



Bithlo NCF

Orange County Government
Orange County, Florida

PERMIT DOCUMENTS

SPECIFICATIONS

Divisions 1 Through 16

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Orange County Government
Capital Projects
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Orlando, Florida 32801



Owner:
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March 25, 2016



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ORANGE COUNTY GOVERNMENT, FLORIDA

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SECTION 01000 – GENERAL REQUIREMENTS

PART I GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. Contractor is responsible to perform all tasks specified in the contract documents. The project description includes:
- Install 6” of soil cement or crushed concrete base material and 1.5” of asphalt.
 - Install curbing to direct runoff to new concrete flumes.
 - Include new paved driveway and new concrete dumpster pad.
 - Regrade existing drainage swales for positive drainage.
 - Install site lighting.

1.02 CONTRACT METHOD

- A. Construct the work under a single lump sum contract (or as otherwise defined in bid documents).

1.03 COORDINATION (Not Used).

1.04 FIELD ENGINEERING SURVEYING

- A. Provide field engineering surveying services; establish grades, lines and levels, by use of engineering survey practices recognized as standard by the survey industry. Said work shall be required to be provided by a Professional Land Surveyor, registered as such in the State of Florida.
- B. Payment for all necessary survey work shall be included in the bid as part of other items of work.”

1.05 REFERENCE STANDARDS

- A. For products specified by association or trade standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. The date of the standard is that in effect when a specified date is specified and if no date is specified, use the latest edition.
- C. Obtain copies of referenced standards listed in individual specification sections. Maintain copy at job site during progress of the specific work.

END OF SECTION 01000

SECTION 01010-SUMMARY OF WORK

PART 1 GENERAL

1.01 RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section

1.02 PROJECT DESCRIPTION

A. Performance of all tasks specified in the contract documents shall be the responsibility of the contractor unless specified otherwise. The description of the project is as follows:

- Install 6" of soil cement or crushed concrete base material and 1.5" asphalt.
- Install curbing to direct runoff to new concrete flumes.
- Include new paved driveway for dumpster pad.
- Regrade existing drainage swales for positive drainage.

1.03 WORK UNDER OTHER CONTRACTS (Not applicable)

1.04 BUILDING/SITE SECURITY (Not applicable)

1.05 CONTRACTOR USE OF PREMISES

A. General: During the construction period the Contractor shall have full use of the premises for construction operations, including use of the site. The Contractor's use of the premises is limited only by the Owners right to perform construction operations with the own forces or to employ separate contractors on portions of the project.

B. General: Limit use of the premises to construction activities in areas indicated within the limit of the premises the Contractor may use any portion of the site for storage or work areas or any legal purpose.

1. Confine operations to areas within Contract limits indicated on the Drawings. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.
2. Keep driveways and entrances serving the premises clear and available to the Owner and the Owners employees at all times. Do not use these areas for parking or storage of materials.
3. Burial of Waste Materials: Do not dispose of construction debris, vegetation and hazardous material on site, either by burial or by burning.

1.06 DISTRIBUTION OF RELATED DOCUMENTS

- A. The Contractor is solely responsible for the distribution of ALL related documents/drawings/specifications to ALL appropriate vendors/subcontractors to insure proper coordination of all aspects of the project and its related parts during bidding and construction.

1.07 CONTRACT DOCUMENT FILE (Not applicable)

PART 2 PRODUCTS

2.01 ASBESTOS FREE MATERIAL

- A. Contractor shall provide a written and notarized statement on company letterhead(s) to certify and warrant that ONLY ASBESTOS FREE MATERIALS AND PRODUCTS were provided as required in this section. Such statement shall be submitted with the final payment request. Final payment shall not be made until such statement is submitted. Contractor agrees that if materials containing asbestos are subsequently discovered at any future time to have been included in the construction, the contractor shall be liable for all costs related to the redesign or modification on the construction of the project so that materials containing asbestos are removed from the facility. If construction has begun or has been completed pursuant to a design that includes asbestos containing materials, the Contractor shall also be liable for all costs related to the abatement of such asbestos.

PART 3 EXECUTION (Not applicable).

END OF SECTION 01010

SECTION 01027 - APPLICATION FOR PAYMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.
- B. The Contractor's Construction Schedule and Submittal Schedule are included in Section 01300 – SUBMITTALS

1.3 SCHEDULE OF VALUES

- A. Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
 - 1. Submit the Schedule of Values to the Owner at the earliest feasible date, but in no case later than Preconstruction Meeting. Refer to Section 01200.
 - 2. Sub-Schedules: Where the Work is separated into phases that require separately phased payments, provide sub-schedules showing values correlated with each phase of payment.
- B. Format and Content: Use the Project Manual Table of Contents as a guide to establish the format for the Schedule of Values.
 - 1. Identification: Include the following project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of the Architect
 - c. Project Number
 - d. Contractor's name and address
 - e. Date of submittal
 - 2. Arrange the Schedule of Values in a tabular form with separate columns to indicate the following for each item listed:
 - a. Generic name
 - b. Related Specification Section
 - c. Change Orders (numbers) that have affected value
 - d. Dollar Value

- d. Percentage of Contract Sum to the nearest one-hundredth percent, adjusted to total 100 percent
3. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Break principal subcontract amounts down into several line items:
 - a. A value will be given for at least every major specification section (subsections can logically be grouped together).
 - b. A single material subcontractor (i.e. sod, window blinds) will not be required to be broken down into labor and material unless it is anticipated the materials will be stored and invoiced prior to installation.
 - c. All multiple item subcontracts or work items (i.e. concrete, roofing, painting, mechanical, electrical items, etc.) will be shown broken down at least in labor and material (all taxes, burden and overhead and profit included).
 - d. Mobilization (move-on, bond, insurance, temporary office and sanitary service installation) shall not exceed 2 1/2% of contract price.
 - e. For multi-story work all items broken down per floor.
 - f. Concrete broken down at least into foundation slab on grade, columns, beams and suspended slabs.
 - g. Masonry divided into C.M.U. brick, stem walls, exterior walls, interior walls and elevator shaft.
 - h. Plumbing broken down at least into underslab rough-in, vents and stacks supply piping, equipment items (each listed separately), fixtures and trim.
 - i. HVAC: Typically shown per specification section, labor and material, per floor.
 - j. Electrical: same as HVAC.
 - k. Fire protection broken down at least into underground, rough-in and trim. All per building and labor and material.
 - l. Logical grouping of specification subsections is permitted.
4. Round amounts off the nearest whole dollar, the total shall equal the Contract Sum.
5. For each part of the Work where an Application for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed, provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

6. Margins of Cost: Show line items for indirect costs, and margins on actual costs, only to the extent that such items will be listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete including its total cost and proportionate share of general overhead and profit margin.
 - a. At the Contractors' option, temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown as separate line items in the Schedule of Values or distributed as general overhead expense.
7. Schedule Updating: Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives result in a change in the contract sum.

1.4 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as reviewed by the Owner representative and paid for by the Owner.
 1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the Final Application for Payment involve additional requirements. See items G, I, J and K of this section.
- B. Payment Application Times: The period of construction work covered by each Application of Payment is the period indicated in the Agreement.
- C. Payment Application Forms: Use the County's most updated form as the form for Application for Payment. Form given at the Preconstruction Conference.
- D. Application Preparation: Complete every entry on the form, including notarization and execution by person authorized to sign legal documents on behalf of the Owner. Incomplete applications will be returned without action.
 1. Entries shall match data on the Schedule of Values and Contractors' Construction Schedule. Use updated schedules if revisions have been made.
 2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
- E. Transmittal: Submit five (5) original executed copies of each Application for Payment to the Project Manager by means ensuring receipt within 24 hours; one copy shall be complete, including waivers of lien and similar attachments, when required.
 1. Transmit each copy with a transmittal form listing attachments, and recording appropriate information related to the application in a manner acceptable to the Project Manager.

- F. Payment will be processed once a month. Payment for item will be based on percentage completed as determined and approved by the County Project Manager or invoice for stored materials. Retainage (10%) will be held for all applications.
- G. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment; this application shall reflect any Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work. Application shall also include all items listed in Part H. above.
- H. Final Payment Application: Administrative actions and submittals, which must precede or coincide with submittal of the final payment. Application for Payment includes the following:
 - 1. Completion of Project Close-Out requirements
 - 2. Completion of items specified for completion after Substantial Completion (Punch List) Contractor's release of lien (on Owner's form)
 - 3. Subcontractor and material supplier release of lien
 - 4. Consent of Surety
 - 5. Power of attorney
 - 6. Asbestos-free letter

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01027

SECTION 01035 – MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This section specifies administrative and procedural requirements for handling and processing Contract modifications.

1.3 MINOR CHANGES IN THE WORK

- A. Supplemental instructions authorizing minor changes in the work, not involving an adjustment to the Contract Sum or Contract Time, will be issued by the Project Manager.

1.4 CHANGE ORDER PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Proposed changes in the work that will require adjustment to the Contract Sum or Contract Time will be issued by the Project Manager, with a detailed description of the proposed change and supplemental or revised Drawings and Specifications, if necessary.
 - 1. Proposal requests issued by the Project Manager are for information only. Do not consider them instruction either to stop work in progress, or to execute the proposed change.
 - 2. Unless otherwise indicated in the proposal request, within 7 days of receipt of the proposal request, submit to the Project Manager from the Owner's review, an estimate of cost necessary to execute the proposed change.
 - a. Include a list of quantities of products to be purchased and unit costs, along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include a statement indicating the effect the proposed change in the work will have on the Contract Time.
 - d. Contractor and subcontractors will provide a complete detailed labor and material breakdown to justify change order request amount.

- B. Contractor-Initiated Change Order Proposal Requests: When latent or other unforeseen conditions in mutual accord with the Owner Representative's findings require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the Architect.
1. Include a statement outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and Contract Time.
 2. Include a list of quantities of products to be purchased and unit costs along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 4. Comply with requirements in Section 01631 Product Substitutions- if the proposed change in the work requires that substitution of one product or system for a product or system not specified.
 5. Contractor and subcontractors will provide a complete detailed labor and material breakdown to justify change order request amounts.

1.5 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: When the Owner and Contractor are not in total agreement on the terms of a Change Order Proposal Request, the Project Manager may issue a Construction Change Directive instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
1. The Construction Change Directive will contain a complete description of the change in the Work and designate the method to be followed to determine change in the Contract Sum or Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
1. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

1.6 CHANGE ORDER PROCEDURES

- A. Upon the Owner's approval of a Change Order Proposal Request, the Project Manager will issue a Change Order for signatures of the Owner and Contractor on County's Change Order form, as provided in the Conditions of the Contract.

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MODIFICATION PROCEDURES
SECTION 01035

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01035

SECTION 01040 – PROJECT COORDINATION

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and supervisory requirements necessary for project coordination including, but not necessarily limited to:
 - 1. Coordination
 - 2. Administrative and supervisory personnel
 - 3. General installation provisions
 - 4. Cleaning and protection
- B. Progress meetings, coordination meetings And Pre-installation conferences are included in Section 01200 PROJECT MEETINGS.
- C. Requirements for the Contractor's Construction Schedule are included in Section 01300 SUBMITTALS.

1.3 COORDINATION

- A. Coordination: Coordinate construction activities included under various Sections of these Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections of the Specification that are dependent upon each other for proper installation, connection, and operation.
 - 1. Where installation of one part of the Work is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.
 - 2. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required: notices, reports, and attendance at meetings.
 - 1. Prepare similar memoranda for the Owner and separate
 - 2. Contractors where coordination of their Work is required.

- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Schedules
 - 2. Installation and removal of temporary facilities
 - 3. Delivery and processing of submittals
 - 4. Progress meetings
 - 5. Project close-out activities
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
 - 1. Salvage materials and equipment (if any) involved in performance of, but not actually incorporated in, the Work.
- E. Lack of coordination as specified in this and other sections of the contract documents are in grounds for assessment of back charges and/or termination in order to remediate the situation.

1.4 SUBMITTALS

- A. Coordination Drawings: Prepare and submit coordination Drawings where close and careful coordination is required for installation of products and materials fabricated off-site by separate entities, and where limited space availability necessitates maximum utilization of space for efficient installation of different components.
 - 1. Show the interrelationship of components shown on separate Shop Drawings.
 - 2. Indicate required installation sequences.
 - 3. Comply with requirements contained in Section SUBMITTALS.
 - 4. Refer to Division-15 Section BASIC MECHANICAL REQUIREMENTS, and Division-16 Section BASIC ELECTRICAL REQUIREMENTS for specific coordination Drawing requirements for mechanical and electrical installations.
- B. Staff Names: At the Preconstruction Conference submit a list of the Contractor's principal staff assignments, including the Superintendent and other personnel in attendance at the site; identify individuals, their duties and responsibilities; list their addresses and telephone numbers.
 - 1. Post copies of the list in the project meeting room, the temporary field office, and each temporary telephone.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 GENERAL INSTALLATION PROVISIONS

- A. Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
- B. Manufacturer's Instructions: Comply with manufacturer's installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents.
- C. Inspect materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items.
- D. Provide attachment and connection devices and methods necessary for securing work. Secure work true to line and level. Allow for expansion and building movement.
- E. Visual Effects: Provide uniform joint widths in exposed work. Arrange joints in exposed work to obtain the best visual effect. Refer questionable choices to Project Manager for final decision.
- F. Recheck measurements and dimensions, before starting each installation.
- G. Install each component during weather conditions and Project status that will ensure the best possible results. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration.
- H. Coordinate temporary enclosures with required inspections and tests, to minimize the necessity of uncovering completed construction for that purpose.
- I. Mounting Heights: Where mounting heights are not indicated, install individual components at standard mounting heights recognized within the industry for the particular application indicated. Refer questionable mounting height decisions to the Architect/Project Manager for final decision.

3.2 CLEANING AND PROTECTION

- A. During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- B. Clean and maintain completed construction as directed by the Project Manager and as frequently as necessary to ensure its integrity and safety through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

- C. Limiting Exposures: Supervise construction activities to ensure that no part of the construction completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where the applicable, such exposures include, but are not limited to, the following:
1. Excessive static or dynamic loading
 2. Excessively high or low temperatures
 3. Excessively high or low humidity
 4. Air contamination or pollution
 5. Water
 6. Solvents
 7. Chemicals
 8. Soiling, staining and corrosion
 9. Rodent and insect infestation
 10. Combustion
 11. Destructive testing
 12. Misalignment
 13. Excessive weathering
 14. Unprotected storage
 15. Improper shipping or handling
 16. Theft
 17. Vandalism

END OF SECTION 01040

SECTION 01045 – CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for cutting and patching.
- B. Refer to other Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
 - 1. Requirements of this Section apply to mechanical and electrical installations. Refer to Division-15 and Division-16 Sections for other requirements and limitations applicable to cutting and patching mechanical and electrical installations.

