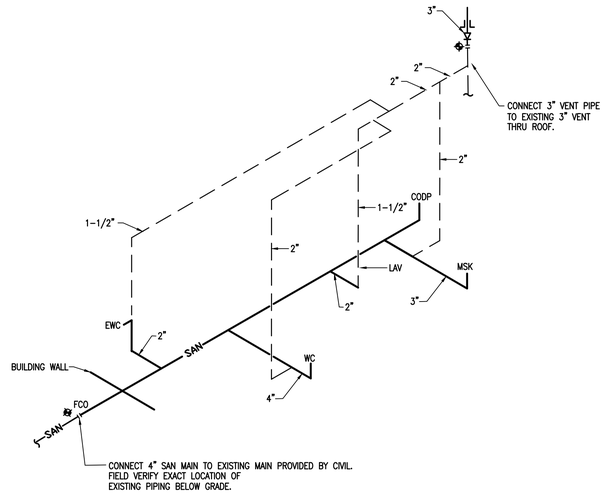

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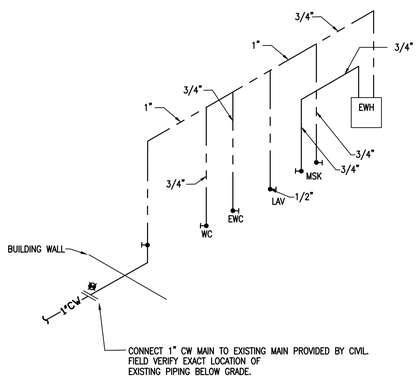

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PLUMBING RISER DIAGRAMS

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PLUMBING SPECIFICATIONS

TECHNICAL REQUIREMENTS:

THESE SPECIFICATIONS CALL OUT CERTAIN DUTIES OF THE CONTRACTOR AND HIS SUBCONTRACTOR. THEY ARE NOT INTENDED AS SUBCONTRACT DOCUMENTS, NOR ARE THEY INTENDED AS A MATERIAL LIST OF ITEMS REQUIRED BY THE CONTRACT.

PROVIDE ALL ITEMS AND WORK CALLED FOR IN THIS DIVISION OF SPECIFICATIONS IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. THIS INCLUDES ALL INCIDENTALS, EQUIPMENT, APPLIANCES, SERVICES, HOISTING, SCAFFOLDING, SUPPORTS, TOOLS, SUPERVISION LABOR, CONSUMABLE ITEMS, FEES, LICENSES, ETC., NECESSARY TO PROVIDE COMPLETE SYSTEMS. PERFORM START UP AND CHECK OUT EACH ITEM AND SYSTEM TO PROVIDE FULLY OPERABLE SYSTEMS.

THE WORK TO BE DONE UNDER THIS DIVISION OF THE SPECIFICATIONS INCLUDE THE FURNISHING OF ALL EQUIPMENT, LABOR, SUPPLIES, SUPERVISION AND ALL MATERIALS NOT SPECIFICALLY MENTIONED, READY FOR USE, PLUMBING COMPONENTS. IT IS THE INTENTION OF THE SPECIFICATIONS AND DRAWINGS TO CALL FOR FURNISHED WORK, TESTED AND READY FOR OPERATION.

IT IS THE INTENT THAT ALL MECHANICAL WORK AND MATERIALS NECESSARY TO COMPLETE THE ENTIRE PROJECT IN ACCORDANCE WITH THE CONTRACT PLANS AND SPECIFICATIONS, WHERE SPECIFICALLY MENTIONED HERE OR NOT, SHALL BE FURNISHED. ALL WORK AND MATERIALS NECESSARY TO FULFILL THIS INTENT SHALL BE SUPPLIED UNDER THE MECHANICAL SPECIFICATIONS WITHOUT ADDITIONAL COST TO THE OWNER.

CODES AND STANDARDS:

FLORIDA BUILDING CODE, 5TH EDITION (2014) BUILDING
FLORIDA BUILDING CODE 5TH EDITION (2014) ENERGY CONSERVATION
FLORIDA BUILDING CODE 5TH EDITION (2014) PLUMBING
FLORIDA BUILDING CODE 5TH EDITION (2014) ACCESSIBILITY

COMPLY WITH REQUIREMENTS OF LOCAL UTILITY COMPANY.
COMPLY WITH REQUIREMENTS OF LOCAL AUTHORITY HAVING JURISDICTION.

COMPLY WITH ALL APPLICABLE GOVERNMENTAL REGULATIONS. COMPLY WITH ALL FEDERAL, STATE, CITY, INSURANCE UNDERWRITERS AND OTHER APPLICABLE CODES AND ORDINANCES. IF ANY CONFLICT ARISES BETWEEN THESE SPECIFICATIONS, CODES AND ORDINANCES, IMMEDIATELY NOTIFY THE ENGINEER. DO NOT DEVIATE FROM THE SPECIFICATIONS NOR INSTALL ANY WORK WHICH MAY BE IN CONFLICT WITH CODES AND ORDINANCES UNTIL THE CONFLICT IS RESOLVED AND THE SOLUTION IS APPROVED BY THE ENGINEER.

RULES, PERMITS AND FEES:

THIS CONTRACTOR SHALL GIVE ALL NECESSARY NOTES, OBTAIN ALL PERMITS AND PAY ALL STATE AND LOCAL TAXES, FEES AND OTHER COSTS IN CONNECTIONS WITH THEIR WORK, FILE ALL NECESSARY PLANS, PREPARE ALL DOCUMENTS AND OBTAIN ALL NECESSARY APPROVALS OF ALL STATE AND LOCAL DEPARTMENTS HAVING JURISDICTION. OBTAIN ALL REQUIRED CERTIFICATES OF INSPECTION FOR THEIR WORK AND DELIVERY OF THE SAME TO THE OWNER BEFORE REQUEST FOR ACCEPTANCE AND FINAL PAYMENT FOR THE WORK.

THIS CONTRACTOR SHALL INCLUDE IN THE WORK, AT NO EXTRA EXPENSE TO THE OWNER, ANY MATERIAL, LABOR, APPARATUS, SERVICES, DRAWINGS (IN ADDITION TO CONTRACT DRAWINGS AND DOCUMENTS), IN ORDER TO COMPLY WITH ALL APPLICABLE LAWS, ORDINANCES, RULES AND REGULATIONS WHETHER OR NOT SHOWN ON THE DRAWINGS AND/OR SPECIFIED.

THIS CONTRACTOR SHALL PERFORM AND FILE ALL TEST IN ACCORDANCE WITH THE CURRENT REGULATIONS OF STATE OF CONNECTICUT AND LOCAL AUTHORITIES. THE CONTRACTOR SHALL FURNISH AND INSTALL SIGNS REQUIRED BY THE STATE AND LOCAL AUTHORITIES.

ALL MATERIALS FURNISHED AND ALL WORK INSTALLED SHALL COMPLY WITH THE RULES AND RECOMMENDATIONS OF THE NATIONAL BOARD OF FIRE UNDERWRITERS, WITH ALL REQUIREMENTS OF LOCAL UTILITIES COMPANIES, WITH THE RECOMMENDATIONS OF THE FIRE INSURANCE RATING ORGANIZATION HAVING JURISDICTION.

GUARANTEE AND SERVICE:

THE CONTRACTOR SHALL GUARANTEE ALL WORKMANSHIP AND MATERIALS FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCEPTANCE OF THE INSTALLATION. IN ADDITION, THE CONTRACTOR SHALL PROVIDE, FREE OF CHARGE, ONE YEAR'S MAINTENANCE GUARANTEE ON MAINTAINED SERVICE AND ADJUSTMENT OF ALL EQUIPMENT IN THIS CONTRACT.

INSURANCE:

THE MECHANICAL CONTRACTOR SHALL FURNISH STATUTORY COMPENSATION INSURANCE CERTIFICATES FOR PERSONAL AND PROPERTY DAMAGE DISABILITY/LIABILITY AS REQUIRED BY THE OWNER AND/OR AS DESCRIBED IN THESE SPECIFICATIONS.

REFERENCE PUBLICATIONS:

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) AND AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) PUBLICATIONS ARE REFERRED TO HEREIN, REFER TO LATEST EDITION ONLY.

SHOP DRAWINGS:

PRIOR TO DELIVERY TO THE WORK AREA, BUT WELL IN ADVANCE OF REQUIREMENTS NECESSARY TO ALLOW ENGINEER AMPLE TIME FOR REVIEW, CONTRACTOR SHALL SUBMIT FOR APPROVAL ELECTRONIC PDF COPIES OF EACH SHOP DRAWING.

RECORD DRAWINGS:

CONTRACTOR SHALL KEEP ACCURATE RECORD OF ALL DEVIATIONS IN WORK AS ACTUALLY INSTALLED FROM WORK INDICATED WITH PARTICULAR ATTENTION TO DIMENSIONING OUTSIDE UNDERGROUND UTILITY LINES, THEIR OFFSETS AND VALUES.

DRAWINGS AND INTENT:

DRAWINGS ARE INTENDED AS WORKING DRAWINGS FOR GENERAL LAYOUT OF THE VARIOUS ITEMS OF EQUIPMENT. HOWEVER, LAYOUT OF ACCESSORIES, SPECIALTIES, EQUIPMENT AND PIPING SYSTEMS ARE DIAGRAMMATIC UNLESS SPECIFICALLY DIMENSIONED, AND DO NOT NECESSARILY INDICATE EVERY REQUIRED VALVE, FITTINGS, ELBOW, PIPE, TRANSITIONS, TRAP, JUNCTION OR PULLBOX, OFFSETS OR SIMILAR ITEMS REQUIRED FOR THE INSTALLATION TO BE COMPLETE

MEASUREMENTS:

ALL MEASUREMENTS TAKEN AT THE BUILDING SHALL TAKE PRECEDENCE OVER SCALE DIMENSIONS. EVERY PART OF THE PLANS SHALL BE FITTED TO THE ACTUAL CONDITIONS AT THE BUILDING. IF THERE IS A CONFLICT WITH THE SCALE DIMENSIONS, CONTACT ARCHITECT AND/OR ENGINEER FOR DIRECTION/CLARIFICATION.

PROTECTION OF EQUIPMENT, MATERIALS AND FIXTURES:

CLOSE PIPE OPENINGS WITH CAPS OR PLUGS DURING INSTALLATION. TIGHTLY COVER AND PROTECT FIXTURES AND EQUIPMENT AGAINST DIRT, WATER AND CHEMICAL OR MECHANICAL INJURY. AT COMPLETION OF ALL WORK, FIXTURES, EXPOSED MATERIALS AND EQUIPMENT SHALL BE THOROUGHLY CLEANED.

EXAMINATION OF PREMISES – SPECIAL NOTE:

NO CONSIDERATION OR ALLOWANCE WILL BE GRANTED FOR THE FAILURE TO VISIT THE SITE, OR ANY ALLEGED MISUNDERSTANDING OR MATERIAL TO BE FURNISHED, OR WORK TO BE DONE. IT BEING THAT TENDER OF PROPOSAL INDICATED WITH ITS AGREEMENT TO ITEMS AND CONDITIONS REFERRED TO HEREIN OR INDICATED ON AFOREMENTIONED DRAWINGS.

HOUSEKEEPING:

THIS CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING STOCK OF MATERIALS AND EQUIPMENT STORED ON PREMISES IN A TIDY AND ORDERLY MANNER AND, AT ALL TIMES, KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE MATERIAL OR RUBBISH CAUSED BY THEIR EMPLOYEES AT WORK. HE SHALL REMOVE HIS RUBBISH AND SURPLUS MATERIALS FROM THE JOB SITE AND SHALL LEAVE THE PREMISES AND THEIR WORK IN A CLEAN AND WELL MAINTAINED CONDITION.

ACCESSIBILITY:

PLACE VALVES, UNIONS, DRAINS, AND ITEMS REQUIRING MAINTENANCE, ADJUSTMENT, OR REPAIR, IN ACCESSIBLE LOCATIONS. COORDINATE FINAL LOCATION OF ACCESS PANELS WITH ARCHITECT.

DEMOLITION:

CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, EQUIPMENT, ETC., REQUIRED TO COMPLETE ALL DEMOLITION WORK NECESSARY FOR THE FULL COMPLETION OF THIS CONTRACT. PROTECT ALL PARTS AND EQUIPMENT THAT ARE TO REMAIN. ASSUME FULL RESPONSIBILITY FOR DAMAGE.

ALL ITEMS BEING REMOVED SHALL REMAIN THE PROPERTY OF THE OWNER UNLESS OTHERWISE INDICATED BY THE OWNER. EQUIPMENT AND DEVICES THE OWNER DOES NOT WISH TO RETAIN SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND REMOVED FROM THE SITE. ALL MATERIAL CHOSEN TO BE RETAINED BY TECH OWNER SHALL BE DELIVERED BY THE CONTRACTOR TO SUCH A POINT AS DESIGNATED BY THE OWNER.

COORDINATION OF WORK:

TRANSMIT TO OTHER TRADES ALL INFORMATION REQUIRED FOR WORK TO BE PROVIDED UNDER THEIR RESPECTIVE SECTIONS IN SUFFICIENT TIME FOR INSTALLATION.

WHEREVER WORK INTERCONNECTS WITH THE WORK OF OTHER TRADES, COORDINATE WITH OTHER TRADES TO INSURE THAT ALL TRADES HAVE THE INFORMATION NECESSARY SO THEY MAY PROPERLY INSTALL ALL NECESSARY CONNECTIONS TO EQUIPMENT. IDENTIFY ALL WORK ITEMS (VALVES, DRAINS, ETC.) IN AN APPROVED MANNER IN ORDER THAT THE CEILING SUBCONTRACTOR WILL KNOW WHERE TO INSTALL ACCESS DOORS AND PANELS.

CONSULT WITH OTHER TRADES REGARDING EQUIPMENT THUS, IF POSSIBLE, THE MOTORS AND CONTROLS ARE BY THE SAME MANUFACTURER.

FURNISH AND SET ALL SLEEVES FOR PASSAGE OF PIPES AND CONDUITS THROUGH STRUCTURAL MASONRY AND CONCRETE WALLS AND FLOORS, AND ELSEWHERE AS WILL BE REQUIRED FOR THE PROTECTION OF EACH PIPE PASSING THROUGHOUT BUILDING SURFACES.

PROVIDE REQUIRED SUPPORTS AND HANGERS FOR PIPING, FIXTURES AND EQUIPMENT, THUS LOADING WILL NOT EXCEED ALLOWABLE LOADINGS FOR STRUCTURE.

CONFORM THE PLUMBING WORK TO THE REQUIREMENTS IN THESE CONTRACT DOCUMENTS. PROVIDE OFFSETS, FITTINGS, DRAINS, AND ACCESSORIES WHICH MAY BE REQUIRED. INVESTIGATE THE STRUCTURAL AND FINISH CONDITIONS AFFECTING THE WORK, AND ARRANGE THE WORK ACCORDINGLY. PROVIDE SUCH PIPING, FITTINGS, VALVES AND ACCESSORIES AS BY BE REQUIRED TO MEET SUCH CONDITIONS.

QUIET OPERATION:

ALL WORK SHALL OPERATE UNDER ALL CONDITIONS OF LOAD WITH OUT ANY SOUND OR VIBRATION WHICH IS OFFENSIVE IN THE OPINION OF THE ENGINEER. IN THE CASE OF THE MOVING MACHINERY, SOUND OR VIBRATION NOTICEABLE OUTSIDE OF ROOM IN WHICH IT IS INSTALLED, OR ANNOYING INSIDE GIVEN ROOM, WILL BE CONSIDER UNACCEPTABLE BY THE ENGINEER AND SHALL BE REMEDIED IN APPROVED MANNER BY THE CONTRACTOR AT THEIR OWN EXPENSE.

ELECTRICAL CONNECTIONS:

POWER SUPPLY AND ALARM WIRING WILL BE PROVIDED UNDER DIVISION 26, AND CONNECTIONS MADE TO ANY NEW EQUIPMENT, PUMPS, VALVES, FIXTURES, AND OTHER ITEMS RECEIVING ELECTRICAL CONNECTION.

TO FACILITATE ELECTRICAL CONNECTIONS PROVIDE ELECTRICAL ITEMS WITH NEMA ENCLOSURES HAVING SUFFICIENT KNOCKOUTS, CONNECTORS, TERMINAL BLOCKS AND/OR CONTACTS.

DISSIMILAR METALS:

WHERE COPPER OR BRASS ALLOY IS CONNECTED TO GALVANIZED METAL, THE TWO SHALL BE SEPARATED WITH AN INSULATION CONNECTION FITTING.

VALVES:

CHECK VALVE: PVC, HORIZONTAL SWING, REGRINDING TYPE, Y PATTERN, RENEWABLE SEAT AND DISC, 200 PSI NON-SHOCK COLD WATER BY NIBCO.

BALL VALVE – 2" AND SMALLER: PVC BODY AND BALL, TEFLON SEATS AND SEALS, LEVER HANDLE, 400 PSI WOG, NIBCO.

SLEEVES:

PROVIDE NO. 22 USSG GALVANIZED IRON SLEEVES EXTEND THROUGH CONSTRUCTION IN CEILINGS, WALLS AND PARTITIONS. FOR INSULATED PIPING SIZED TO ALLOW INSULATION TO PASS THROUGH THE SLEEVE, PROVIDE 1/2" SPACE BETWEEN PIPE AND/OR INSULATION AND SLEEVE. SEAL ALL SLEEVES IN ACCORDANCE WITH BUILDING CODE AND FIRE DEPARTMENT REQUIREMENTS.