1.3 SUBMITTALS

- A. Cutting and Patching Proposal: Where approval of procedures for cutting and patching is required before proceeding, submit a proposal describing procedures well in advance of the time cutting and patching will be performed and request approval to proceed. Include the following information, as applicable, in the proposal:
 - 1. Describe the extent of cutting and patching required and how it is to be performed; indicate why it cannot be avoided.
 - 2. Describe anticipated results in terms of changes to existing construction; include changes to structural elements and operating components as well as changes in the building appearance and other significant visual elements.
 - 3. List products to be used and firms or entities that will perform Work.
 - 4. Indicate dates when cutting and patching is to be performed.
 - 5. List utilities that will be disturbed or affected, including those that will be relocated and those that will be temporarily out-of-service. Indicate how long service will be disrupted.
 - 6. Where cutting and patching involves addition of reinforcement to structural elements, submit details and engineering calculations to show how reinforcement is integrated with the original structure.
 - 7. Approval by the Architect to proceed with cutting and patching does not waive the Architect's right to later require complete removal and replacement of a part of the Work found to be unsatisfactory.

1.4 QUALITY ASSURANCE

- A. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would reduce their load carrying capacity or load-deflection ratio.
1. Obtain approval of the cutting and patching proposal before cutting and patching the following structural elements.
 - a. Foundation construction
 - b. Bearing and retaining walls
 - c. Structural concrete
 - d. Structural steel
 - e. Lintels
 - f. Timber and primary wood framing
 - g. Structural decking
 - h. Miscellaneous structural metals
 - i. Stair systems
 - j. Exterior curtain wall construction
 - k. Equipment supports
 - l. Piping, ductwork, vessels and equipment
 - m. Structural systems of special construction in Division 13.
- B. Operational and Safety Limitations: Do not cut and patch operating elements or safety related components in a manner that would result in reducing their capacity to perform as intended, or result in increased maintenance, or decreased operational life or safety. Refer to Divisions 15 and 16 regarding Fire Rated Penetrations.
1. Obtain approval of the cutting and patching proposal before cutting and patching the following operating elements or safety related systems.
 - a. Shoring, bracing and sheeting
 - b. Primary operational systems and equipment
 - c. Air or smoke barriers
 - d. Water, moisture, or vapor barriers
 - e. Membranes and flashings
 - f. Fire protection systems
 - g. Noise and vibration control elements and systems
 - h. Control systems
 - i. Communication systems
 - j. Conveying systems
 - k. Electrical wiring systems
 - l. Special construction specified by Division-13 Sections

- C. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces, in a manner that would, in the Architect's opinion, reduce the building's aesthetic qualities, or result in visual evidence of cutting and patching. Remove and replace work cut and patched in a visually unsatisfactory manner.
1. If possible retain the original installer or fabricator to cut and patch the following categories of exposed work, or if it is not possible to engage the original installer or fabricator, engage another recognized experienced and specialized firm:
 - a. Processed concrete finishes
 - b. Preformed metal panels
 - c. Window wall system
 - d. Stucco and ornamental plaster
 - e. Acoustical ceilings
 - f. Carpeting
 - g. Wall covering
 - h. HVAC enclosures, cabinets or covers
 - i. Roofing systems

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Use materials that are identical to existing materials. If identical materials are not available or cannot be used where exposed surfaces are involved, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect unless otherwise indicated by Architect/Owner. Use materials whose installed performance will equal or surpass that of existing materials.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Before cutting existing surfaces, examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed. Take corrective action before proceeding, if unsafe or unsatisfactory conditions are encountered.
1. Before proceeding, meet at the site with all parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of work to be cut.

- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Project that might be exposed during cutting and patching operations.
- C. Avoid interference with use of adjoining areas and interruption of free passage to adjoining areas.
- D. Take all precautions necessary to avoid cutting existing pipe, conduit or ductwork serving the building, but scheduled to be removed or relocated until provisions have been made to bypass them.

3.3 PERFORMANCE

- A. General: Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
 - 1. Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.
- B. Cutting: Cut existing construction using methods least likely to damage elements to be retained or adjoining construction. Where possible review proposed procedures with the original installer; comply with the original installer's recommendations.
 - 1. In general, where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots neatly to size required with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Cut through concrete and masonry using a cutting machine such as a Carborundum saw or diamond core drill.
 - 4. Comply with requirements of applicable Sections of Division-2 where cutting and patching required excavating and backfilling.
 - 5. By-pass utility services such as pipe or conduit, before cutting, where services are shown or required to be removed. Cap, valve or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and cutting.
- C. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
 - 1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.

2. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
3. Where removal of walls or partitions extends one finished area into another, patch and repair floor and wall surfaces in the new space to provide an even surface of uniform color and appearance. Remove existing floor and wall coverings and replace with new materials if necessary to achieve uniform color and appearance.
 - a. Where patching occurs in a smooth painted surfaces, extend final coat over entire unbroken surfaces containing the patch, after the patched area has received primer and second coat.

3.4 CLEANING

- A. Thoroughly clean areas and spaces where cutting and patching is performed or used as access. Remove completely paint, mortar, oils, putty and items of similar nature. Thoroughly clean piping, conduit and similar features before painting or other finishing is applied. Restore damaged materials to their original condition.

END OF SECTION 01045

SECTION 01095 – REFERENCE STANDARDS AND DEFINITIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. Indicated: The term indicated refers to graphic representations, notes or schedules on the Drawings, or other Paragraphs or Schedules in the Specifications, and similar requirements in the Contract Documents. Where terms such as shown, noted, scheduled and specified are used, it is to help the reader locate the reference; no limitation on location is intended.
- C. Directed: Terms such as directed, requested, authorized, selected, accepted, required, and permitted mean directed by the Project Manager, requested by the Architect/Project Manager and similar phrases.
- D. Approved: This term approved means accepted, where used in conjunction with the Architect's action on the Contractor's submittals, applications, and requests, is limited to the Architect's duties and responsibilities as stated in the Conditions of the Contract.
- E. Regulations: The term Regulations includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. Furnish: The term furnish is used to mean supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. Install: The term install is used to describe operations at project site including the actual unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. Provide: The term provide means to furnish and install, complete and ready for the intended use.

- I. Installer: An Installer is the Contractor or an entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier for performance of a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.
 - 1. The term experienced, when used with the term Installer, means having a minimum of five previous projects similar in size and scope to this Project, being familiar with the special requirements indicated, and having complied with requirements of the authority having jurisdiction.
 - 2. Trades: Use of titles such as carpentry is not intended to imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as carpenter. It also does not imply that requirements specified apply exclusively to trades persons of the corresponding generic name.

- J. Project Site is the space available to the Contractor for performance of construction activities, either exclusively or in conjunction with others performing other work as part of the Project. The extent of the Project Site is shown on the Drawings and may or may not be identical with the description of the land on which the Project is to be built.

- K. Testing Laboratories: A testing laboratory is an independent entity engaged to perform specific inspections or tests, either at the Project sites or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

1.3 SPECIFICATION FORMAT AND CONTENT EXPLANATION

- A. Specification Format: These Specifications are organized into Divisions and Sections based on the Construction Specifications Institute's 16 Division format and MASTER FORMAT numbering system.

- B. Specification Content: This Specification uses certain conventions in the use of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:
 - 1. Abbreviated Language: Language used in Specifications and other Contract Documents is the abbreviated type. Words and meaning shall be interpreted as appropriate. Words that are implied, but not stated shall be interpolated as the sense required. Singular words will be interpreted as plural and plural words interpreted as singular where applicable and the context of the Contract Documents so indicates.
 - 2. Imperative and streamlined language is used generally in the Specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the text, for clarity, subjective language is used to describe responsibilities that must be fulfilled indirectly by the Contractor, or by others when so noted.
 - a. The words, shall be shall be included by inference wherever a colon (:) is used within a sentence or phrase.

1.4 INDUSTRY STANDARDS

- A. Applicability of Standards: Except where the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extend reference. Such standards are made part of the Contract Documents by reference.
- B. Publication Dates: Comply with the standard in effect as of the date of the Contract Documents.
- C. Conflicting Requirements: Where compliances with two or more standards are specified, and the standards may establish different or conflicting requirements for minimum quantities or quality levels. Refer requirements that are different, but apparently equal, and uncertainties to the Architect for a decision before proceeding.
 - 1. Minimum Quantity or Quality Levels: The quantity of quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. In complying with these requirements, indicated numeric values are minimum or maximum, as appropriate for the context of the requirements. Refer uncertainties to the Architect/Owner for a decision before proceeding.
- D. Copies of Standards: Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entity's construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed for performance of a required construction activity. The Contractor shall obtain copies directly from the publication source or any other authorized source.
- E. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. Where such acronyms or abbreviations are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards generating organization, authority having jurisdiction, or other entity applicable to the context of the text provision. See Trade Reference List at the end of this Section refer to the Encyclopedia of Associations, published by Gale Research Co., available in most libraries.

1.5 GOVERNING REGULATIONS/AUTHORITIES

- A. The Architect has contacted authorities having jurisdiction where necessary to obtain information necessary the preparation of Contract Documents. Contact authorities having jurisdiction directly for information and decisions having a bearing on the work.

1.6 SUBMITTALS

- A. Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence, and records established in conjunction with compliance with standards and regulation bearing upon performance of the Work.

1.7 TRADE REFERENCES

Acronyms for abbreviations used in the Specifications or other Contract Documents mean the recognized name of the trade association, standards generating organization, authority that have jurisdiction or other entity applicable to the context of the text provision.

AA	Aluminum Association
AABC	Associated Air Balance Council
AAMA	American Architectural Manufacturer's Association
AAN	American Association of Nurserymen
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACIL	American Council of Independent Laboratories
ACPA	American Concrete Pipe Association
ADC	Air Diffusion Council
AGA	American Gas Association
AHA	American Hardboard Association
AI	Asphalt Institute
AIHA	American Industrial Hygiene Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AMCA	Air Movement and Control Association
ANSI	American National Standards Institute
APA	American Plywood Association

ARI	Air Conditioning and Refrigeration Institute
ASA	Acoustical Society of America
ASC	Adhesive and Sealant Council
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASPE	American Society of Plumbing Engineers
ASSE	American Society of Sanitary Engineers
ASTM	American Society of Testing of Materials
AWI	Architectural Woodwork Institute
AWPB	American Wood Preservers Bureau
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
CISPI	Cast Iron Soil Pipe Institute
CRSI	Concrete Reinforcing Steel Institute
DHI	Door and Hardware Institute
DLPA	Decorative Laminate Products Association
EIMA	Exterior Insulation Manufacturers Association
FGMA	Flat Glass Marketing Association
FM	Factory Mutual Engineering and Research
GA	Gypsum Association
ICBO	International Conference of Building Officials
IEEE	Institute of Electrical and Electronic Engineers
IESNA	Illuminating Engineering Society of North America
MBMA	Metal Building Manufacturer's Association

ML/SFA	Metal Lath/Steel Framing Association
MSS	Manufacturers Standardization Society of the Valve and Fittings Industry
NAAMM	National Association of Architectural Metal Mfgs.
NAPA	National Asphalt Pavement Association
NAPF	National Association of Plastic Fabricators (Now DLPA)
NBHA	National Builder's Hardware Association (Now DHI)
NCMA	National Concrete Masonry Association
NEC	National Electric Code
NECA	National Electric Contractors Association
NEII	National Elevator Industry, Inc.
NFPA	National Fire Protection Association
NHLA	National Hardwood Lumber Association
NPA	National Particle board Association
NPCA	National Paint and Coatings Association
NRCA	National Roofing Contractors Association
NSF	National Sanitation Foundation
NWMA	National Woodwork Manufacturers Association (Now NWWDA)
NWWDA	National Wood Window and Door Association (Formerly NWMA)
PDI	Plumbing and Drainage Institute
RFCI	Resilient Floor Covering Institute
RMA	Rubber Manufacturers Association
SDI	Steel Deck Institute
S.D.I.	Steel Door Institute
SGCC	Safety Glazing Certification Council
SHLMA	Southern Hardwood Lumber Manufacturers Association (Now HMA)

SIGMA	Sealed Insulating Glass Manufacturers Association
SMACNA	Sheet Metal and Air Conditioning Contractor's National Association
SJI	Steel Joist Institute
SPRI	Single Ply Roofing Institute
SSPC	Steel Structures Painting Council
SWI	Steel Window Institute
TCA	Tile Council of America
UL	Underwriters Laboratories
WCMA	Wall Covering Manufacturers Association
WRI	Wire Reinforcement Institute
WSFI	Wood and Synthetic Flooring Institute

1.8 FEDERAL GOVERNMENT AGENCIES

- A. Names and titles of federal government standard or Specification producing agencies are frequently abbreviated. The following acronyms or abbreviations referenced in the Contract Documents indicate names of standard of Specification producing agencies of the federal government. Names and addresses are subject to change but are believed to be, but are not assured to be, accurate and up-to-date as of the date of the Contract Documents.

CE	Corps of Engineers (US Department of the Army) Chief of Engineers – Referral Washington, DC 20314	(202) 272-0660
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CFR	Code of Federal Regulations Available from the Government Printing Office North Capitol St. Between G and H Street, NW Washington, DC 20402	(202) 783-3238
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(MATERIAL IS USUALLY FIRST PUBLISHED IN THE FEDERAL REGISTER)

CPSC	Consumer Product Safety Commission 5401 Westbard Avenue Washington, DC 20816	(800) 638-2772
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CS	Commercial Standard (US Department of Commerce) Government Printing Office Washington, DC 20402	(202) 377-2000
DOC	Department of Commerce 14th Street and Constitution Ave., NW Washington, DC 20230	(202) 377-2000
DOT	Department of Transportation 400 Seventh St., SW Washington, DC 20590	(202) 426-4000
EPA	Environmental Protection Agency 401 M. St., SW Washington, DC 20460	(202) 382-2090
OSHA	Occupational Safety and Health Administration (U.S. Department of Labor) Government Printing Office Washington, DC 20402	(202) 523-7001
PS	Product Standard of NBS (U.S. Department of Commerce) Government Printing Office Washington, DC 20402	(202) 783-3238
USDA	U.S. Department of Agriculture Independence Avenue Between 12th and 14 Street, SW Washington, DC 20250	(202) 447-8732

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01095

SECTION 01200 – PROJECT MEETINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for project meetings including but not limited to:
 - 1. Pre-Construction Conference
 - 2. Pre-Installation Conference
 - 3. Coordination Meetings
 - 4. Progress Meetings
- B. Construction schedules are specified in Section 01300 Submittals.