PIPE HANGER AND SUPPORT INSTALLATION:

REFER TO MSS-SP-58; STANDARD FOR PIPE HANGERS AND SUPPORTS.

SUPPORT, ANCHOR AND GUIDE PIPING SYSTEMS TO WITHSTAND STATIC AND DYNAMIC LOADS CONDITIONS, TO ALLOW FOR EXPANSION AND CONTRACTION; TO PREVENT VIBRATION AND SWAYING; TO MAINTAIN ALIGNMENT AND MINIMIZE VERTICAL DEFLECTION.

DO NOT SUPPORT PIPING FROM OTHER PIPING OR DUCTWORK. DO NOT USE WRIT, TAPE, METAL BANDS, OR OTHER MAKE-SHIFT DEVICES AS MEANS OF SUPPORT OR ATTACHMENT.

PIPE HANGER MATERIAL STANDARDS:

BOLTING – ASTM A307, GRADE A
CAST IRON – ASTM A48, GRADE 30
FORGINGS – AST, A521, GRADE CA
STEEL – ASTM A36, ASTM A569, ASTM A570
STEEL PIPE – ASTM A53, ASTM A120
STEEL ROD – ASTM A36, ASTM A575

PIPE HANGER COMPONENTS:

COMPONENTS: DESIGNED WITH MINIMUM SAFETY FACTOR OF 5: OF ALL METAL CONSTRUCTION; ASSEMBLED WITH CORROSION RESISTANT SQUARE HEAD MACHINE BOLTS AND SQUARE OR HEX HEAD NUTS, STEEL WASHERS, IN SUCH A MANNER AS TO PREVENT SELF-DISENGAGEMENT.

PIPE ATTACHMENTS: CAPABLE OF VERTICAL ADJUSTMENT UNDER LOAD, SHAPED TO OUTSIDE DIAMETER OF PIPING, SIZED TO ALLOW CONTINUOUS INSULATION.

SURFACE FINISH – GENERALLY: CORROSION RESISTANT PAINT COATING.

SURFACE FINISH – UNINSULATED COPPER AND BRASS PIPING; COPPER-PLATED OR PLASTIC COATED.

SURFACE FINISH – CHROME PLATED PIPING; CHROME PLATED.

ESCUTCHEONS:

PAINTED SURFACES: PRIME COATED SHEET METAL

ACOUSTICAL SURFACES: FACTORY PAINTED TO MATCH SURFACE SHEET METAL.

PREFINISHED SURFACES: CHROME-PLATED CAST BRASS

PIPE SLEEVES, SEALS AND ADAPTERS.

INTERIOR PARTITIONS: #20 GAUGE GALVANIZED STEEL, LOCK SEAM JOINT.

EXPANSION ANCHORS:

SUSPEND HANGERS FROM EXPANSION ANCHORS IN SOLID CONCRETE SLABS SIMILAR TO HILTI HDI. PROVIDE HANGER IN PLACE WITH DOUBLE NUTS. PROVIDE PROTECTION SHIELDS IN INSULATED PIPES. INSTALL HANGERS OVER INSULATIONS AND SHIELDS. WHERE OVERHEAD CONSTRUCTION DOES NOT PERMIT FASTENING HANGER RODS IN REQUIRED LOCATIONS, PROVIDE ADDITIONAL STEEL FRAMING AS REQUIRED AND REVIEWED.

ESCUTCHEON INSTALLATION:

PROVIDE ESCUTCHEON ON PIPE PROTRUSIONS AT WALLS, PARTITIONS, CEILING AND FLOORS. ESCUTCHEON SHALL FIT SNUGGLY AROUND PIPING AND COVER SURFACE OPENINGS.

FIRE STOPPING:

FILL VOID SPACE BETWEEN PIPING AND PIPING SLEEVES WITH DOW CORNING 3 – 6548 RTV SILICONE FOAM, OR WITH FIBROUS GLASS SEALED WITH FIRE TESTED AND APPROVED ELASTOMERIC CAULKING MATERIALS.

HANGERS AND SUPPORTS:

HANGING AND SUPPORTING – PIPING SHALL NOT BE SUPPORTED BY OTHER PIPING, BUT SHALL BE SUPPORTED WITH GALVANIZED STEEL CORROSION RESISTANT PIPE HANGERS SUITABLE FOR THE SIZE OF PIPE AND PROPER STRENGTH AND QUALITY AT PROPER INTERVALS SO THAT THE PIPING CANNOT BE MOVED ACCIDENTALLY FROM THE INSTALLED POSITION AS FOLLOWS:

PROVIDE GALVANIZED STEEL CLEVIS HANGERS	UNLESS OTHERWISE NOTED
1" PIPE OR SMALLER	3 FEET
1-1/4" PIPE OR LARGER	4 FEET
VERTICAL PIPING	10 FEET

GENERAL INSULATION REQUIREMENTS:

A. ALL MATERIALS SHALL BE INSTALLED BY SKILLED LABOR REGULARLY ENGAGED IN THIS TYPE OF WORK. ALL MATERIALS SHALL BE INSTALLED IN STRICT ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS, BUILDING CODES, AND INDUSTRY STANDARDS.
B. LOCATE INSULATION AND COVER SEAMS IN THE LEAST VISIBLE LOCATION. ALL SURFACE FINISHES SHALL BE EXTENDED IN SUCH A MANNER AS TO PROTECT ALL RAW EDGES, ENDS AND SURFACES OF INSULATION.
C. ON COLD SURFACES WHERE A VAPOR RETARDER MUST BE MAINTAINED, INSULATION SHALL BE APPLIED WITH A CONTINUOUS, UNBROKEN MOISTURE AND VAPOR SEAL. ALL HANGERS, SUPPORTS, ANCHORS, OR OTHER PROJECTIONS SECURED TO COLD SURFACES SHALL BE INSULATED AND VAPOR SEALED TO PREVENT CONDENSATION.
D. ALL PIPE INSULATION SHALL BE CONTINUOUS THROUGH WALLS, CEILING OR FLOOR OPENINGS, OR SLEEVES EXCEPT WHERE FIRESTOP OR FIRESAFING MATERIALS ARE REQUIRED.
E. INSTALL MULTIPLE LAYERS OF INSULATION AND LONGITUDINAL AND CIRCUMFERENTIAL JOINTS STAGGERED.

PIPE INSULATION:

A. LOCATE ALL SEAMS IN THE LEAST VISIBLE LOCATION.

B. INSULATION INSTALLED ON PIPING OPERATING BELOW AMBIENT TEMPERATURES MUST HAVE A CONTINUOUS VAPOR RETARDER. ALL JOINTS, SEAMS AND FITTINGS MUST BE SEALED.

C. ALL ENDS MUST BE FIRMLY BUTTED AND SECURED WITH APPROPRIATE BUTT-STRIP MATERIAL. ON HIGH-TEMPERATURE PIPING, DOUBLE LAYERING WITH STAGGERED JOINTS MAY BE APPROPRIATE. WHEN DOUBLE LAYERING, INNER LAYER SHOULD NOT BE JACKETED.

D. METAL SHIELDS SHALL BE INSTALLED BETWEEN HANGERS OR SUPPORTS AND THE PIPING INSULATION. RIGID INSULATION INSERTS SHALL BE INSTALLED AS REQUIRED BETWEEN THE PIPE AND THE INSULATIONS SHIELDS. INSERTS SHALL BE OF EQUAL THICKNESS TO THE ADJACENT INSULATION AND SHALL BE VAPOR SEALED AS REQUIRED. INSULATION INSERTS SHALL BE NO LESS THAN THE FOLLOWING LENGTHS:

1-1/2" TO 2-1/2" IPS 10" LONG
3" TO 6" IPS 12" LONG

E. FOR PIPING EXPOSED IN MECHANICAL ROOMS OR HIGH TRAFFIC AREAS, INSULATION SHALL BE PROTECTED FROM ABUSE BY THE USE OF APPROPRIATE THICKNESS OF PVC JACKETING OR METAL JACKETING.

PIPING IDENTIFICATION:

CONSPICUOUSLY IDENTIFY NEW PIPING WITH SELF-ADHEARING VINYL PLASTIC COLOR BANDS AND PIPE MARKERS IMPRINTED WITH LEGENDS, BASED ON ANSI A13.1 – "SCHEME FOR THE IDENTIFICATION OF PIPING SYSTEMS."

APPLY LEGENDS TO FEED AND CROSS MAIN PIPING ADJACENT TO CHANGES IN DIRECTION WHERE PIPES PASS THROUGH WALLS OR FLOORS, AT INTERVALS NOT EXCEEDING 40 FEET IN STRAIGHT PIPING RUNS, AND ADJACENT TO CROSS MAIN CONNECTIONS WITH FEED MAIN.