1.3 PRE-CONSTRUCTION CONFERENCE

- A. Schedule a pre-construction conference and organizational meeting at the project site or other convenient location no later than 20 days after execution of the agreement and prior to commencement of construction activities. Conduct the meeting to review responsibilities and personnel assignments.
- B. Attends: The OWNERS, Representative, the Contractor and its superintendent, major subcontractors, manufacturers, suppliers and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the work.
- C. Agenda: Discuss items of significance that could affect progress including such topics as:
 - 1. Tentative construction schedule
 - 2. Critical Work sequencing and/coordinating
 - 3. Designation of responsible personnel
 - 4. Procedures for processing field decisions and Change Orders
 - 5. Procedures for processing Applications for Payment
 - 6. Distribution of Contract Documents
 - 7. Submittal of Shop Drawings, Product Data and Samples
 - 8. Preparation of record documents
 - 9. Use of the Premises

10. Office, Work and storage areas
11. Equipment deliveries and priorities
12. Safety procedures
13. First aid
14. Security
15. Housekeeping
16. Working hours

D. Contractor must submit at the time of the meeting at least the following items:

1. Schedule of Values
2. Listing of key personnel including project superintendent and subcontractors with their addresses, telephone numbers, and emergency telephone numbers.
3. Preliminary Construction Schedule
4. Submittal Schedule

1.4 PRE-INSTALLATION CONFERENCE

A. Conduct a Pre-installation conference at the site before each construction activity that requires coordination with other construction. The Installer and representatives of manufacturers and fabricators involved in or affected by the installation, and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise at least 48 hours in advance the Project Manager of scheduled meeting dates.

1. Review the progress of other construction activities and preparations for the particular activity under consideration at each pre-installation conference, including requirements for:
 - a. Contract Documents
 - b. Options
 - c. Related Change Orders
 - d. Purchases
 - e. Deliveries
 - f. Shop Drawings, Product Data and Quality Control Samples
 - g. Possible conflicts
 - h. Compatibility problems
 - i. Time schedules
 - j. Weather limitations
 - k. Manufacturer's recommendations
 - l. Comparability of materials
 - m. Acceptability of substrates
 - n. Temporary facilities
 - o. Space and access limitations
 - p. Governing regulations
 - q. Safety

- r. Inspection and testing requirements
 - s. Required performance results
 - t. Recording requirements
 - u. Protection
- 2. Record significant discussions and agreements and disagreements of each conference along with and approved schedule. Distribute the record of the meeting to everyone concerned promptly including the Owner and Architect.
 - 3. Do not proceed if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of Work and reconvene the conference at the earliest feasible date.

1.5 COORDINATION MEETINGS

- A. Conduct project coordination meeting at weekly intervals on day and time as established by the Project Manager or more frequently, if necessary convenient for all parties involved. Project coordination meetings are in addition to specific meetings held for other purposes, such as regular progress meetings and special pre-installation meetings.
- B. Request representation at each meeting by every party currently involved in coordination or planning for the construction activities involved, to include subcontractors and representatives.
- C. Contractor shall record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

1.6 PROGRESS MEETINGS

- A. Conduct progress meetings at the Project site at bimonthly intervals or more frequently if necessary as directed by the Project Manager. Notify the Owner at least 48 hours in advance of scheduled meeting time and dates. Coordinate dates of meetings with preparation of the payment request.
- B. Attendees: In addition to representatives of the Owner and Architect, each subcontractor, supplier or other entity concerned with current progress of involved in planning, coordination or performance of future activities with the project and authorized to conclude matters relating to progress.

- C. Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the current status of the Project.
1. Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time, ahead, or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 2. Review the present and future needs of each entity present, including such items as:
 - a. Interface requirements
 - b. Time
 - c. Sequences
 - d. Deliveries
 - e. Off-site fabrication problems
 - f. Access
 - g. Site utilization
 - h. Temporary facilities and services
 - i. Hours of work
 - j. Hazards and risks
 - k. Housekeeping
 - l. Quality and work standards
 - m. Change Orders
 - n. Documentation of information for payment requests.
- D. Reporting: No later than 3 days after each progress meeting date, distribute copies of minutes of the meeting to each party present and to other parties who should have been present. Include a brief summary, in narrative form, or progress since the previous meeting and report.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01200

SECTION 01300 – SUBMITTALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for submittals required for performance of the Work, including:

- 1. Contractor's Construction Schedule
- 2. Submittal Schedule
- 3. Daily Construction Reports
- 4. Shop Drawings
- 5. Product Data
- 6. Samples

- B. Administrative Submittals: Refer to other Division-1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:

- 1. Permits
- 2. Applications for Payment
- 3. Performance and Payment Bonds
- 4. Insurance Certificates
- 5. List of Subcontractors with start and finish dates (update as necessary)
- 6. Schedule of Values
- 7. Construction Schedule

- C. The Schedule of Values submittal is included in Section 01027 Applications for Payment.

- D. Inspection and test reports are included in Section 01044 Quality Control Services.

1.3 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

- 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.

2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
 - a. The Project Manager reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
 3. Processing: Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for resubmittals.
 - a. Allow two weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Project Manager will promptly advise the Contractor when a submittal being processed must be delayed for coordination.
 - b. If an intermediate submittal is necessary, process the same as the initial submittal.
 - c. Allow two weeks for reprocessing each submittal.
 - d. No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing.
- B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
1. Provide a space approximately 4" x 5" on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
 2. Include the following information on the label for processing and recording action taken.
 - a. Project name
 - b. Date
 - c. Name and address of Architect
 - d. Name and address of Contractor
 - e. Name and address of subcontractor
 - f. Name and address of supplier
 - g. Name of manufacturer
 - h. Number and title of appropriate Specification Section
 - i. Drawing number and detail references, as appropriate.

- C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Project Manager using transmittal form as provided by the Project Manager. Submittals received from sources other than the Contractor will be returned without action.
 - 1. On the transmittal record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including minor variations and limitation. Include Contractor's certification that information complies with Contract Document requirements.
 - 2. Transmittal Form: As provide by the Project Manager
- D. Contractor shall be responsible for cost of re-review of rejected submittals, shop drawing, etc. Costs for re-review shall be reimbursed to the County by deducting the cost from the Contractors monthly progress payments. Costs to be determined by applying the consultants standard billing rates, plus 10% handling by the County.
- E. Substitution request to specified products will be made within 30 days of Notice to Proceed. After the 30 day period, no requests for substitutions from the Contractor will be considered.
 - 1. Substitution submitted within the first 30 days will have product data from specified and requested substitute submitted together and demonstrate better quality, cost savings if of equal quality, or show benefit to the County for accepting the substitute.
- F. Once submittals are approved or approved as noted, they will be scanned and converted to PDF documents with OCR (optical character recognition) and given to the owner.

1.4 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Critical Path Method (CPM) Schedule: Prepare a fully developed, horizontal bar-chart type Contractor's construction schedule. Submit in accordance with Section 01200 Project Meetings.
 - 1. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the work as indicated in the Schedule of Values.
 - 2. Within each time bar, indicate estimated completion percentage in 10 percent increments. As work progresses, place a contrasting mark in each bar to indicate Actual Completion.
 - 3. Prepare the schedule on a sheet, series of sheets, stable transparency, or other reproducible media, of sufficient width to show data for the entire construction period.
 - 4. Secure time commitments for performing critical elements of the work from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the work. Show each activity in proper sequence. Indicate graphically sequences necessary for completion of related portions of the work.

5. Coordinate the Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment request and other schedules.
 6. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for the Architect's procedures necessary for certification of Substantial Completion.
- B. Phasing: Provide notations on the schedule to show how the sequence of the work is affected by requirements for phased completion to permit work by separate Contractors and partial occupancy by the Owner prior to Substantial Completion.
- C. Work Stages: Indicate important stages of construction for each major portion of the work, including testing and installation.
- D. Area Separations: Provide a separate time bar to identify each major construction area for each major portion of the work. Indicate where each element in an area must be sequenced or integrated with other activities.
- E. Cost Correlation: At the head of the schedule, provide a two item cost correlation line, indicating precalculated and actual costs. On the line show dollar-volume of work performed as the dates used for preparation of payment requests.
1. Refer to Section Applications for Payment for cost reporting and payment procedures.
- F. Distribution: Following response to the initial submittal, print and distribute copies to the Architect, Owner, subcontractors, and other parties required to comply with scheduled dates. Post copies in the project meeting room and temporary field office.
1. When revision are made distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- G. Schedule Updating: Revise the schedule monthly or activity, where revisions have been recognized or made. Issue the updated schedule concurrently monthly pay request.

1.5 SUBMITTAL LOG

- A. After development and acceptance of the Contractor's construction schedule, prepare a complete log of submittals.
1. Coordinate submittals log with the list of subcontracts, schedule of values and the list of products as well as the Contractor's construction schedule.
 2. Prepare the log in chronological order; include all submittals required. Provide the following information:
 - a. Scheduled date for the first submittal

- b. Related Section number
 - c. Submittal category
 - d. Name of subcontractor
 - e. Description of the part of the work covered
 - f. Scheduled date for resubmittal
 - g. Scheduled date the Architect's final release or approval.
3. All submittals must be received within the first 25% of contract time.
- B. Distribution: Following response to initial submittal, print and distribute copies to the Project Manager, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the project meeting room and field office.
1. When revision are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- C. Log Updating: Revise the log after each meeting or activity, where revisions have been recognized or made. Issue the updated schedule concurrently with report of each meeting.

1.6 DAILY CONSTRUCTION REPORTS

- A. Prepare a daily construction report, recording the following information concerning events at the site; and submit duplicate copies to the Project Manager at weekly intervals:
1. List of subcontractors at the site
 2. Approximate count of personnel at the site
 3. High and low temperatures, general weather conditions
 4. Accidents and unusual events
 5. Meetings and significant decisions
 6. Stoppages, delays, shortages, losses
 7. Meter readings and similar recordings
 8. Emergency procedures
 9. Orders and requests of governing authorities
 10. Change Orders received, implemented
 11. Services connected, disconnected
 12. Equipment or system tests and start-ups
 13. Partial completions, occupancies
 14. Substantial Completions authorized

1.7 SHOP DRAWINGS

- A. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not considered a Shop Drawings and will be rejected.
- B. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Include the following information:
1. All required dimensions
 2. Identification of products and materials included
 3. Compliance with specified standards
 4. Notation of coordination requirements
 5. Notation of dimensions established by field measurement
 6. Sheet Size: Except for templates, patterns and similar full-size Drawings on sheets at least 8 2" x 11" but no larger than 24" x 36".
 7. Initial Submittal: Submit one correctable translucent reproducible print and one blue-or black-line print for the Project Manager's review; the reproducible print will be returned.
 8. Initial Submittal: Submit 2 blue-or black-line prints for the Architect's review; one will be returned.
 9. Final Submittal: Submit 5 blue-or black-line prints; submit 7 prints where required for maintenance manuals. 3 prints will be retained; the remainder will be returned.
 10. Final Submittal: Submit 3 blue-or black-line prints; submit 5 prints where required for maintenance manuals. 2 prints will be retained; the remainder will be returned.
 - a. One of the prints returned shall be marked-up and maintained as a Record Documents.
 11. Do not use Shop Drawings without an appropriate final stamp indicating action taken in connections with construction.
- C. Coordination drawings are a special type of Shop Drawing that show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or function as intended.
1. Preparation of coordination Drawings is specified in section Project Coordination and may include components previously shown in detail on Shop Drawings or Product Data.
 2. Submit coordination Drawings for integration of different construction elements. Show sequence and relationships of separate components to avoid any conflict including conflicts in use of space.
 3. Contractor is not entitled to additional payments due to lack of compliance with this Section.

1.8 PRODUCT DATA

- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams and performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as A Shop Drawing.
1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
 - a. Manufacturer's printed recommendations
 - b. Compliance with recognized trade association standards
 - c. Compliance with recognized testing agency standards
 - d. Application of testing agency labels and seals
 - e. Notation of dimensions verified by field measurement
 - f. Notation of coordination requirements
 - g. Manufacturer's local representative and phone number.
 2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
 3. Preliminary Submittal: Submit a preliminary single-copy of Product Data where selection of options is required.
 4. Submittals: Submit six (6) copies of each required submittal. The Project Manager will return two (2) sets to the Contractor marked with action taken and corrections or modifications required.
 - a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
 5. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
 - a. Do not proceed with installation until an applicable copy of Product Data applicable is in the Installer's possession.
 - b. Do not permit use of unmarked copies of Product Data in connection with construction.

1.9 SAMPLES

- A. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of materials, color range sets, and swatches showing color, texture and pattern.
1. Mount, display, or package Samples in the manner specified to facilitate review of qualities indicated. Prepare Samples to match the Architect's/Owner's Sample. Include the following:
 - a. Generic description of the Sample
 - b. Sample source
 - c. Product name or name of manufacturer
 - d. Compliance with recognized standards
 - e. Availability and delivery time
 2. Submit Samples for review of kind, color, pattern, and texture, for a final check of these characteristics with other elements, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
 - a. Where variation in color, pattern, texture or other characteristics are inherent in the material or product represented, submit multiple units (not less than 3), that show approximate limits of the variations.
 - b. Refer to other Specification Sections for requirements for
 - c. Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation and similar construction characteristics.
 3. Preliminary submittals: Where Samples are for selection of color, pattern, texture or similar characteristics from a range of standard choices, submit a full set of choices for the material or product.
 - a. Preliminary submittals will be reviewed and returned with the Architects/Owners mark indicating selection and other action.
 4. Submittals: Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation and similar characteristics, submit 3 sets; one will be returned marked with the action taken.
 5. Maintain sets of Samples, as returned, at the project site, for quality comparisons throughout the course of construction.
 - a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
 - b. Sample sets may be used to obtain final acceptance of the construction associated with each set.

- B. Distribution of Samples: Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work. Show distribution on transmittal forms.
 - 1. Field Samples specified in individual sections are special types of Samples. Field Samples are full-size examples erected on site to illustrate finishes, coatings, or finish materials and to establish the standard by which the work will be judged.
 - a. Comply with submittal requirements. Process transmittal forms to provide a record of activity.