DOMESTIC WATER PIPING:

ALL WATER PIPING WITHIN THE BUILDING SHALL BE TYPE CPVC SCHEDULE 40 WITH SOLVENT CEMENT JOINTS.

PROVIDE SECTION CUTOFF VALVES ON ALL MAIN BRANCHES.

PITCH AND VALVE ALL WATER PIPING FOR CONVENIENT DRAINAGE.

ALL PIPES SHALL BE REAMED TO FULL AREA BEFORE INSTALLATION AND BLOWN CLEAN OF CHIPS AND DIRT.

PIPING SHALL BE CONCEALED IN FURRED SPACE OF OCCUPIED AREAS OR CHASES WHEREVER CONSTRUCTION PERMITS. CONTRACTOR SHALL OBTAIN PERMISSION OF THE ARCHITECT TO RUN EXPOSED PIPE NOT SPECIFICALLY SHOWN ON THE DRAWINGS AS EXPOSED.

WHERE HORIZONTAL BRANCH PIPE MAINS, BRANCHES OR RISERS ARE EXPOSED IN FINISHED AREAS, THEY SHALL BE FITTED WITH A TWO PIECE FLOOR AND CEILING PLATE HAVING A DULL SATIN CHROME PLATE FINISH.

WASTE AND VENT PIPING:

PVC SCHEDULE 40 WITH SOLVENT CEMENT JOINTS, NO CELLULAR CORE PVC. PVC IS NOT ALLOWED IN PLENUM CEILINGS.

INSTALLATION – GENERAL:

PREPARATION: CUT PIPE AND TUBING ENDS SQUARE, REMOVE BURRS AND REAM TO ORIGINAL BORE. CLEAN JOINT SURFACES PRIOR TO ASSEMBLY. WIPE OFF EXCESS JOINING COMPOUNDS AND FLUX RESIDUE.

SCREWED: USE AMERICAN STANDARD TAPER PIPE THREADS CUT SHARP AND TRUE AND SUITABLE FOR NORMAL ENGAGEMENT. SCREW THREADED ITEMS UP CLOSE TO SHOULDERS WITH NOT MORE THAT THREE COMPLETE THREADS SHOWN. DO NOT USE LAMP WICK, CORD, WOOL OR OTHER WICKING MATERIALS. REPAIR LEAKS WITH NEW MATERIALS, DO NOT PEEN OR CAULK. TEFLON PIPE JOINT TAPE OR JOINT COMPOUNDS COMPOSED OF RED LEAD AND GRAPHITE GROUND IN LINSEED OIL WILL BE PERMITTED, APPLIED TO MALE THREADS ONLY.

MECHANICAL COUPLINGS: USE MANUFACTURER'S MATERIALS AND METHODS

WATER PIPING SPECIALTIES:

SHOCK ABSORBER: SA: ALL COPPER, MECHANICAL PNEUMATIC TYPE, HERMETICALLY SEALED BELLOWS, THREADED INLET; 150 PSI WWP. SIZE AND PLACEMENT DETERMINATION: PDI-WH 201.

INTERIOR WATER VALVES:

VALVES SHALL BE PVC BALL TYPE, JAMESBURY CLINCHER OR APOLLO 3 OR EQUAL.

DISINFECTIONS OF POTABLE WATER PIPING:

COMPLETE AND EFFECTIVE DISINFECTION OF POTABLE WATER PIPING SYSTEMS IN ACCORDANCE WITH AWWA STANDARDS C651-99. DISINFECT AFTER FLUSHING CLEAR WATER BY FILLING ENTIRE SYSTEM OR ANY PART THEREOF WITH WATER SOLUTION CONTAINING AT LEAST 50 PARTS PER MILLION (PPM) OF AVAILABLE CHLORINE. ALLOW SOLUTION TO STAND IN SYSTEM AT LEAST 24 HOURS BEFORE FLUSHING OUT WITH CLEAN POTABLE WATER.

IN LIEU OF ABOVE, SWAB WATER CONTACTING SURFACES WITH SOLUTION CONTAINING AT LEAST 200 PPM OF AVAILABLE CHLORINE. ALLOW SOLUTION TO STAND IN SYSTEM FOR AT LEAST THREE HOURS BEFORE FLUSHING OUT WITH CLEAN POTABLE WATER.

TESTING:

GENERAL: TEST PLUMBING SYSTEMS TO SATISFACTION OF BUILDING OFFICIAL. DO NOT CLOSE IN, CONCEAL, OR COVER UP ANY WORK UNTIL IT HAS BEEN TESTED, INSPECTED, AND APPROVED BY ENGINEER AND LOCAL OFFICIALS.

FLUSH PIPING, PRIOR TO TESTING, TO REMOVE FOREIGN MATERIAL WHICH MAY HAVE ENTERED DURING COURSE OF INSTALLATION. CLEAN FILTERS AND STRAINERS AFTER FLUSHING.

THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, DURING THE PROGRESS OF THE WORK OR UPON ITS COMPLETION AS ORDERED, MAKE SUCH TESTS OF THEIR WORK AS HEREIN SPECIFIED OR AS ARE REQUIRED BY AND IN THE PRESENCE OF THE PLUMBING INSPECTOR. IF SO DIRECTED, TESTS SHALL BE MADE OF SECTIONS FOR THE WORK SO AS NOT TO DELAY THE WORK OF OTHER TRADES.

THE CONTRACTOR SHALL PROVIDE ALL APPARATUS, TEMPORARY WORK OR ANY OTHER REQUIREMENTS NECESSARY FOR SUCH TESTS. THE CONTRACTOR SHALL TAKE ALL DUE PRECAUTIONS TO PREVENT DAMAGE TO THE BUILDING OR ITS CONTENTS THAT MAY BE INCURRED BY SUCH TESTS AS THEY WILL BE REQUIRED TO REPAIR AND MAKE GOOD, AT THEIR OWN EXPENSE, ANY DAMAGED CAUSED.

ANY DEFECTS OR DEFICIENCIES DISCOVERED AS A RESULT OF TEST SHALL BE IMMEDIATELY REPAIRED AND TESTS SHALL BE REPEATED UNTIL THE TEST REQUIREMENTS ARE FULLY COMPLIED WITH.

NO CAULKING OR PIPE JOINTS TO REMEDY LEAKS WILL BE PERMITTED.

THE DRAINAGE AND VENT SYSTEMS SHALL BE TESTED IN SECTIONS WHEN REQUIRED TO PERMIT GENERAL CONSTRUCTION WORK TO PROCEED. THE PIPING SHALL BE TESTED UNDER A HYDROSTATIC PRESSURE CORRESPONDING TO A HEAT OF AT LEAST 10 FEET OF WATER FOR 2 HOURS.

ALL NEW WATER PIPING SHALL BE TESTED TO A HYDROSTATIC PRESSURE OF 150 PSI. PRESSURE SHALL BE MAINTAINED WITHOUT PUMPING FOR 2 HOURS.

THE CONTRACTOR SHALL NOTIFY THE ARCHITECT TWO DAYS IN ADVANCE OF RUNNING TESTS TO ALLOW THEIR REPRESENTAITVE TO BE PRESENT TO WITNESS TESTS. NOTIFICATION TO BE IN WRITING.

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City of Venice, FL - Museum Archive

224 Milan Avenue West, Venice, FL

Project No.	2015058.09
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Checked By	DMB
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2/12/18

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COA number: 31659

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P10.0
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ELECTRICAL GENERAL NOTES

1. UNLESS OTHERWISE INDICATED, FURNISH AND INSTALL A COMPLETE AND OPERATIONAL ELECTRICAL SYSTEM INCLUDING ALL NECESSARY MATERIAL, LABOR, AND EQUIPMENT.
2. ELECTRICAL PLANS AND DETAILS, AND ONE LINE DIAGRAMS SHOW THE GENERAL LOCATION AND ARRANGEMENT OF THE ELECTRICAL SYSTEM. THEY ARE DIAGRAMMATIC AND DO NOT SHOW ALL CONDUIT BODIES, CONNECTORS, BENDS, FITTINGS, HANGERS, AND ADDITIONAL PULL AND JUNCTION BOXES WHICH THE CONTRACTOR MUST PROVIDE TO COMPLETE THE ELECTRICAL SYSTEM.
3. ALL EQUIPMENT AND MATERIAL SHALL BE LABELED AND LISTED, AND INSTALLED IN ACCORDANCE WITH THEIR LISTING.
4. THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS AND ARRANGE FOR ALL REQUIRED INSPECTIONS IN ACCORDANCE WITH STATE GOVERNING AUTHORITIES.
5. ALL WORK SHALL BE DONE WITH LICENSED WORKMEN IN ACCORDANCE WITH STATE GOVERNING AUTHORITY.
6. THE DEFINITION OF ELECTRICAL TERMS USED SHALL BE AS DEFINED IN THE FLORIDA STATE ELECTRICAL CODE.
7. THE TERM "INDICATED" SHALL MEAN "AS SHOWN ON CONTRACT DOCUMENTS (SPECIFICATIONS, DRAWINGS, AND RELATED ATTACHMENTS)".
8. THE TERM "SIZE" SHALL MEAN ONE OR MORE OF THE FOLLOWING: "LENGTH, CURRENT AND VOLTAGE RATING, NUMBER OF POLES, NEMA SIZE, AND OTHER SIMILAR ELECTRICAL CHARACTERISTICS".
9. THE TERM "SPACE" ON PANELBOARD AND SWITCHBOARD SCHEDULES SHALL MEAN "PROVIDE SPACE TO INSTALL THE NUMBER OF POLES AND SIZE OF THE PROTECTIVE DEVICE INDICATED WITH ALL THE NECESSARY BUS AND FITTINGS TO INSTALL THE DEVICE AT SOME FUTURE DATE".
10. COORDINATE ELECTRICAL WORK WITH OWNER.
11. COORDINATE ELECTRICAL WORK WITH OTHER DIVISIONS OF THIS PROJECT.
12. BEFORE SELECTING MATERIAL AND EQUIPMENT, AND PROCEEDING WITH WORK, INSPECT AREAS WHERE MATERIAL AND EQUIPMENT ARE TO BE INSTALLED TO INSURE SUITABILITY, AND CHECK NEEDED SPACE FOR REPLACEMENT, CLEARANCES AND INTERCONNECTIONS.
13. BEFORE CUTTING OR DRILLING INTO BUILDING ELEMENTS INSPECT AND LAYOUT WORK TO AVOID DAMAGING STRUCTURAL ELEMENTS AND BUILDING UTILITIES.
14. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE FLORIDA STATE ELECTRIC CODE ANSI/NFPA 70 2011 EDITION.
15. TYPICAL MOUNTING HEIGHTS OF DEVICES SHALL COMPLY NECA 1-2015.
16. ELECTRICAL CONTRACTOR SHALL SEAL ALL ELECTRICAL PENETRATIONS THROUGH FIRE AND SMOKE RATED PARTITIONS WITH FIRE RATED MATERIAL EQUAL TO 3M FIRE BARRIER SEALANT CP 25WB+ AS A MINIMUM. MATERIAL SELECTION SHALL BE BASED ON RATING OF PARTITION PENETRATED, IN ADDITION TO THE ABOVE, SERVICE RACEWAYS SHALL BE SEALED IN ACCORDANCE WITH NEC SECTION 230.8.
17. ALL ELECTRICAL DEVICES ALONG A COMMON WALL SHALL BE INSTALLED IN SEPARATE STUD CAVITIES, NO BACK TO BACK INSTALLATIONS, FOR SOUND ATTENUATION PURPOSES AND/OR FIRE RATING PURPOSES, IF WITHIN SAME CAVITY OR WITHIN 24" FURNISH AND INSTALL FIRE RATED PUTTY PACK ON RECEPTACLES.
18. FURNISH AND INSTALL MEANS OF DISCONNECTION FOR ALL MOTORIZED EQUIPMENT AND APPLIANCES IN ACCORDANCE WITH NEC, SECTIONS 422-III AND 430-IX.

GENERAL LIGHTING NOTES

1. ALL CIRCUITS SHALL BE SIZED 2#12, #12G, 3/4"C AND SHALL BE CONNECTED TO A 20A-1P CIRCUIT BREAKER IN SOURCE PANEL UNLESS OTHERWISE NOTED.
2. ALL 120VAC BRANCH CIRCUITS EXCEEDING 100' IN LENGTH SHALL BE INCREASED TO 2#10, #10G, 3/4" C UNLESS OTHERWISE NOTED.
3. ALL COMBINATION EXIT SIGN/EMERGENCY EGRESS LIGHTING FIXTURES SHALL BE EQUIPPED WITH EMERGENCY BATTERY PACKS. THE EMERGENCY FIXTURES SHALL BE WIRED SUCH THAT THEY ARE ACTIVATED ONLY BY POWER FAILURE AND NOT BY SWITCHING OFF AREA LIGHTING
4. ALL EXISTING TO REMAIN LIGHTING FIXTURES SHALL BE CLEANED AND RE-LAMPED U.O.N.
5. EXISTING TO REMAIN LIGHTING FIXTURES IN GARAGE SHALL BE CAREFULLY REMOVED, CLEANED, PROTECTED AND STORED FOR RE-USE, AND THEN RE-INSTALLED IN SAME LOCATIONS AFTER NEW DRY-WALL CEILING IS INSTALLED AND FINISHED.
6. PRIOR TO ELECTRICAL DEMOLITION, ELECTRICAL CONTRACTOR SHALL VERIFY ALL DEVICES AND CIRCUITS AND PREPARE A PLAN DRAWING OF EACH RECEPTACLE AND LIGHTING FIXTURE, AND WHICH CIRCUIT FEEDS EACH SUCH DEVICE. A COPY OF THIS PLAN SHALL BE PROVIDED TO EACH OF THE ARCHITECT, THE ENGINEER AND THE OWNER. WHERE RECEPTACLES AND LIGHTS ARE FED WITH THE SAME CIRCUIT, RECEPTACLES SHALL BE REMOVED FROM THAT CIRCUIT AND FED WITH A NEW 20 AMPERE CIRCUIT, ALL CIRCUITS SHALL HAVE MINIMUM #12 AWG. CU CONDUCTORS WITH A FULL SIZE #12 GREEN WIRE GROUND TO MEET 2011 NEC.
7. ALL DEVICES SHALL BE LABELED WITH CIRCUIT NUMBER(S) ENGRAVED ON COVER PLATE.
8. ALL DEVICES MARKED "DR" SHALL BE REMOVED, FINISHES PATCHED AND PAINTED TO MATCH ORIGINAL APPEARANCE. ADDITIONALLY, ALL ASSOCIATED WIRING AND CONDUIT SHALL BE REMOVED BACK TO SOURCE AT PANEL, UNLESS SAID DEVICE IS ALSO FEEDING OTHER DEVICES MARKED AS "EXISTING TO REMAIN", IN WHICH CASE, WIRING AND CONDUIT SHALL BE REMOVED ONLY BACK TO NEAREST J-BOX OR SIMILAR LOCATION TO ALLOW "EXISTING TO REMAIN" DEVICES USE TO BE PRESERVED AND POWER MAINTAINED FOR CONTINUED USE.
9. ALL SURFACE MOUNT DEVICES AND WIREWAY SHALL BE DEMOLISHED AND REMOVED U.O.N.

GENERAL POWER NOTES

1. ALL CIRCUITS SHALL BE SIZED 2#12, #12G, 3/4"C AND SHALL BE CONNECTED TO A 20A-1P CIRCUIT BREAKER IN SOURCE PANEL UNLESS OTHERWISE NOTED.
2. ALL 120VAC BRANCH CIRCUITS EXCEEDING 100' IN LENGTH SHALL BE INCREASED TO 2#10, #10G, 3/4" C UNLESS OTHERWISE NOTED.
3. ALL DEVICES SHALL BE LABELED WITH SOURCE PANEL AND CIRCUIT NUMBER(S).
4. ALL RECEPTACLES WITHIN 6'-0" OF A WATER SOURCE SHALL BE GFCI PROTECTED.

ELECTRICAL ABBREVIATIONS

ABBREVIATIONS	DESCRIPTION
A	AMPERES
AC	ALTERNATING CURRENT (60 HZ)
A/C	AIR CONDITIONING
ADA	AMERICANS WITH DISABILITIES ACT
AF	AMP- FRAME
AFFV	ABOVE FINISHED FLOOR
AT	AMP-TRIP
AWG	AMERICAN WIRE GAUGE
C	CONDUIT
CB	CIRCUIT BREAKER
cd	CANDELA
CM	CEILING MOUNTED
CTR	COUNTER HEIGHT
DISC	DISCONNECT
DR	DEMO AND REMOVE
DREL	DEMO AND RELOCATE FIXTURE OR NEW DEVICE
DWG	DRAWING
ECB	ENCLOSED CIRCUIT BREAKER
EMT	ELECTRICAL METALLIC TUBING
EQUIP	EQUIPMENT
EX	EXISTING TO REMAIN
ETR	EXISTING TO BE RELOCATED
EWH	ELECTRIC WATER HEATER (POINT OF USE)
FL	FLOOR
GFI	GROUND-FAULT CIRCUIT-INTERRUPTER
J	JUNCTION
KA	KILO AMPERE
Kcmils	THOUSAND CIRCUIT MILLS
MCB	MAIN CIRCUIT BREAKER
MLO	MAIN LUG ONLY
N/A	NOT APPLICABLE
NEC	NATIONAL ELECTRIC CODE
NECA	NATIONAL ELECTRICAL CONTRACTORS ASSOC.
NEMA	NATIONAL ELECTRICAL MANUFACTURERS ASSOC.
N.T.S	NOT TO SCALE
OC	OVERCURRENT
P	POLE
PH	PHASE
PVC	POLYVINYL CHLORIDE
PWR	POWER
RECPT	RECEPTACLE
REL	RELOCATED FIXTURE OR DEVICE
SCHD	SCHEDULE
SCR	SHORT-CIRCUIT RATING
SPD	SURGE PROTECTION DEVICE
SM	SURFACE MOUNTED RACEWAY OR DEVICE
SURF	SURFACE
TYP	TYPICAL
UL	UNDERWRITER'S LABORATORY
U.O.N.	UNLESS OTHERWISE NOTED
UTIL	UTILITY
V	VOLTS
VA	VOLT-AMPERES
W	WATTS
WP	WEATHERPROOF
XFMR	TRANSFORMER