1.10 ARCHITECT'S ACTION

- A. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Architect/Project Manager will review each submittal, mark to indicate action taken, and return promptly.
 - 1. Compliance with specified characteristics is the Contractor's responsibility.
- B. Action Stamp: The Architect/Project Manager will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, similarly as follows, to indicate the action taken:
 - 1. Final Unrestricted Release: Where submittals are marked "No Exceptions Taken", that part of the work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.
 - 2. Final-But-Restricted Release: When submittals are marked "Made Corrections Noted", that part of the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.
 - 3. Returned for Resubmittal: When submittal is marked "Revise and Resubmit, do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
 - a. Do not permit submittals marked "Revise and Resubmit" to be used at the Project site, or elsewhere where work is in progress.
 - 4. Rejected: Submittal does not comply with requirements of the Contract Documents. Submittal must be discarded and entirely new submittal shall be forward to the Project Manager without delay.

ORANGE COUNTY
BITHLO NCF

SUBMITTALS
SECTION 01300

PART 2 - RODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01300

SECTION 01400 – QUALITY CONTROL SERVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for quality control services.
- B. Quality control services include inspections and tests and related actions including reports, performed by independent agencies, governing authorities, and the Contractor. They do not include Contract enforcement activities performed by the Architect.
- C. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve the Contractor of responsibility for compliance with Contract Document requirements.
- D. Requirements of this Section relate to customized fabrication and installation procedures, not production of standard products.
 - 1. Specific quality control requirements for individual construction activities are specified in the Sections that specify those activities. Those requirements, including inspections and test, cover production of standard products as well as customized fabrication and installation procedures.
 - 2. Inspection, test and related actions specified are not intended to limit the Contractor's quality control procedures that facilitates compliance with Contract Document requirements.
 - 3. Requirements for the Contractor to provide quality control services required by the Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

1.3 GENERAL QUALITY CONTROL

- A. The Contractor shall be responsible for maintaining and ensuring quality control over subcontractors, suppliers, manufacturers, materials, equipment, products, services, site conditions and workmanship to product work of specified quality. The completed work shall be of high quality throughout.

1.4 WORKMANSHIP

- A. Comply with well-known standards recognized by each trade except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.
- B. Perform work by persons qualified to produce workmanship of specified quality. Said qualifications shall be determined by well-known standards recognized by the trade for each respective portion of contract work.
- C. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration and racking.

1.5 MANUFACTURER'S INSTRUCTIONS

- A. Comply with instructions in full detail, including each step in sequence.
- B. Should instructions conflict with Contract Documents, request clarification from Architect before proceeding.

1.6 MANUFACTURER'S CERTIFICATES

- A. When required by individual Specifications Section, submit manufacturer's certificate and supporting documentation, in duplicate, that products meet or exceed specified requirements.
- B. ASBESTOS FREE MATERIALS - Manufacturer and/or supplier shall provide a written and notarized statement on manufacturer's company letterhead to certify and warrant that product(s) utilized on project are asbestos free.

1.7 MOCKUPS

- A. When required by individual Specifications Section, erect complete, full scale mockup of assembly at Project Site.

1.8 MANUFACTURER'S FIELD SERVICES

- A. When specified in respective Specification Sections, require supplier and/or manufacturer to provide qualified personnel to observe field conditions, conditions of surfaces and installation, quality of workmanship, test, adjust and balance of equipment as applicable and to make appropriate recommendations.
- B. Representative shall submit written report to Owner listing observations, recommendations, and certifying full conformance and compliance with manufacturer's standards or requirements.

1.9 TESTING LABORATORY SERVICES

- A. The County shall employ and pay for services of an Independent Testing Laboratory to perform inspections, tests for construction materials (soils, concrete) and threshold inspections.
- B. Services will be performed in accordance with requirements of governing authorities and with specified standards.
- C. Reports will be submitted to the County, Contractor and Architect giving observations and results of tests, indicating compliance or noncompliance with specified standards and with Contract Documents.
- D. Contractor shall cooperate with testing laboratory personnel; furnish tools, samples of materials, design, mix equipment, storage and assistance as requested.
 - 1. The contractor shall be responsible for notifying the testing laboratory at least 24 hours prior to expected time for operations requiring testing services. Longer length of notice to testing laboratory shall be provided by Contractor when required by the testing laboratory to ensure the timely scheduling and performance of all tests required.
 - 2. The Contractor is responsible for obtaining and paying tests including but not limited to test and balance, portable water bacteriological tests and test required in Divisions 7 through 16.
- E. The costs of any tests which fail will be paid for by the Contractor. The amount to be reimbursed to the County by the Contractor, will be the amount invoiced to the County by the testing laboratory in accordance with the testing services fees set forth in its contract with the County.

1.10 TEMPERATURE/HUMIDITY LOG

- A. The Contractor shall be responsible for preparing rain, temperature and humidity measuring devices at the project site and maintaining a log of temperature and humidity measurements.
- B. Said log shall contain a daily record of exterior temperature, rainfall amount and humidity conditions and where environmental conditions are specified in individual sections, a daily record of the temperature and humidity conditions where the work of those sections is stored and installed.
- C. The Temperature/Humidity Log shall be available to the Project Manager as part of the Contract Documents.

1.11 RESPONSIBILITIES

- A. The Owner shall provide inspections, tests and similar quality control services, specified in individual Specification Sections and these services include those specified to be performed by an independent agency and not by the Contractor.
- B. The Contractor shall cover all costs of tests or inspections to evaluate means and methods of installation performed as a substitution and not as originally specified.
 - 1. Re-testing: The Contractor is responsible for re-testing where results of required inspections, test or similar services prove unsatisfactory and do not indicate compliance with Contract Documents requirements, regardless of whether the original test was the Contractor's responsibility.
 - a. Cost of re-testing construction revised or replaced by the Contractor is the Contractor's responsibility, where required tests were performed on original construction.
 - 2. Associated Services: The Contractor shall cooperate with agencies performing required inspections, tests and similar services and provide reasonable auxiliary services as requested. Notify the agency sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required include, but are not limited to:
 - a. Providing access to the work and furnishing incidental labor and facilities necessary to facilitate inspections and tests.
 - b. Taking adequate quantities of representatives' samples of materials that require testing or assisting the agency in taking samples.
 - c. Providing facilities for storage and curing the test samples.
 - d. Providing the agency with a preliminary design mix proposed for use for materials mixes that require control by the testing agency.
 - e. Security and protection of samples and test equipment at the Project site.
- C. Duties of the Testing Agency: The independent testing agency engages to perform inspections, sampling and testing of materials and construction specified in individual Specification Sections shall cooperate with Architect and Contractor in performance of its duties, and shall provide qualified personnel to perform required inspections and tests.
 - 1. The agency shall notify the Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 - 2. The agency is not authorized to release, revoke, alter or enlarge requirements of the Contract Documents, or approve or accept any portion of the Work.
 - 3. The agency shall not perform any duties of the Contractor.

- D. Coordination: The Contractor and each agency engaged to perform inspection, tests and similar services shall coordinate the sequence of activities to accommodate required services with a minimum of delay. In addition, the Contractor and each agency shall coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.
 - 1. The Contractor is responsible for scheduling times for inspections, tests, taking samples and similar activities.

1.12 SUBMITTALS

- A. Qualification for Service Agencies: Engage inspection and testing service agencies, including independent testing laboratories, which are pre-qualified as complying with Recommended Requirements for Independent Laboratory qualification by the American Council of Independent Laboratories, and which specialize in the types of inspections and tests to be performed.
 - 1. Each independent inspection and testing agency engaged on the Project shall be authorized by authorities having jurisdiction to operate in the State in which the Project is located.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. General: Upon completion of inspection, testing, sample-taking and similar services, repair damaged construction and restore substrates and finishes to eliminate deficiencies, including deficiencies in visual qualities of exposed finishes. Comply with Contract Document requirements for Cutting and Patching.
- B. Protect construction exposed by or for quality control service activities, and protect and repaired construction.
- C. Repair and protection in the Contractor's responsibility regardless of the assignment of responsibility for inspection, testing or similar services.

END OF SECTION 01400

SECTION 01410 – TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Selection and payment
- B. Contractor Submittals
- C. Laboratory responsibilities
- D. Laboratory reports
- E. Limits on testing laboratory authority
- F. Contractor responsibilities
- G. Schedule of inspections and tests

1.2 RELATED SECTIONS

- A. Information Available to bidders: Soil Investigation Data.
- B. General Conditions: Inspections, testing, and approvals required by public authorities.
- C. Individual Specification Sections: Inspections and tests required, and standards for testing.

1.3 REFERENCES

- A. ANSI/ASTM D3740 or as required in Specifications Divisions 2-16 - Practice for Evaluation of Agencies Engages in testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
- B. ANSI/ASTM E329 or as required in Specifications Divisions 2-16 - Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as Used in Construction.

1.4 SELECTION AND PAYMENT

- A. Owner will employ and pay for services of an independent testing laboratory to perform specified inspection and testing.
- B. Employment of testing laboratory shall in no way relieve Contractor of obligation to perform work in accordance with requirements of Contract Documents.

1.5 QUALITY ASSURANCE

- A. Comply with requirements of ANSI/ASTM E329 and ANSI/ASTM D3740
- B. Laboratory: Authorized to operate in state in which Project is located.
- C. Laboratory Staff: Maintain a full time registered Engineer on staff to review services.
- D. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to either National Bureau of Standards (NBS) Standards or accepted values of natural physical constants.

1.6 CONTRACTOR SUBMITTALS

NOT USED

1.7 LABORATORY RESPONSIBILITIES

- A. Test samples of mixes
- B. Provide qualified personnel at site when required. Cooperate with Orange County and Contractor in performance of services.
- C. Perform specified inspection, sampling, and testing of Products in accordance with specified standards.
- D. Ascertain compliance of materials and mixes with requirements of Contract Documents.
- E. Promptly notify Orange County and Contractor of observed irregularities or non-conformance of Work or Products.
- F. Perform additional inspections and test required by Orange County.
- G. Attend preconstruction conferences and progress meetings.

1.8 LABORATORY REPORTS

- A. After each inspection and test, promptly submit four copies of laboratory report to Orange County, and to Contractor.
- B. Include:
 - 1. Date issued
 - 2. Project title and number
 - 3. Name of inspector
 - 4. Data and time of sampling or inspection

5. Identification of product and Specifications Section
6. Location in the Project
7. Type of inspection or test
8. Date of test
9. Results of tests
10. Conformance with Contract Documents

C. When requested by Orange County, provide interpretation of test results.

1.9 LIMITS ON TESTING LABORATORY AUTHORITY

- A. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
- B. Laboratory may not approve or accept any portion of the work.
- C. Laboratory may not assume any duties of Contractor
- D. Laboratory has no authority to stop the work.

1.10 CONTRACTOR RESPONSIBILITIES

- A. Cooperate with laboratory personnel, and provide access to the work.
- B. Provide incidental labor and facilities to provide access to work to be tested, to obtain and handle samples at the site or at source of products to be tested, to facilitate tests and inspections, storage and curing of test samples.
- C. Notify Orange County and laboratory 24 hours prior to expected time for operations requiring inspection and testing services.
- D. Arrange with laboratory and pay for additional samples and tests required by Contractor beyond specified requirements.

1.11 SCHEDULE OF INSPECTIONS AND TESTS

- A. Section 02223 - Backfilling: Requirements for sampling and testing backfilled materials.
- B. Testing required:
 1. Modified proctor maximum density determination tests for each soil type.
 2. Field in-place density tests at intervals not to exceed 300 ft. on sub- base and base material.
 3. Thickness test for asphaltic concrete surfacing and concrete parking. Cores shall be taken at a maximum of 250 ft. The minimum thickness allowed shall be 1/4" less than the required average thickness.

4. Extraction stability and gradation of combine aggregate - one test per 500 tons or part with minimum of one per day. Bitumen content, stability and gradation of aggregate to conform to intent of job mix formula.
5. Provide concrete mix designs as required under Specifications Sections 02520 and 03000.
6. Strength test for each 50 cubic yard of concrete placed.

END OF SECTION 01410

SECTION 01500 – TEMPORARY FACILITIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies requirements for temporary services and facilities, including utilities, construction and support facilities, security and protection.

- B. Temporary utilities required include but are not limited to:

- 1. Water service and distribution
- 2. Temporary electric power and light
- 3. Telephone service
- 4. Sanitary facilities

- C. Temporary construction and support facilities required include but are not limited to:

- 1. Temporary heat and ventilation as required to facilitate construction process and personnel.
- 2. Field office and storage sheds.
- 3. Sanitary facilities, including drinking water.
- 4. Temporary enclosures.
- 5. Hoists and temporary elevator use.
- 6. Temporary project identification signs and bulletin boards
- 7. Waste disposal services.
- 8. Rodent and pest control
- 9. Construction aids and miscellaneous services and facilities.

- D. Security and protection facilities required include but are not limited to:

- 1. Temporary fire protections
- 2. Barricades, warning signs, lights
- 3. Sidewalk bridge or enclosure fence for the site.
- 4. Environmental protection
- 5. Fencing

6. Barriers
 - a. Contractor shall be responsible for providing a temporary 6' high chain link construction fence around the entire perimeter of the construction site. Fence shall be removed upon completion of the job. Limits of construction fence indicate on the site plan drawings.
 - b. Contractor shall be responsible for providing security measures as required to prevent public entry to construction areas and adjacent properties from damage from construction operations.
 - c. Contractor shall be responsible for providing a protective barrier around trees and plants designated to remain as indicated in plans. Project against vehicular traffic, stored materials, dumping, chemically injurious materials and puddling or continuous running water.

7. Enclosures
 - a. Provide temporary weather-tight closures of openings in exterior surfaces to provide acceptable working conditions and protection for materials, in allow for temporary heating, and to prevent entry of unauthorized persons. Provide temporary doors with self-closing hardware and locks.

8. Protection of Installed Work
 - a. Provide temporary protection for installed products. Control work and traffic in immediate area to avoid damage.
 - b. Provide protective coverings at walls, projections, jambs, sills and soffits of openings. Provide barriers or coverings to protect roof and finished floors and stairs from work and traffic, movement of heavy objects and storage.
 - c. Prohibit work, traffic and storage on waterproofed and roofed surfaces, and on lawn and landscaped areas that is not a part of the work for those surfaces and areas.