ELECTRICAL LEGEND

SYMBOL	DESCRIPTION
	SURFACE MOUNTED PANELBOARD
	BRANCH CIRCUIT POWER WIRING
	SWITCHED WIRING
11,LP	BRANCH CIRCUIT HOME RUN (ARROW INDICATES PANEL AND CIRCUIT NUMBER)
—C—C—C—	ELECTRICAL CONDUIT
AF AT	NON-FUSED DISCONNECT SWITCH
	DUPLEX RECEPTACLE OUTLET
GFI	DUPLEX RECEPTACLE OUTLET WITH GROUND-FAULT CIRCUIT-INTERRUPTER
GFI	OUTDOOR GFI DUPLEX OUTLET WITH WEATHERPROOF IN-USE COVER
FM	FLOOR MOUNTED RECEPTACLE (CM=CEILING MOUNT)
	QUADRAPLEX OUTLET
S	SINGLE POLE SWITCH
S3	THREE POLE SWITCH
SD	DIMMER SWITCH
	4' SURFACE MOUNT WRAPAROUND LENS FIXTURE
	RECESSED DOWNLIGHT FIXTURE
	EXIT SIGN
	MOTOR
J	SQUARE JUNCTION BOX
EGO HD	EMERGENCY GAS SHUTOFF
M	UTILITY METER
CT	CURRENT TRANSFORMER CABINET

Panel - Demo Plan

CLASS: (●) Lighting ( ) Distribution
BUS SIZE 200A
VOLTAGE CLASS: 240/120V, 1 Ø, 3W
SCR (SERIES RATED) -
S/E RATING NO
MOUNTING SURFACE
CB TYPE 200A
FEEDER ENTRANCE TOP
LOCATION -

BREAKER #	A	P	DESCRIPTION	LOAD	PHASE LOAD - KVA A	B	LOAD	DESCRIPTION	BREAKER A	P	#
1	20	1	KITCHEN Microwave & Mini-Fridge	-	-		-	KITCHEN - Range Recept	60	2	2
3	20	1	LIGHTING - Middle Room (East)	-		-	-	-			4
5	20	1	LIGHTING - Back Room	-	-		-	EWH	20	2	6
7	20	1	LIGHTING - Garage ?	-		-	-	-			8
9	20	1	Recept - Kitchen ?	-	-		-	Daiken A/C	20	2	10
11	20	1	GHTING - KIT & Middle Room (Wes	-		-	-	-			12
13	20	1	Recept - Garage Door Opener	-	-		-	Split System A/C CU	30	2	14
15	20	1	LIGHTING - Exit Signs	-		-	-	-			16
17	20	1	Recept - Computer Receptacle	-	-		-	LIGHTING - Front Room (East)	20	1	18
19	15	1	Security System	-		-	-	Recept - Outlet Next To Fan ?	20	1	20
21	20	1	-	-	-		-	A/C - Photo Room	20	2	22
23	20	1	-	-		-	-	-			24
25	20	1	-	-	-		-	-	20	1	26
27	20	1	-	-		-	-	-	20	1	28
29	20	1	-	-	-		-	-	20	1	30
31	20	1	-	-		-	-	-	20	1	32
33	20	1	-	-	-		-	-	20	1	34
35	20	1	-	-		-	-	-	20	1	36
37	20	1	-	-	-		-	-	20	1	38
39	20	1	-	-		-	-	-	20	1	40
41	20	1	-	-	-		-	-	20	1	42
TOTAL LOAD PER PHASE:					0.0	0.0					
TOTAL LOAD ON PANEL:					0.00	KVA					

NOTES:

PANELBOARD NEW WORK

CLASS: ( ) Lighting (●) Distribution
BUS SIZE 200A
VOLTAGE CLASS: 240/120V, 1 Ø, 3W
SCR 10,000
S/E RATING NO
MOUNTING SURFACE
CB TYPE 200A
FEEDER ENTRANCE TOP
LOCATION

BREAKER #	A	P	DESCRIPTION	BRANCH CIRCUIT	LOAD	PHASE LOAD - KVA A	B	LOAD	BRANCH CIRCUIT	DESCRIPTION	BREAKER A	P	#
1	1	20	Receptacles -	2#12, #12G, 3/4"C	0.72	7.80		7.08	2#4, #8G, 1"C	SPLIT SYSTEM A/C AHU-1	80	2	2
3	1	20	LIGHTS- FRONT	2#12, #12G, 3/4"C	0.26		7.34	7.08					4
5	1	20	LIGHTS- MIDDLE	2#12, #12G, 3/4"C	0.26	7.34		7.08	2#4, #8G, 1"C	SPLIT SYSTEM A/C AHU-2	80	2	6
7	1	20	LIGHTS- BACK	2#12, #12G, 3/4"C	0.19		7.27	7.08					8
9	1	20	Receptacles -	2#12, #12G, 3/4"C	0.72	2.92		2.20	2#12, #12G, 3/4"C	Dakin Mini- Split System CU	20	2	10
11	1	20	LIGHTS- GARAGE	2#12, #12G, 3/4"C	0.26		2.45	2.20					12
13	1	20	LIGHTS- EXTERIOR	2#12, #12G, 3/4"C	0.20	0.68		0.48	2#12, #12G, 3/4"C	SPLIT SYSTEM A/C CU-1	15	2	14
15	1	20	LIGHTS- EXIT SIGNS	2#12, #12G, 3/4"C	0.04		0.52	0.48					16
17	2	20	EWH	2#12, #12G, 3/4"C	1.20	1.68		0.48	2#12, #12G, 3/4"C	SPLIT SYSTEM A/C CU-2	15	2	18
19		20			1.20		1.68	0.48					20
21						-							22
23							-						24
25						-							26
27							-						28
29						-							30
31							-						32
33						-							34
35							-						36
37						-							38
39							-						40
41						-							42
43							-						44
45						-							46
47							-						48
TOTAL LOAD PER PHASE:						20.4	19.3						
TOTAL LOAD ON PANEL (KW):						39.66							
TOTAL LOAD ON PANEL (A):						150.69							

NOTES: (1) EXISTING BREAKER TO REMAIN
(2) HACR TYPE

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1	BLDG COMMENTS	03-08-18

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E0.1

ELECTRICAL LEGEND, NOTES, ABBREVIATIONS AND PANEL SCHEDULES

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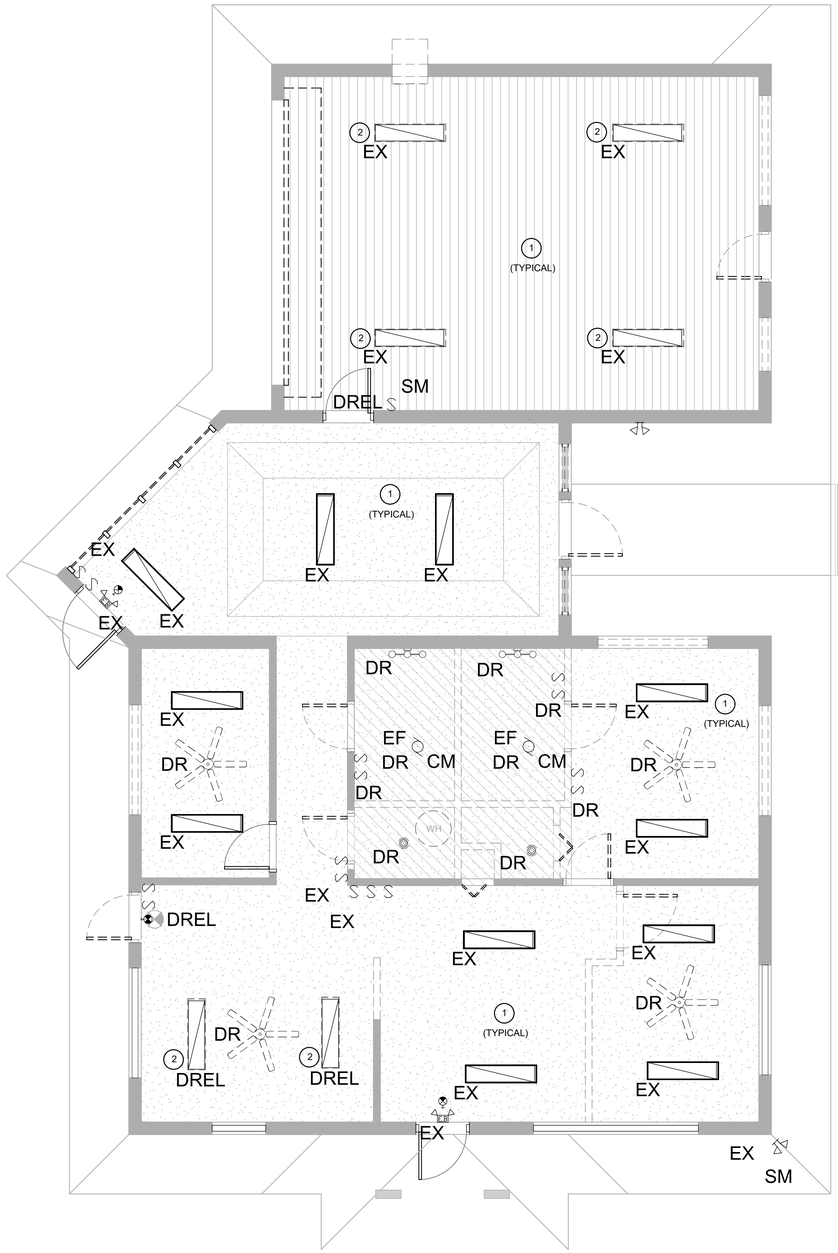
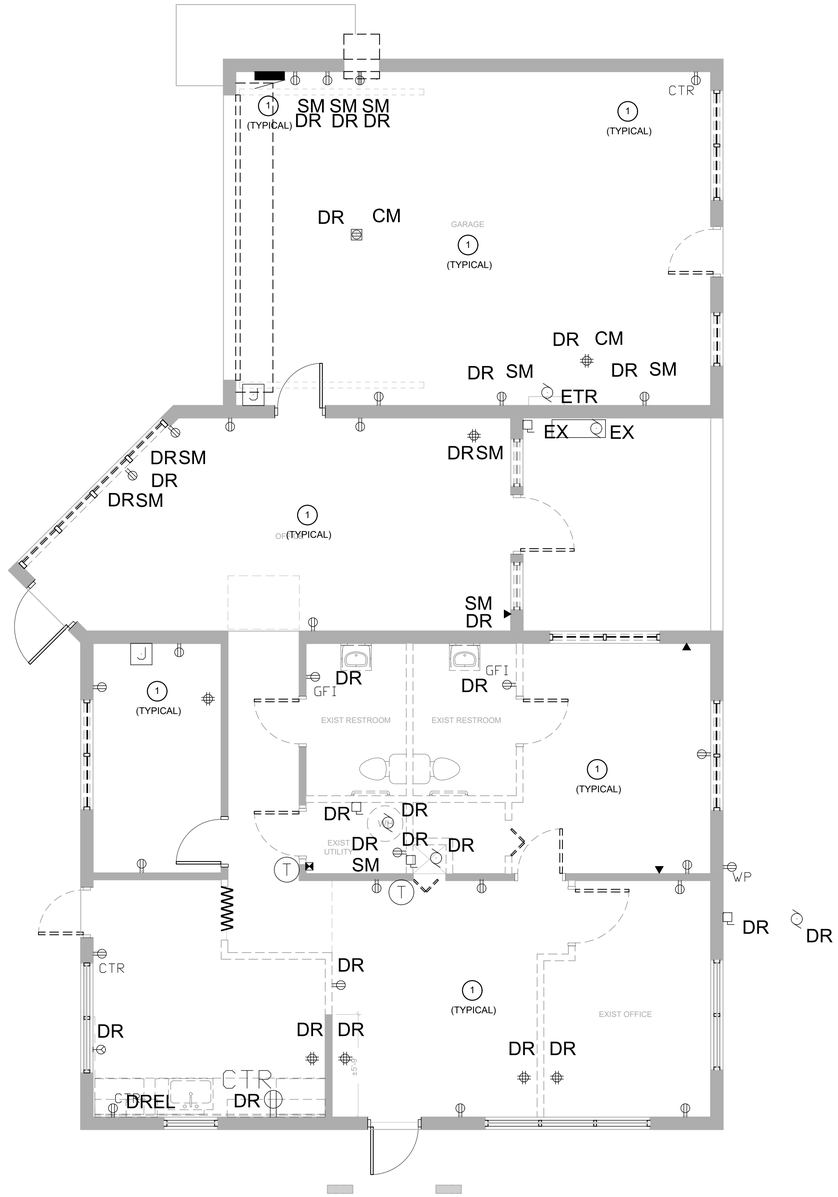


ELECTRICAL LIGHTING DEMO PLAN 2

SCALE: 1'= 1/4"



ELECTRICAL POWER DEMO PLAN 1

SCALE: 1'= 1/4"

ELECTRICAL LIGHTING KEY NOTES

1. REFER TO GENERAL LIGHTING NOTE #6 ON DRAWING E0.1 FOR CONTRACTOR DIRECTIONS ON VERIFYING EXISTING CIRCUITING FOR LIGHTING FIXTURES.
2. REFER TO GENERAL LIGHTING NOTE #5 ON DRAWING E0.1 FOR CONTRACTOR SPECIAL INSTRUCTIONS FOR RESTROOM AND GARAGE LIGHTING FIXTURES.
3. NOT USED.

ELECTRICAL LIGHTING GENERAL NOTES

1. REFER TO DRAWING E0.1 FOR SYMBOL LIST, NOTES AND ABBREVIATIONS.
2. REFER TO ELECTRICAL GENERAL NOTES ON E0.1 FOR MORE INFORMATION.
3. REFER TO ARCHITECTURAL DEMO PLAN A3.0 FOR MORE INFORMATION.
4. NO ENERGY CODE LIGHTING REQUIREMENTS FOR BUILDINGS UNDER 5000 SF.

ELECTRICAL POWER KEY NOTES

1. REFER TO GENERAL LIGHTING NOTE #6 ON DWG E0.1 FOR CONTRACTOR DIRECTIONS ON VERIFYING EXISTING CIRCUITING FOR RECEPTACLES.
2. NOT USED
3. NOT USED

ELECTRICAL POWER GENERAL NOTES

1. REFER TO DRAWING E0.1 FOR SYMBOL LIST, NOTES AND ABBREVIATIONS.
2. REFER TO GENERAL NOTES ON E0.1 FOR MORE INFORMATION.
3. REFER TO ARCHITECTURAL DEMO PLAN A3.0 FOR MORE INFORMATION.