9. Security and Maintenance
 - a. Vehicular and pedestrian gates, when indicated or required, shall be securely locked at all times when no work is in progress and when not required for construction activities. During all work hours, gates which must be open shall be continuously monitored by the contractor to prevent unauthorized personnel or vehicles from entering the construction site.
 - b. Fencing shall be as specified in 1.02 D above and shall prevent pedestrian travel through the site for any reason.
 - c. Temporary fencing shall be removed only for construction reasons. If temporary fencing removal is required for non- construction reasons, fencing shall be immediately replaced and secured as soon as the activity for which its removal was required is completed, or if the activity cannot be completely by the end of the work day, temporary security measures shall be taken by the Contractor to ensure that there is no breach of security even during off-work periods.

- d. No Trespassing□ and similar signs shall be posted at gates and along fencing adjacent to public areas to inform non- construction personnel of the reason for the fence and potential hazards of entering the construction site. Said signs shall be of a size and spacing to be legible from any point along the entire perimeter of the construction site.

1.3 SUBMITTALS

- A. Temporary Utilities: Submit reports of tests, inspections, meter readings and similar procedures performed on temporary utilities.

1.4 QUALITY ASSURANCE

- A. Regulations: Comply with industry standards and applicable laws and regulations if authorities having jurisdiction, including but to limited to:
 - 1. Building Code requirements
 - 2. Health and safety regulations
 - 3. Utility company regulations
 - 4. Police, Fire Department and Rescue Squad rules
 - 5. Environmental Protection regulations
- B. Standards: Comply with NFPA Code 241, Building Construction and Demolition Operation≡, ANSI-A10 Series standards for ASafety Requirements for Construction and Demolition, and NECA Electrical Design Library ATemporary Electrical Facilities.
 - 1. Refer to AGuidelines for Bid Conditions for Temporary Job Utilities and Services, prepared jointly by AGC and ASC, for industry recommendations.
 - 2. Electrical Services: Comply with NEMA, NECA and UL standards and regulations for temporary electric service. Install service in compliance with National Electric Code (NFPA 70).
- C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

1.5 PROJECT CONDITIONS

- A. Temporary Utilities: Prepare a schedule indicating dates for implementation and termination of each temporary utility. At the earliest feasible time, when acceptable to the Owner, change over from use of temporary service to use for the permanent service.
- B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities, nor permit them to interfere with progress. Do not allow hazardous dangerous, unsanitary conditions, nor public nuisances to develop or persist on the site.

- C. Water Control: Grade site to drain. Maintain excavations free of water. Provide and operate pumping equipment if necessary. Provide silt barriers required by the Florida Department of Transportation St. Johns and any other authority having jurisdiction over the Project.
- D. Cleaning During Construction: Control accumulation of waste materials and rubbish so as to maintain a neat, clean and orderly and safe project; periodically dispose of off-site as needed.
 - 1. Clean interior areas prior to start of finish work, maintain areas free of dust and other contaminants during finishing operations.
- E. Project Identification: Provide a sign as outlined in SECTION 01580 PROJECT SIGN. Locate to provide an unobstructed view from adjoining roadway. Remove project sign upon final completion acceptance.
- F. Field Office and Sheds: Office: Weather-tight with lighting, electrical outlets, heating, cooling, and ventilating equipment, and equipped with furniture.
 - 1. Storage Sheds for Tools, Materials, and Equipment: Weather-tight with adequate space for organized storage and access, and lighting for inspection of stored materials.
 - 2. Contractor provide 10 x 8 minimum size office with plan table, telephone, heat, a/c for projects exceeding 10,000 sq. ft. building area.
- G. Protection of Adjacent Properties: Locate on site construction operations that will generate noise and/or dust as far as practical from occupied structures on adjacent properties so as to minimize disturbances to the occupants of these structures or properties.
 - 1. Prevent dust or other contaminants caused by construction operations for this Project from being carried to adjacent properties by installation of protective barriers and/or suspension of construction operations during high winds.
 - 2. Dispose of all construction debris which may be carried to adjacent properties by winds. Remove debris daily and/or more often as required to prevent contamination of adjacent properties.
- H. Removal: Remove temporary materials, equipment and construction facilities prior to Substantial Completion inspection.
 - 1. Remove temporary utility services prior to Final Completion Inspection.
 - 2. Clean and repair damage caused by installation or use of temporary facilities. Remove underground installations; grade and complete all work on site as indicated.

3. Conversion to Public Utilities: General Contractor is to coordinate and arrange with the appropriate utility service providing agencies and make arrangements for the installation and connection to final utilities prior to Final Completion inspection.
4. General Contractor shall provide any and all coordination, scheduling and layouts as may be required by the service utilities.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. General: Provide new materials; of acceptable to the Project Manager, undamaged previously used materials in serviceable condition maybe used. Provide materials suitable for the use intended.
- B. Lumber and Plywood: Comply with requirements in Division 6 Section ROUGH CARPENTRY.
 1. For job-built temporary offices, shops and sheds within the construction area, provide UL labeled, fire treated lumber and plywood for framing, sheathing and siding.
 2. For signs and directory boards, provide exterior type, Grade B-B High Density Concrete Form Overlay Plywood conforming to PS-1 of sizes and thickness indicated.
 3. For fences and vision barriers, provide exterior type, minimum 3/8" thick plywood.
 4. For safety barriers, sidewalk bridges and similar uses, provide minimum 5/8" thick exterior plywood.
- C. Paint: Comply with requirements of Division 9 Section Finish Painting.
 1. For job-built temporary offices, shops, sheds, fences and other exposed lumber and plywood, provide exterior grade acrylic-latex emulsion over exterior primer.
 2. For sign panels and applying graphics, provide exterior grade alkyd gloss enamel over exterior primer.
 3. For interior walls of temporary offices, provide two coats interior latex flat wall paint.
- D. Tarpaulins: Provide waterproof, fire-resistant, UL labeled tarpaulins with flame-spread rating of 15 or less. For temporary enclosure provide translucent nylon reinforced laminated polyethylene or polyvinyl chloride fire retardant tarpaulins.
- E. Water: Provide portable water approved by local health authorities.
- F. Open-Mesh Fencing: Provide 11-gage, galvanized 2-inch, chain link fabric fencing 6-feet high with galvanized barbed wire top strand and galvanized steel pipe post, 1 2" I.D. for line posts and 2 2 I.D. for corner posts.

2.2 EQUIPMENT

- A. General: Provide new equipment: if acceptable to the Project Manager, undamaged, previously used equipment in serviceable condition may be used. Provide equipment suitable for use intended.
- B. Water Hoses: Provide 3/4" heavy-duty, abrasion-resistant, flexible rubber hoses 100 ft. Long, with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shut-off nozzles at hose discharge.
- C. Electrical Outlets: Provide properly configured NEMA polarized outlets to prevent insertion of 110-120 volt plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset bottom and pilot light, for connection of power tools and equipment.
- D. Electrical Power Cords: Provide grounded extension cords; use hard-service cords where exposed to abrasion and traffic. Provide water proof connectors to connect separate lengths of electric cords, if single lengths will not reach areas where construction activities are in progress.
- E. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered glass enclosures, where exposed to breakage. Provide exterior fixtures where exposed to moisture.
- F. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM or another recognized trade association related to the type of fuel being consumed.
- G. Temporary Offices: Provide prefabricated or mobile units or similar job-built construction with lockage entrances, operable windows and serviceable finished. Provide heated and air-conditioned units on foundations adequate for normal loading.
- H. Temporary Toilet Units: Provide self-contained single-occupant toilet units of the chemical, aerated recirculation, or combustion type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar nonabsorbent material.
- I. First Aid Supplies: Comply with governing OSHA and any other regulations.
- J. Fire Extinguishers: Provide hand-carried, portable UL-rated, class AA fire extinguishers for temporary offices and similar spaces. In other locations provide hand-carried, portable UL-rated, class AABC dry chemical extinguishers, or a combination of extinguishers of NEPA recommended classes for the exposures.
 - 1. Comply with NFPA 10 and 241 for classification, extinguishing agent and size required by location and class of fire exposure.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the project adequately and result in minimum interference with performance of the work. Relocate and modify facilities as required.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed, or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Engage the appropriate local utility company to install temporary service or connect to existing service. Where the company provides only part of the service, provide the remainder with matching, compatible materials and equipment; comply with the company's recommendations.
 - 1. Arrange with the company and existing users for a time when service can be interrupted, where necessary, to make connections for temporary services.
 - 2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.
 - 3. Obtain easements to bring temporary utilities to the site, where the Owner's easements cannot be used for that purpose.
 - 4. Use Charges: Cost of use charges for temporary facilities are not chargeable to the Owner or Architect, and will not be acceptable as a basis of claims for a Change Order.
- B. Water Service: Install water service and distribution piping of sized and pressures adequate for construction until permanent water service is in use.
- C. Temporary Electric Power Service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload protected disconnects, automatic ground-fault interrupters and main distribution switch gear.
- D. Temporary Lighting: Whenever overhead floor or roof deck has been installed, provide temporary lighting with local switching.
 - 1. Install and operate temporary lighting that will fulfill security and protection requirements, without operating the entire system, and will provide adequate illumination for construction operations and traffic conditions.

- E. Temporary Telephones: Provide temporary telephone service for all personnel engaged in construction activities, throughout the construction period. Install telephone on a separate line for each temporary office and first aid station. Where an office has more than two occupants, install a telephone for each additional occupant or pair of occupants.
 - 1. At each telephone, post a list of important telephone numbers.
- F. Sewers and Drainage: If sewers are available, provide temporary connections to remove effluent that can be discharged lawfully. If sewers are not available or cannot be used, provide drainage ditches, dry wells, stabilization ponds and similar facilities. If neither sewers nor drainage facilities can be lawfully used for discharge or effluent, provide containers to remove and dispose of effluent off the site in a lawful manner.
 - 1. Filter out excessive amounts of soil, construction debris, chemicals, oils and similar contaminants that might clog sewers or pollute waterways before discharge.
- G. Provide earthen embankments and similar barriers in and around excavations and subgrade construction, sufficient to prevent flooding by run-off of storm water from heavy rains.

3.3 TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES INSTALLATION

- A. Locate field offices, storage sheds, sanitary facilities and other temporary construction and support facilities for easy access.
 - 1. Maintain temporary construction and support facilities until Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.
- B. Provide incombustible construction for offices, shops and sheds located within the construction area or within 30 feet of building lines. Comply with requirements of NFPA 241.
- C. Temporary Heat: Provide temporary heat required by construction activities, for curing or drying of completed installations or protection of installed construction from adverse effects of low temperatures or high humidity. Select safe equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce the ambient condition required and minimize consumption of energy.
- D. Heating Facilities: Except where use of the permanent system is authorized, provide electric vented self-contained LP gas or fuel oil heaters with individual thermostatic control.
 - 1. Use of gasoline-burning space heaters, open flame, or salamander type heating units is prohibited.

- E. Storage and Fabrication Sheds: Install storage and fabrication sheds, sized, furnished and equipped to accommodate materials and equipment involved, including temporary utility service. Sheds maybe open shelters or fully enclosed spaces with the building or elsewhere on the site.
- F. Temporary Paving: Construct and maintain temporary roads and paving to support the indicated loading and to withstand exposure to traffic during the construction period. Locate temporary paving the roads, storage areas and parking where the same permanent facilities will be located. Review proposed modifications to permanent paving with the Architect.
 - 1. Paving: Comply with Division 2 Section Asphalt Concrete Paving for construction and maintenance of temporary paving.
 - 2. Coordinate temporary paving development with subgrade grading, compaction, installation and stabilization of sub-base, and installation of base and finish courses of permanent pavings.
 - 3. Install temporary paving to minimize the need to rework the installations and to result in permanent reads and paved areas that are without damage or deterioration when occupied by the Owner.
 - 4. Delay installation of the final course of permanent asphalt concrete paving until immediately before Substantial Completion. Coordinate with either conditions to avoid unsatisfactory results.
 - 5. Extend temporary paving in and around the construction area as necessary to accommodate delivery and storage of materials, equipment usage, administration and supervision.
- G. Sanitary facilities include temporary toilets, wash facilities and drinking water fixtures. Comply with regulations and health codes for the type, number, location, operation and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs.
 - 1. Provide toilet tissue, paper towels, paper cups and similar disposable materials for each facility. Provide covered waste containers for used material.
- H. Toilets: Install self-contained toilet units. Shield toilets to ensure privacy. Use of pit-type privies will not be permitted. Provide one toilet for each 15 workers on site and have serviced weekly as a minimum.
- I. Wash Facilities: Install wash facilities supplied with portable water at convenient locations for personnel involved in handling materials that require wash-up for a healthy and sanitary condition. Dispose of drainage properly. Supply cleaning compounds appropriate for each condition.
 - 1. Provide safety showers, eye-wash fountains and similar facilities for convenience, safety and sanitation of personnel.
- J. Drinking Water Fixtures: Provide drinking water fountains including paper supply.

- K. Drinking Water Fixtures: Provide drinking water fountains including paper supply.
1. Where power is accessible, provide electric water coolers to maintain dispensed water temperature at 45 to 55 degree F (7 to 13 degree C).
- L. Dewatering Facilities and Drains: For temporary drainage and dewatering facilities and operations not directly associated with construction activities included under individual Sections, comply with dewatering requirements of applicable Division 2 Sections. Where feasible, utilize the same facilities. Maintain the site, excavations and construction free of water.
- M. Temporary Enclosures: Provide temporary enclosure for protection of construction in progress and completed, from exposure, foul weather, other construction operations and similar activities.
1. Where heat is needed and the permanent building enclosure is not complete, provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
 2. Install tarpaulins securely, with incombustible wood framing and other materials. Close openings of 25 square feet or less with plywood or similar materials.
 3. Close openings through floor or roof decks and horizontal surfaces with load-bearing wood-framed construction.
 4. Where temporary wood or plywood enclosure exceeds 100 square feet in area, use UL-labeled fire-retardant treated material for framing and main sheathing.
- N. Temporary Lifts and Hoist: Provide facilities for hoisting materials and employees. Truck cranes and similar devices used for hoisting material are considered tools and equipment and not temporary facilities.
- O. Temporary Elevator Use: Refer to Division 14 ELEVATOR Sections.
- P. Project Identification and Temporary Signs: Prepare project identification and other signs of the size indicated install signs where indicated to inform the public and persons seeking entrance to the Project. Support on posts or framing of preservative treated wood or steel. Do not permit installation of unauthorized signs.
1. Project Identification Signs: Engage an experienced sign painter to apply graphics. Comply with details indicated.
 2. Temporary Signs: Prepare signs to provide directional information to construction personnel and visitors.
- Q. Temporary Exterior Lighting: Maintain exterior yard and sign lights so that signs are visible when work is being performed.

- R. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to raise above 80 degree F (27 degree). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of materials in a lawful manner.
- S. Rodent and Pest Control: Before foundation work has been completed, retain a local exterminator or pest control company to recommend practices to minimize attraction and harboring of rodents, roaches and other pests. Employ this service to perform extermination and control procedures at regular intervals so the project will be relatively free of pests and their residues at Substantial Completion. Perform control operations in a lawful manner using environmentally safe materials.

3.4 SECURITY AND PROTECTIONS FACILITIES INSTALLATION

- A. Except for use of permanent fire protection as soon as available do not change over from use of temporary security and protection facilities to permanent facilities until Substantial Completion, or longer as requested by the Project Manager.
- B. Temporary Fire Protection: Until fire protection needs are supplied by permanent facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10 Standard for Portable Fire Extinguishers, and NFPA 141 Standard for Safeguarding Construction, Alternations and Demolition Operations.
 - 1. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.
 - 2. Store combustible materials in containers in fire-safe locations.
 - 3. Maintain unobstructed access in fire extinguishers, fire hydrants, temporary fire protection facilities, stairways and other access routes for fighting fires. Prohibit smoking in hazardous fire exposure areas.
 - 4. Provide supervision of welding operations, combustion type temporary heating units, and similar sources of fire ignition.
- C. Permanent Fire Protection: At the earliest feasible date in each area of the Project, complete installation of the permanent fire protection facility, including connected services, and place into operation and use. Instruct key personnel on use of facilities.
- D. Barricades, Warning Signs and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting including flashing red or amber lights.

- E. Enclosure Fence: When excavation begins, install an enclosure fence with lockable entrance gates. Locate where indicated, or enclose the entire site or the portion determined sufficient to accommodate construction operations. Install in a manner that will prevent people, dogs and other animals from easily entering the site, except by the entrance gates.
 - 1. Provide open-mesh, chain-link fencing with posts set in a compacted mixture of gravel and earth.
- F. Security Enclosure and Lockup: Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft and similar violations of security.
 - 1. Storage: Where materials and equipment must be stored, and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of materials to minimize the opportunity for theft and vandalism.
- G. Environmental Protection: Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possible that air, waterways and sub-soil might be contaminated or polluted, or that other undesirable effects might result. Avoid use of tools and equipment which product harmful poise. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons or firms near the site.

3.5 OPERATION, TERMINATION AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. Maintenance: Maintain facilities in good operating condition until removal.
- C. Protect from damage by freezing temperatures and similar elements.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation and similar facilities on a 24 hour day basis where required to achieve indicated results and to avoid possibility of damage.
 - 2. Protection: Prevent water filled piping from freezing. Maintain makers for underground lines. Protect from damage during excavation operations.

- D. Termination and Removal: Unless the Architect requests that it be maintained longer, remove each temporary facility when the need has ended, or when replaced by authorized use of a permanent facility, or no later than substantial completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged work, clean exposed surfaces and replace construction that cannot be satisfactorily repaired.
1. Materials and facilities that constitute temporary facilities are property of the Contractor. The Owner reserves the right to take possession of Project identification signs.
 2. Remove temporary paving that is not intended for or acceptable for integration into permanent paving. Where the area is intended for landscape development, remove soil and aggregate fill that does not comply with requirements for fill or subsoil in the area. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances which might impair growth of plant materials or lawns. Repair or replace street pavings, curbs and sidewalks at the temporary entrances, as required by the governing authority.
 3. At Substantial Completion, clean and renovate permanent facilities that have been used during the construction period, including but not limited to:
 - a. Replace air filters and clean inside of ductwork and housings.
 - b. Replace significantly worn parts and parts that have been subject to unusual operating conditions.
 - c. Replace lamps that are burned out or noticeably dimmed by substantial hours of use as noted by the Owner's representative.

END OF SECTION 01500

SECTION 01576 – MAINTENANCE OF TRAFFIC

PART 1 - GENERAL

1.1 DEFINITION

- A. The term, maintenance of traffic, as used herein, includes all facilities, devices and operations required for the safety and convenience of the public during length of the project.

1.2 RELATED WORK

- A. Drawings and general provisions of the Contract in the general and supplemental conditions.

1.3 RESPONSIBILITY

- A. Responsibility for maintenance of traffic begins on the first day of work. Provide for normal access to residences and businesses along, or adjacent to the project.

1.4 REFERENCES

- A. All signs, barricades and road offset dimensions shall be in accordance with the Florida D.O.T. Manual of Traffic Control and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations.
- B. Maintenance of traffic activities are subject to the approval of the Florida Department of Transportation, and or Orange County Department of Traffic Engineering, unless Project is located within a City's jurisdiction.

1.5 LIABILITY

- A. Requirements, procedures and references made herein shall in no way act as a waiver of liability for contractor and its surety.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 MAINTENANCE OF ROADWAY SURFACES

- A. Maintain all lanes being used for maintenance of traffic to ensure a substantial, smooth and safe riding surface under all weather conditions.

3.2 MAINTENANCE OF TRAFFIC CONTROL DEVICES

- A. Traffic control devices as required shall be kept in correct position, properly directed, clearly visible and clean at all times.

3.3 INSTALLATION

- A. All traffic control devices shall be erected prior to the creation of any hazardous condition and in conjunction with any necessary rerouting of traffic.
- B. Immediately remove, turn or cover any devices which do not apply to existing conditions.
- C. Furnish and maintain all traffic control devices including signs, barricades, and panels.

3.4 FLAGMEN

- A. Provide personnel with required equipment, to direct traffic when required by construction operations in numbers and locations approved by the authority having jurisdiction.

END OF SECTION 01576

SECTION 01600 – MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements governing the Contractor's selection of products for use in the Project.
- B. The Contractor's Construction Schedule and the Schedule of Submittals are included under Section 01300 -Submittals.
- C. Standards: Refer to Section - Definitions and Standards for applicability of industry standards to products specified.
- D. Administrative procedures for handling requests for substitutions made after award of the Contract are included under Section 01300 PRODUCT SUBSTITUTION.

1.3 DEFINITIONS

- A. Definitions used in this Article are not intended to change the meaning of other terms used in the Contract Documents such as "specialties", "systems", "structure", "finishes", "accessories", and similar terms. Such terms are self-explanatory and have well recognized meanings in the construction industry.
 - 1. "Products" are items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock. The term "product" includes the term "material", "equipment", "system" and terms of similar intent.
 - a. "Named Products" are items identified by manufacturer's product name, including make or model designation, indicated in the manufacturer's published product literature, that is current as of the date of the Contract Documents.
 - b. Foreign Products as distinguished from Adomestic products, are items substantially manufactured (50 percent or more of value) outside of the United States and its possessions; or produced or supplied by entities substantially owned (more than 50 percent) by persons who are not citizens nor living within the United States and its possessions.

2. Materials are products that are substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the work.
3. Equipment is a product with operational parts, whether motorized or manually operated, that requires service connections such as wiring or piping.

1.4 SUBMITTALS

- A. Product List Schedule: Prepare a schedule showing products specified in a tabular form acceptable to the Project Manager. Include generic names of products required. Include the manufacturer's name and proprietary product names for each item listed.
 1. Coordinate the product list schedule with the Contractor's Construction Schedule and the Schedule of Submittals.
 - a. Related Specification Section Number
 - b. Generic name used in Contract Documents
 - c. Proprietary name, model number and similar designations.
 - d. Manufacturer's name and address
 - e. Supplier's name and address
 - f. Installer's name and address
 - g. Projected delivery date, or time span of delivery period.
 2. Initial Submittal: Within 30 days after date of commencement of the work, submit copies of an initial product list schedule. Provide a written explanation for omissions of data, and for known variations from Contract requirements.
 - a. At the Contractor's option, the initial submittal may be limited to product selections and designations that must be established early in the Contract period.
 3. Complete Scheduled: Within 45 days after date of commencement of the Work, submit 3 copies of the completed product list schedule. Provide a written explanation for omissions of data, and for known variations from Contract requirements.
 4. Architect's Action: The Architect will respond in writing to the Contractor within 2 weeks of receipt of the completed product list schedule. No response within this time period constitutes no objection to listed manufacturers on products, but does not constitute a waiver of the requirement that products comply with Contract Documents. The Architect's response will include the following:
 - a. A list of unacceptable product selections, containing a brief explanation of reasons for this action.

1.5 QUALITY ASSURANCE

- A. Source Limitations: To the fullest extent possible, provide products of the same kind, from a single source.
- B. Compatibility of Options: When the Contractor is given the option of selecting between two or more products for use on the Project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.
- C. Nameplates: Except for required labels and operating data, do not attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view in occupied spaces or on the exterior.
 - 1. Labels: Locate required product labels and stamps on a concealed surface or, where required for observation after installation, on accessible surface that is not conspicuous.
 - 2. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate on an easily accessible surface which is inconspicuous in occupied spaces. The nameplate shall contain the following information and other essential operating data.
 - a. Name of product and manufacturer
 - b. Model and serial number
 - c. Capacity
 - d. Speed
 - e. Ratings
 - f. Additional pertinent information

1.6 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver, store and handle products in accordance with the manufacturer's recommendations, using means and methods that will prevent damage, deteriorating and loss, including theft.
 - 1. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.
 - 3. Deliver products to the site in the manufacturer's original sealed container of other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.
 - 4. Inspect products upon delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
 - 5. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.

6. Store heavy materials away from the Project structure in a manner that will not endanger the supporting construction.
7. Store products subject to damage by the elements above ground, under cover in a weather tight enclosure, with ventilation adequate in prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, unused at the time of installation.
 1. Provide products complete with all accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for the intended use and effect.
 2. Standard Products: Where available, provide standard products of types that have been produced and used successfully in similar situation on other projects.
- B. Product Selection Procedures: Product selection is governed by the Contract Documents and governing regulations, not by previous project experience. Procedures governing product selection include the following:
 1. Proprietary Specification Requirements: Where only a single product or manufacturer is named, provide the product indicated. No substitutions will be permitted.
 - a. Where products or manufacturers are specified by name, accompanied by the term "or equal" or "or approved equal" comply with the Contractor Document provisions concerning "substitutions" to obtain approval for use of an unnamed product.
 2. Non-Proprietary Specifications: When the Specifications list products or manufacturers that are available and may be incorporated in the Work, but do not restrict the Contractor to use of those products only, the Contractor may propose any available product that complies with Contract requirements. Comply with Contract Document provisions concerning Asubstitutions≅ to obtain approval for use of an unnamed product.
 3. Descriptive Specification Requirements: Where Specifications describe a product or assembly, listing exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that provides the characteristics and otherwise complies with Contract requirements.

4. Performance Specification Requirements: Where Specifications require compliance with performance requirements, provide products that comply with these requirements, and are recommended by the manufacturer for the application indicated.
 - a. Manufacturer's recommendations may be contained in published product literature, or by the manufacturer's certification of performance.
5. Compliance with Standards, Codes and Regulations: Where the Specifications only require compliance with an imposed code, standard or regulation, select a product that complies with the standards, codes or regulations specified.
6. Visual Matching: Where Specifications require matching an established Sample, the Architect's decision will be final on whether a proposed product matches satisfactorily.
 - a. Where no product available within the specified category matches satisfactorily and also complies with other specified requirements, comply with provisions of the Contract Documents concerning "substitutions" for selection of a matching product in another product category, or for noncompliance with specified requirements.
7. Visual Selection: Where specified product requirements include the phrase ... as selected from manufacturer's standard colors, pattern, textures... or a similar phrase, select a product and manufacturer that complies with other specified requirements. The Architect will select the color, pattern and texture from the product line selected.
8. Asbestos free materials: No products containing asbestos shall be used for any part of the work for this product. Provide verification.

PART 3 - EXECUTION

3.1 INSTALLATION OF PRODUCTS

- A. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated. Anchor each project securely in place, accurately located and aligned with other work.
 1. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION 01600

SECTION 01631 - PRODUCTS SUBSTITUTIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling request for substitutions made during bidding and after award of the Contract.
- B. The Contractor's Installation Schedule and the Schedule of Submittals are included under Section "Submittals".
- C. Standards: Refer to Section "Definitions and Standards" for applicability of industry standards to products specified.
- D. Procedural requirements governing the Contractor's selection of products and product options are included under Section "Materials and Equipment".

1.3 DEFINITIONS

- A. Definitions used in this Article are not intended to change or modify the meaning of other terms used in the Contract Documents.
- B. Substitutions: The Contract will be awarded based on the design, methods, materials and/or equipment as addressed in the Contract Drawings and/or described in the Contract Specifications, without any consideration for substitution or "or-equal" replacement. Addressing, describing or naming an item is intended to establish the type, function, characteristics and quality required in order to establish a base for bidding.
 - 1. Within thirty (30) days after Contract award, the Contractor may submit for approval substitutes for any equipment and/or material. In addition to the product documents, a written certification shall accompany the documentation indicating that the proposed substitute will have the same characteristics, will perform in accordance with the design requirements and that complies with all the requirements set for in the Contract. Any additional information required by the Owner or County Representative shall be provided by the Contractor. Rejection of any proposed substitute will be considered final and the

Contractor shall not get into any agreement with manufacturers or providers until the submittal has been finally approved.

2. The submission of this documentation shall follow the requirements set quality required in order to establish a base for bidding.

1.4 SUBMITTALS

- A. Substitution Request Submittal: Request for substitution will be considered if received within thirty (30) days after contract award. As long as this time allowance will not impact the construction schedule.
 1. Submit three (3) copies of each request for substitution for consideration. Submit requests in the form and in accordance with procedures required for Change Order proposals.
 2. Identify the product, or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers. Provide complete documentation showing compliance with the requirements for substitution, and the following information, as appropriate:
 - a. Product Data, including Drawings, and descriptions of products, fabrication and installation procedures.
 - b. Samples, where applicable or requested.
 - c. A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements such as size, weight, durability, performance and visual effect.
 - d. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate Contractors that will become necessary to accommodate the proposed substitution.
 - e. A statement indicating the substitution's effect on the Contractor's construction schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
 - f. Cost information, including a proposal of the net change, if any in the Contract Sum.
 - g. Certification by the Contractor that the Substitution proposed is equal-to or better in every significant respect to that required by the Contract Documents, and that it will perform adequately in the application indicated. Include the contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.