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ED2.0

ELECTRICAL DEMO PLAN

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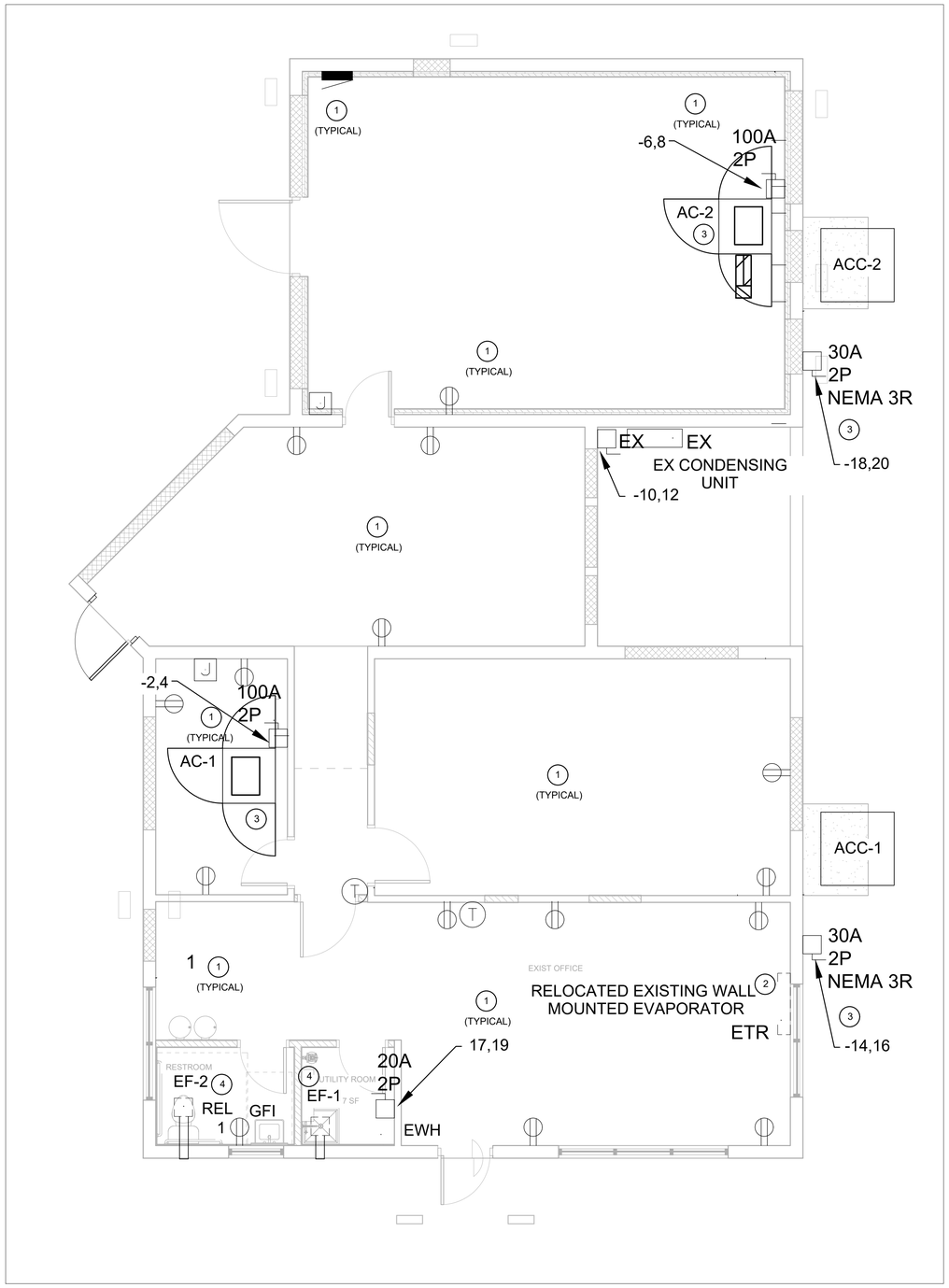

ELECTRICAL POWER KEY NOTES

1. REFER TO GENERAL LIGHTING NOTE #6 ON DWG E0.1 FOR CONTRACTOR DIRECTIONS ON VERIFYING EXISTING CIRCUITING FOR RECEPTACLES.
2. PROVIDE NEW ELECTRICAL CONDUCTORS TO SERVE RELOCATED EVAPORATOR.
3. PROVIDE NEW ELECTRICAL CONDUCTORS TO SERVE NEW A/C UNITS, SIZED PER NAMEPLATE DATA ON UNITS.
4. RESTROOM FANS RUN ON TIME DELAY RELAY TIED TO LIGHT SWITCH.

ELECTRICAL POWER GENERAL NOTES

1. REFER TO DRAWING E0.1 FOR SYMBOL LIST, NOTES AND ABBREVIATIONS.
2. REFER TO GENERAL NOTES ON E0.1 FOR MORE INFORMATION.
3. FIRE ALARM SYSTEM NOT REQUIRED FOR THIS SMALL BUSINESS OCCUPANCY, HOWERVER, A SPRINKLER MONITORING PANEL WITH DACT IN ADDITION TO A FIRE GONG WILL BE REQUIRED IF FIRE SPRINKLER PROTECTION IS PROVIDED.
4. ALSO SEE ARCHITECTURAL DWG A3.1 FOR MORE INFORMATION.

ELECTRICAL POWER FLOOR PLAN | 1

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ELECTRICAL POWER FLOOR PLAN

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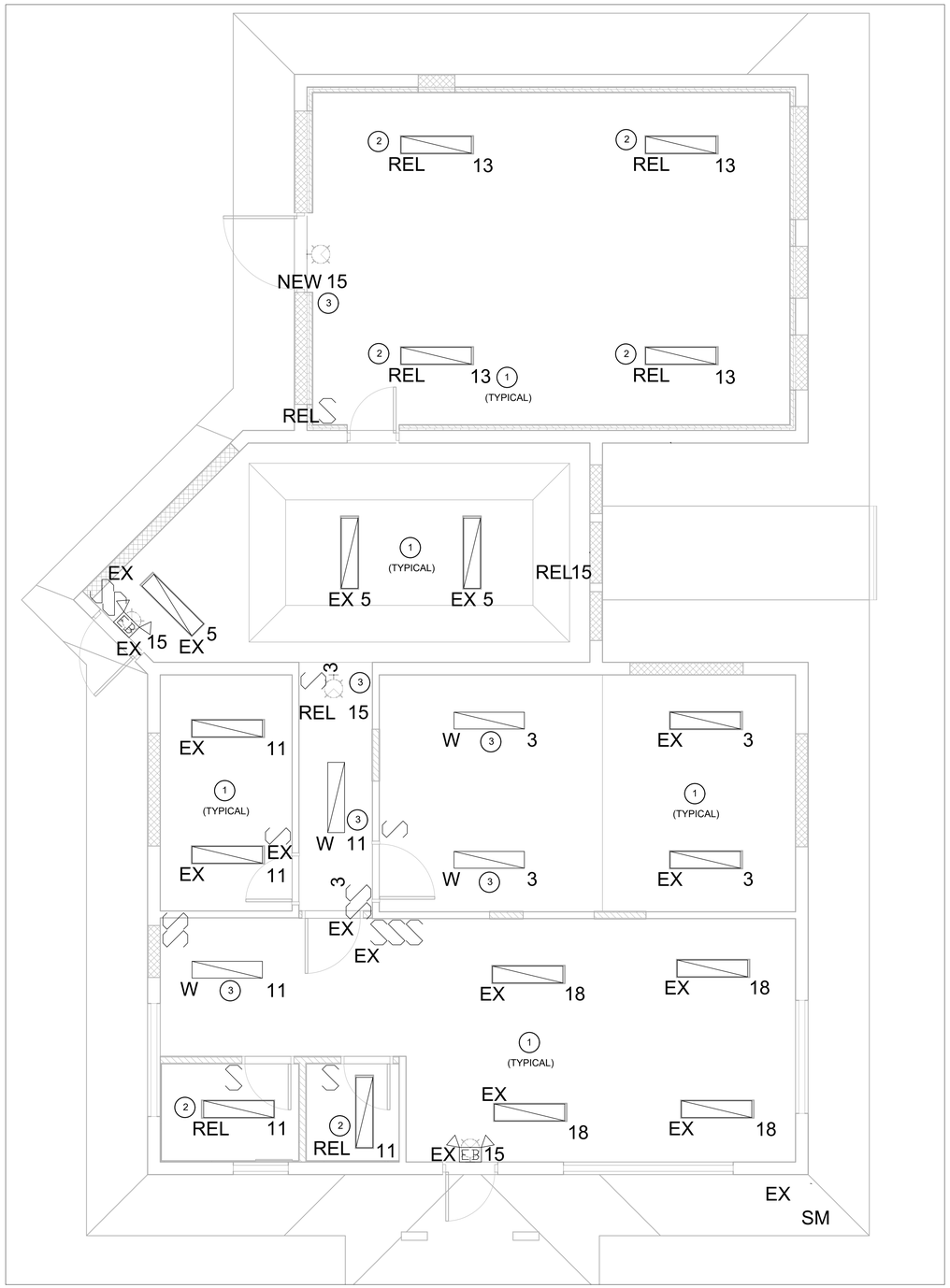

ELECTRICAL LIGHTING KEY NOTES

1. REFER TO GENERAL LIGHTING NOTE #6 ON DWG E0.1 FOR CONTRACTOR DIRECTIONS ON VERIFYING EXISTING CIRCUITING FOR LIGHTING FIXTURES.
2. REFER TO GENERAL LIGHTING NOTE #5 ON DWG E0.1 FOR CONTRACTOR SPECIAL INSTRUCTIONS FOR GARAGE LIGHTING FIXTURES.
3. NEW OR RELOCATED EXIT SIGN OR LIGHT FIXTURE (W=Lithonia Lighting SB232 MV). PROVIDE CONDUCTORS FOR RELOCATED CIRCUITING AND FIXTURE SWITCHING.

ELECTRICAL LIGHTING GENERAL NOTES

1. REFER TO DRAWING E0.1 FOR SYMBOL LIST, NOTES AND ABBREVIATIONS.
2. REFER TO GENERAL NOTES ON E0.1 FOR MORE INFORMATION.
3. NO ENERGY CODE LIGHTING REQUIREMENTS FOR BUILDINGS UNDER 5000 SF.
4. ALSO SEE ARCHITECTURAL DWG A3.1 FOR MORE INFORMATION.

ELECTRICAL LIGHTING FLOOR PLAN | 1

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ELECTRICAL LIGHTING FLOOR PLAN

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