3. Architect's Action: Within two weeks of receipt of the request for substitution, the Architect will request additional information or documentation necessary for evaluation of the request if needed. Within two (2) weeks of receipt of the request, or one week of receipt of the additional information or documentation, whichever is later, the Architect will notify the Contractor of acceptance or rejection of the proposed substitution. If a decision on use of a proposed substitute cannot be made or obtained within the time allocated, use the project specified by name. Decision on the use of a product substitution or its rejection by the Architect is considered final. Acceptance will be in the form of a Change Order.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Conditions: The Contractor's substitution request will be received and considered by the Architect when one or more of the following conditions are satisfied, as determined by the Architect; otherwise request will be returned without action except to record noncompliance with these requirements.
 1. Extensive revisions to Contract Documents are not required.
 2. Proposed changes are in keeping with the general intent of Contract Documents.
 3. The request is timely, fully documented and properly submitted.
 4. The specified product or method of construction cannot be provided within the Contract Time. The request will not be considered if the product or method cannot be provided as a result of failure to pursue the work promptly or coordinate activities properly.
 5. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
 6. A substantial advantage is offered to the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear. Additional responsibilities for the Owner may include additional compensation to the Architect for redesign and evaluation services, increased cost of other construction by the Owner or separate Contractors, and similar consideration.
 7. The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the incompatibility.
 8. The specified product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed substitution can be coordinated.

9. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provide the required warranty.
- B. The Contractor's submittal and Project Manager's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.
- C. Substitution request constitutes a representation that the Contractor:
1. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.
 2. Will provide the same warranty for substitution as for specified product.
 3. Will coordinate installation and make other changes which may be required for work to be complete in all respects.
 4. Waives claims for additional costs which may subsequently become apparent. All costs associated with the substitution will be paid by the Contractor regardless of approvals given, and regardless of subsequent difficulties experienced as a result of substitutions.

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01631

SECTION 01700 – PROJECT CLOSE-OUT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for project close-out, including but not limited to:
 - 1. Inspection procedures
 - 2. Project record document submittal. (substantial completion requirements)
 - 3. Operating and Maintenance Manual Submittal (substantial completion requirements).
 - 4. Submittal of warranties (substantial completion requirement).
 - 5. Final cleaning
- B. Close-out requirements for specific construction activities are included in the appropriate Sections in Divisions 2 through 16.
- C. Final Payment to be made when the County has received all required close-out documents.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for Certification of Substantial Completion, complete the following: List exceptions in the request.
 - 1. In the Application for Payment that coincided with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
 - a. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the work is not complete.
 - 2. Advise Owner of pending insurance change-over requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.

4. Obtain and submit releases enabling the Owner unrestricted use of the work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
 5. Complete final clean up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.
- B. Inspection Procedures: On receipt of a request for inspection, the Project Manager will either proceed with inspection or advise the Contractor of unfilled requirements. The Project Manager will prepare the Certificate of Substantial Completion following inspection, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
1. Results of the completed inspection will form the basis of requirements for final acceptance.
 2. Should the project fail to meet the standards required for Substantial Completion as defined in the documents, the Contractor will pay the expense of a second inspection by the Architect/Consultants and the Owner. Cost will be deducted from the Contractor's retainage.

1.4 FINAL ACCEPTANCE

- A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following list exceptions in the request:
1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and complete operations where required.
 2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
 3. Submit a certified copy of the Architect or Owner's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Project Manager.
 4. Submit final meter readings for utilities, a measured record of stored fuel and similar data as of the date of Substantial Completion, or when the Owner took possession of the responsibility for corresponding elements of the Work.
 5. Submit consent of surety to final payment.
 6. Submit a final liquidated damages settlement statement
 7. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Reinspection Procedure: The Architect will reinspect the work upon receipt of notice that the work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Architect.
1. Upon completion of reinspection, the Architect will prepare a certification of final acceptance, or advise the contractor of work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.

1.5 RECORD DOCUMENT SUBMITTALS

- A. General: Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Architect's reference during normal working hours.
- B. Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation; where the installation varies substantially from the work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date. Provide for project photographs if deemed necessary by Owner's representative.
1. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the work.
 2. Mark new information that is important to the Owner, but was not shown on Contract Drawings or Shop Drawings.
 3. Note related Change Order numbers where applicable.
 4. Organize record drawing sheets, and print suitable titles, dates and other identification on the cover of each set.
 5. Provide three (3) additional sets of black line drawing sets of As-Built Drawings.
- C. Record Specifications: Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction. Mark these documents to show substantial variations in actual work performed in comparison with the text of the specifications and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation. Note related record drawing information and Project Data.
1. Upon completion of the Work, submit record Specifications to the Architect for the Owner's records.
- D. Record Project Data: Maintain one copy of each Product Data submittal. Mark these documents to show significant variation in actual work performed in comparison with information submitted. Include variations in products delivered to the site, and from the manufacturer's installation instructions and recommendations. Give particular attention to concealed products and portions of the Work which cannot otherwise be readily discerned later by direct observation. Note related Change Orders and mark-up of record drawings and Specifications.
1. Upon completion of mark-up, submit complete set of record Product Data in the three ring binder (indexed) to the Architect for the Owner's records.

- E. Record Sample Submitted: Immediately prior to the date or dates of substantial completion, the Contractor will meet at the site with the Architect and the Owner's personnel to determine which of the submitted Samples that have been maintained during progress of the work are to be transmitted to the Owner for record purposes. Comply with delivery to the Owner's Sample storage area.
- F. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record-keeping and submittals in connection with actual performance of the work. Immediately prior to the date or dates of substantial completion, complete miscellaneous record and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Project Manager for the Owner's records.
- G. Maintenance Manuals: Organize operating and maintenance data into five (5) suitable sets of manageable size. Bind properly indexed data in individual heavy-duty 2-inch, 3-ring vinyl covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder. Include the following types of information:
 - 1. Emergency instructions
 - 2. Spare parts list
 - 3. Copies of warranties
 - 4. Wiring diagrams
 - 5. Recommended turn-around cycles
 - 6. Inspection procedures
 - 7. Shop Drawings and Product Data
 - 8. Fixture lamping schedule

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 CLOSE-OUT PROCEDURES

- A. Operating and Maintenance Instructions: Arrange for each installer of equipment that required regular maintenance. If installers are not experienced in procedures, provide instruction by manufacturer's representatives. All items to be provided or completed prior to Certificate of Substantial Completion being issued by the Owner. Include a detailed review of the following items:
 - 1. Maintenance manuals
 - 2. Record documents
 - 3. Spare parts and materials
 - 4. Tools
 - 5. Lubricants
 - 6. Fuels
 - 7. Identification systems
 - 8. Control sequences

9. Hazards
 10. Cleaning
 11. Warranties and bonds
 12. Maintenance agreements and similar continuing commitments
 13. On site instructions to County maintenance personnel on major systems operations such as HVAC as per technical specifications.
- B. As part of instruction for operating equipment, demonstrate the following procedures, prior to the Owner issuing Certificate of Substantial Completion:
1. Start-up
 2. Shutdown
 3. Emergency operations
 4. Noise and vibration adjustments
 5. Safety procedures
 6. Economy and efficiency adjustments

3.2 PROJECT CLOSE-OUT MANUALS AT SUBSTANTIAL COMPLETION

- A. Submit Project Close-out Manuals prior to issuance of final application for payment. Provide three (3) copies.
- B. Bind in commercial quality 8-1/2" x 11" three ring binder, indexed with hardback, cleanable, plastic covers.
- C. Label cover of each binder with typed title PROJECT CLOSE-OUT MANUAL, with title of project; name, address, and telephone number of Contractor and name of responsible Principal.
- D. Provide table of contents: Neatly typed, in the following sequence:
1. Final Certificate of Occupancy
 2. Warranty Service Subcontractors Identification List
 3. Final Lien Waivers and Releases
 4. Warranties and Guarantees
 5. Systems Operations and Maintenance Instruction
 6. Manufacturer's Certificates and Certifications
 7. Maintenance Service Contracts
 8. Spare Parts Inventory List
 9. Special Systems Operating Permits or Approvals
 10. Asbestos free materials notarized statement
- E. Provide all documents for each section listed. List individual documents in each section in the Table of Contents, in the sequence of the Table of Contents of the Project Manual.
- F. Identify each document listed in the Table of Contents with the number and title of the specification section in which specified, and the name of the product or work item.

- G. Separate each section with index to sheets that are keyed to the Table of Contents listing.
- H. Warranty Service Subcontractors List shall identify subcontractor supplier, and manufacturer for each warranty with name, address and emergency telephone number.
- I. Electronic Close-out DVD: At the completion of the project, submit one copy of a DVD with entire project close out information below in PDF format. All letter, legal and brochure size sheets shall be portrait and the As-built drawings will be landscape. All fonts will be Arial. All items will be in PDF with OCR (Optical Character Recognition). This will enable a search engine to identify words on the scanned documents.
 - 1. Contacts: Set up a separate PDF for the contacts. No bookmarks are needed for this section.
 - 2. As-Builts: All as-built drawings will be landscape.
 - 3. Submittals: All technical submittal items (approved and approved as noted) will be provided and sorted by the 16 standard divisions. Bookmarks will be needed for the appropriate divisions.
 - 4. Operations and Maintenance Manual: Specify the division name only in the bookmarks (1-16). Please note that all items will be in PDF with OCR (Optical Character Recognition). This will enable a search engine to identify works on the scanned documents.
 - 5. Permitting: This should include the Certificate of Occupancy and any other document that the Project Manager may include pertaining to the permitting for the project.

3.3 FINAL CLEANING

- A. General: General cleaning during construction is required by the General Conditions and included in Section – Temporary Facilities.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
 - 1. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion.
 - a. Remove labels that are not permanent labels.
 - b. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compound and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.
 - c. Clean exposed exterior and interior hard-surfaced finished to a dust-free condition, free of stains, films and similar foreign substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.

- d. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
 - e. Clean the site, including landscape development areas, of rubbish, litter and other foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textured surface. Remove waste and surplus materials from the site in an appropriate manner.
- C. Pest Control: Engage an experienced exterminator to make a final inspection, and rid the Project of rodents, insects and other pests.
- D. Removal of Protection: Remove temporary protection and facilities installed for protection of the work during construction.
- E. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.
- 1. Where extra materials of value remaining after completion of associated work have become the Owner's property, arrange for disposition of these materials as directed.

END OF SECTION 01700

SECTION 01740 – WARRANTIES AND BONDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contractor Documents, including manufacturers standard warranties on products and special warranties.
 - 1. Refer to the General Conditions for terms of the Contractor's special warranty of workmanship and materials.
 - 2. General close-out requirements are included in Section PROJECT CLOSE-OUT.
 - 3. Specific requirements for warranties for the work and products and installations that are specified to be warranted, are included in the individual Sections of Division 2 through 16.
 - 4. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.
- B. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties to not relieve the Contractor of the warranty on the work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

1.3 WARRANTY REQUIREMENTS

- A. Related Damages and Losses: When correcting warranted work that has failed, remove and replace other work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted work.
- B. Reinstatement of Warranty. When work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Replacement Cost: Upon determination that work covered by a warranty has failed, replace or rebuild the work to an acceptable condition complying with requirements of Contract Documents.

- D. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligation, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligation, rights, or remedies.
 - 1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
- E. The Owner reserves the right to refuse to accept work for the Project where a special warranty, certification, or similar commitment is required on such work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

1.4 WARRANTY PERIOD

- A. The Contractor shall participate with the County and the Architect's representative, at the beginning of the tenth month of the warranty period, in conducting an onsite review and evaluation of all items of equipment, materials and workmanship covered by the warranties and guarantees. Contractor shall act promptly and without cost to the County to correct all defects, problems, or deficiencies determined as such by the Architect/Owner during on the site review.
- B. All warranties and guarantees shall commence on the date of Substantial Completion except for items which are determined by the County to be incomplete or a non-comply status at the time of Substantial Completion. The coverage commencement date for warranties and guarantees of such work shall be the date of the County's acceptance of that work.
- C. Warranty period shall be manufacturer's standard for product specified except where specific warranty periods are specified in individual sections. But in no case less than one year.

1.5 SUBMITTALS

- A. Submit written warranties to the Owner prior to the date certified for Substantial Completion. If the Architect's Certificate of substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the work, submit written warranties upon request of the Project Manager.
 - 1. When a designated portion of the work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Project Manager within fifteen days of completion of that designated portion of the work.

- B. When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepared a written document that contains appropriate terms and identification, ready for executing by the required parties. Submit a draft to the Architect for approval prior to final execution.
 - 1. Refer to individual Sections of Division 2 through 16 for specific content requirements, and particular requirements for submittal of special warranties.
- C. Form of Submittal: At Final Completion compile two (2) copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
- D. Bind (3) three sets of warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.
 - 1. Provide heavy paper dividers with Celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.
 - 2. Identify each binder on the front and the spine with the typed or printed title WARRANTIES AND BONDS, the Project title or name, and the name of the Contractor.
 - 3. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

PART 2 - PART 2 PRODUCTS (Not Applicable)

PART 3 - PART 3 EXECUTION (Not Applicable)

END OF SECTION 01740

SECTION 02010 - SUB-SURFACE CONDITIONS

PART I – GENERAL

1.1 DESCRIPTION OF WORK:

- A. Exploratory borings were obtained only for the Owner's use and are not a part of the Contract Documents. The log of borings is included herein for the Contractor's information, but is not a warrant of sub-surface conditions.

1.2 QUALITY ASSURANCE:

A. Testing Agency:

1. Testing agency and soils Engineer will be retained by General Contractor to provide testing and continuous inspection of work in connection with excavating, filling, compacting and grading.
2. Refer to other sections of the Specifications for specific requirements of required testing and submittals required.

1.3 JOB CONDITIONS:

- A. The Contractor shall visit the site and acquaint himself with all existing conditions. Prior to bidding, bidders may make their own sub-surface investigations to satisfy themselves as to site and sub-surface conditions, but such sub-surface investigations shall be performed only under time schedules and arrangements approved in advance by the Owner.

PART II - PRODUCTS (NOT REQUIRED)

PART III - EXECUTION

1.1 PERFORMANCE:

- A. All work relative to sub-surface conditions shall be accomplished in accordance with the specific requirements of the individual sections of the Specifications.
- B. Readjust all work performed which does not meet technical or design requirements as hereinafter specified, but make no deviations from the Contract Documents without specific and written approval of the Owner and Engineer.

END OF SECTION 02010

SECTION 02050 - DEMOLITION

PART I - GENERAL

1.1 RELATED DOCUMENTS:

A. Drawings and general provisions of Contract apply to work of this section.

1.2 DESCRIPTION OF WORK:

A. Extent of site demolition is shown on drawings.

B. Scope of Work:

1. This section includes furnishing all labor, materials, equipment and incidentals required for the demolition, relocation and/or disposal of all building materials and equipment to be removed from the site.
2. This section provides for the complete or partial removal and disposal of specified existing structures, foundations, slabs, piping, roadways (including surface and base courses) and miscellaneous appurtenances encountered during construction operations.
3. Demolition includes:
 - a. Demolition, partial removal and cutting of existing roadways and drainage culverts as required for the new construction.
 - b. Distribution of salvageable, excess, and unacceptable materials.
 - c. Off-site disposal of excess and unacceptable materials.

C. Related Work Specified Elsewhere:

1. Site Clearing: Section 02110.
2. Pavement Removal and Replacement: Section 02214.

1.3 PERMITS AND NOTICES:

A. Permits and Licenses: Contractor shall obtain all necessary permits and licenses for performing the work and shall furnish a copy of same to the Engineer prior to commencing the work. The Contractor shall comply with the requirements of the permits.

B. Notices: Contractor shall issue written notices of planned demolition to the Engineer.

C. Utility Services: Contractor shall notify utility companies or local authorities furnishing gas, water, electrical, telephone or sewer service to remove any equipment owned by them in structures to be demolished and to remove, disconnect, cap or plug their services to facilities to be demolished as denoted on the contract drawings.

1.4 CONDITIONS OF STRUCTURES:

- A. The Owner and the Engineer assume no responsibility for the actual condition of the structures to be demolished or modified.
- B. Conditions existing at the time of inspection for bidding purposes will be maintained by the Owner insofar as practicable.

1.5 RULES AND REGULATIONS:

- A. The Standard Building Codes shall control the demolition, modification or alteration of the existing buildings or structures.
- B. No blasting shall be done on site. The Contractor shall not bring or store any explosives on site.

1.6 DISPOSAL OF MATERIAL:

- A. Salvageable material shall become the property of the Owner, if the Owner requests any specific item. The Contractor shall dismantle all material to such a size that it can be readily handled, and deliver any of this salvageable material requested by the Owner to a designated storage area.
- B. Any materials that the Owner rejects shall become the Contractor's property and must be removed from the site.
- C. Concrete, concrete block, asphalt, and unsalvageable bricks shall be hauled to a waste disposal site.
- D. All other materials shall be hauled to a waste disposal site by the Contractor.
- E. The storage of or sale of removed items on the site will not be allowed.

1.7 SUBMITTALS

- A. Sequence of Demolition and Removal activities. Refer to the Demolition Plan for extents of demolition.
- B. Before commencing demolition work, all modifications necessary to bypass the affected structure will be completed. Actual work will not begin until the Engineer has inspected and approved the modifications, and authorized commencement of the demolition work.

1.8 TRAFFIC AND ACCESS:

- A. Conduct demolition and modification operations, and the removal of equipment and debris to ensure minimum interference with roads, streets, walks both onsite and offsite and to ensure minimum interference with occupied or used facilities.
- B. Do not close or obstruct streets or walks without permission from the Engineer and Owner. Provide alternate routes around closed or obstructed traffic in access ways.

1.9 DAMAGE:

- A. Promptly repair damage caused to adjacent facilities by demolition operations as directed by the Engineer and at no cost to the Owner.

1.10 UTILITIES:

- A. Maintain existing utilities to remain in service and protect against damage during demolition operations.
- B. Do not interrupt existing utilities serving occupied facilities, except when authorized by the Engineer. Provide temporary services during interruptions to existing utilities as acceptable to the Engineer.
- C. The Contractor shall cooperate with the Owner to shut off utilities as required by demolition operations.
- D. The Contractor shall be solely responsible for making all necessary arrangements and for performing any necessary work involved in connection with the discontinuance or interruption of all public and private utilities or services under the jurisdiction of the utility companies.
- F. All utilities being abandoned shall be disconnected and terminated at the service mains in conformance with the requirement of the utility companies or the municipality owning or controlling them.

1.11 POLLUTION CONTROL:

- A. For pollution control, use water sprinkling, temporary enclosures, and other suitable methods as necessary to limit the amount of dust and dirt rising and scattering in the air to the lowest level of air pollution practical for the conditions of work. Comply with the governing regulations.
- B. Clean structures and improvements of all dust, dirt and debris caused by demolition operations as directed by the Engineer. Return areas to conditions existing prior to the start of work.

PART II - MATERIALS (NOT USED)

PART III - EXECUTION

3.1 SEQUENCE OF WORK:

- A. The sequence of demolition and renovation of existing facilities will be in accordance with the approved construction drawings.

3.2 REMOVAL OF EXISTING PAVING, PIPING AND APPURTENANCES:

- A. Existing non-buried valving and piping, appurtenances and asphaltic pavement shall be removed as shown or indicated on the Drawings.
- B. All piping and appurtenances shall be cleaned, flushed and drained.

3.3 STRUCTURES TO BE COMPLETELY DEMOLISHED:

- A. Existing structures shall be completely demolished as shown on the Drawings. Structures shall be demolished above ground to make room for construction of new facilities, unless otherwise shown on the Drawings. All demolished material and equipment shall be removed from site. Demolition shall be as follows:
 - 1. First remove all mechanical, electrical, instrumentation, piping and miscellaneous appurtenances before commencing structural demolition.
 - 2. Completely remove the structure to an elevation equal to the existing floor slab elevation.
- B. Removal of existing structures by blasting will not be acceptable.

3.4 BURIED PIPING:

- A. Buried pipe shall be completely removed.

END OF SECTION 02050

SECTION 02110 - SITE CLEARING

PART I - GENERAL

1.1 SCOPE:

- A. The work consists of furnishing all labor, materials and equipment necessary for the removal of trees, vegetation, above and below grade improvements, and waste materials from designated areas of the site.

1.2 DESCRIPTION OF WORK:

- A. Site clearing shall be performed as designated on the Drawings.
- B. Site clearing work includes, but is not limited to:

- Removal of trees and roots
- Removal of grass and other vegetation
- Topsoil stripping
- Grubbing
- Removal of above grade improvements
- Removal of below grade improvements

1.3 JOB CONDITIONS:

- A. Traffic: Conduct site clearing operations to ensure minimum interference with roads and other adjacent facilities. Do not close or obstruct streets, walks or other occupied or used facilities without permission from authorities having jurisdiction.
- B. Protection of Existing Improvements: Provide protection necessary to prevent damage to existing improvements indicated to remain in place.
- C. Protect improvements on adjoining properties and within public rights-of-way.
- D. Restore damaged improvements to their original condition, as acceptable to parties having jurisdiction.
- E. Protection of Existing Trees and Vegetation: Protect existing trees and other vegetation against unnecessary cutting, breaking or skinning of roots, skinning and bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic, or parking of vehicles within drip line. Provide temporary guards to protect trees and vegetation to be left standing.
 - 1. Provide protection for roots over 1" diameter cut during construction operations.
 - 2. Temporarily cover exposed roots with wet burlap to prevent roots from drying out; cover with earth as soon as possible.

3. Replace trees which cannot be repaired and restored to full-growth status, as determined by arborist, in a manner acceptable to the Owner.

PART II - PRODUCTS

- 2.1 Not Applicable to this Section

PART III - EXECUTION

3.1 SITE CLEARING:

- A. General: Remove all trees and roots greater than 1/2" in diameter, shrubs, grass and other vegetation, improvements, or obstructions as required to create a clean, usable, and buildable site within the areas designated for construction as indicated on the drawings. Removal includes digging out stumps and roots greater than 1/2" in diameter.
- B. Carefully and cleanly cut roots and branches of trees where such roots and branches obstruct new construction.
- C. Clearing and Grubbing: Clear site of trees, shrubs, grass and other vegetation.
- D. Completely remove stumps, roots, and other debris.
- E. Use only hand methods for grubbing inside drip line of trees on adjacent properties.
- F. Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation or earthwork is indicated.
- G. Place fill material in horizontal layers not exceeding 6" loose depth, and thoroughly compact to a density equal to adjacent original ground.

3.2 REMOVAL OF IMPROVEMENTS:

- A. Remove above-grade and below-grade improvements necessary to permit construction and other work indicated.
- B. Abandonment or removal of certain underground piping or conduit may be shown on the mechanical or electrical drawings, and is included under those sections. Removal of abandoned underground piping and conduit interfering with construction is included under this section.
 1. Existing utilities interfering with construction shall not be abandoned in place. Such utilities shall be relocated, adjusted or removed as necessary to facilitate construction work.
 2. The Contractor shall coordinate with the Construction Manager and utility owners to take utilities out of service prior to relocation or removal.

- C. The Contractor shall coordinate with the Construction Manager as to the disposition of materials, equipment and devices the Owner may elect to retain. All other materials and debris shall be disposed of off site.
- D. The Contractor is advised that uncharted utilities may be found to exist within the construction areas and should perform clearing and grubbing operations with extreme caution.
 - 1. Should the Contractor discover any unforeseen site conditions that conflict with the information provided, which would in any way prevent construction of the improvements indicated on the Drawings, the Contractor shall notify the Construction Manager and Engineer immediately, in writing, as to the nature of the conflict or discrepancy. The Construction Manager and Engineer, or their representative, will expeditiously investigate the discrepancy for a determination of the impact to the Contract.
 - 2. No claim by the Contractor will be allowed if the Contractor fails to provide such written notice.

3.3 DISPOSAL OF WASTE MATERIALS:

- A. Burning on Owner's Property: Burning shall not be permitted.
- B. Removal from Owner's Property: Remove waste materials, unsuitable spoil material, and excess topsoil from Owner's property and dispose of off site in legal manner as directed by the Construction Manager. It is the Contractor's responsibility to obtain any and all necessary permits for site clearing operations, and for the transportation and disposal of waste materials, including the cost of the permits.

END OF SECTION 02110

SECTION 02140 - DEWATERING (DURING CONSTRUCTION)

PART I - GENERAL

1.1 DESCRIPTION:

- A. Scope of Work: The work to be performed under this Section shall include the design and installation of a temporary dewatering system until completion of construction to remove subsurface waters from retention pond, borrow area, structure or utility trench excavations as required.
- B. Related Sections:
 - 1. Earthwork: Section 02200
 - 2. ~~Earthwork: Underground Utilities: Section 02210~~

1.2 QUALITY ASSURANCE:

- A. Qualifications: The temporary dewatering system used for this project shall be designed by a firm who regularly engages in the design of dewatering systems and who is fully experienced, reputable and qualified in the design of such dewatering systems. The firm shall have a successful record of operation for a minimum of three (3) years prior to bid date.
- B. In lieu of experience, the Contractor shall provide a performance and warranty bond for 1.5 times the total installed cost of the temporary dewatering system. This bond shall be executed prior to award and/or contract execution.
- C. Standards: The dewatering of any excavation areas and the disposal of water during construction shall be in strict accordance with all local and state government rules, regulations and permit conditions. In addition, the Contractor shall take any and all actions necessary and reasonable to prevent subsidence or other damage to adjacent areas which might result from the dewatering operation.

1.3 SUBMITTALS:

- A. Submit to the Engineer for review, four copies of the proposed methods of construction, including dewatering, excavation, bedding, filling, compaction and backfilling for the various portions of the Work. The Engineer's review shall be for method only. The Contractor shall remain responsible for the adequacy and safety of the methods.
- B. Submittals shall include the following:
 - 1. Descriptive literature of the temporary dewatering system
 - 2. Layout of all piping involved
 - 3. Number of proposed pumps, locations and specifications
 - 4. Point(s) of discharge

- C. All submittal data shall be bound in three-ring binders and all sections shall be tabbed and properly indexed.

1.4 CRITERIA:

- A. The dewatering system shall be developed to the point that it is capable of dewatering the site surrounding all retention ponds, borrow areas, or structures as shown on the Drawings. Each dewatering system shall be capable of dewatering and maintaining groundwater levels low enough for the proper performance of necessary operations at the respective retention ponds, borrow areas, or structures. Observation wells shall be constructed for the purpose of testing each system.

1.5 PUMPING AND DRAINAGE:

- A. The Contractor shall at all times during construction provide and maintain proper equipment and facilities to remove all water entering the proposed excavations, and shall keep such excavations dry so as to obtain a satisfactorily undisturbed subgrade foundation condition until the fills, structures or pipes to be built thereon have been completed to such extent that they will not be floated or otherwise damaged by allowing water levels to return to natural levels. The Contractor shall submit to the Engineer, for review, a plan for dewatering systems prior to commencing work. The dewatering system installed shall be in conformity with the overall construction plans.
- B. Dewatering shall at all times be conducted in such a manner as to preserve the undisturbed bearing capacity of the subgrade soils at proposed bottom of excavation and to preserve the integrity of adjacent structures. At a minimum, the water level shall be 2 feet below the trench or excavation bottom. Well or sump installations shall be constructed with proper sand filters to prevent drawing of finer grained soils from the surrounding ground.
- C. Water entering the excavation from surface runoff shall be collected in shallow ditches around the perimeter of the excavation, drained to sumps, and pumped from the excavation to maintain a bottom free from standing water.
- D. The Contractor shall take all additional precautions to prevent uplift of any structure during construction.
- E. The conveying of water in open ditches or trenches will not be allowed except for the spreader or groundwater swale (as applicable) unless approved by the Owner and Engineer.
- F. Flotation shall be prevented by the Contractor by maintaining a positive and continuous operation of the dewatering system. The Contractor shall be fully responsible and liable for all damages which may result from failure of this system.
- G. Removal of dewatering equipment shall be accomplished after the Contractor and the Engineer agree that the system is no longer required; at which point the material and equipment constituting the system, shall be removed by the Contractor.

- H. The Contractor shall take all necessary precautions to preclude the accidental discharge of fuel, oil, etc. in order to prevent adverse effects on groundwater quality. The Contractor is responsible for all cleanup of contamination to the groundwater caused by his actions, equipment, or gross negligence.
- I. No polluted water shall be discharged into sanitary sewers, stormwater systems or waterbodies.
- J. Permits required from the St. Johns River Water Management District for dewatering shall be the responsibility of the Contractor.

PART II - EXECUTION

2.1 GENERAL:

- A. The equipment specified herein shall be standard dewatering equipment of proven ability as designed, manufactured, and installed by firms having experience in the design and production of such equipment. The equipment furnished shall be designed, constructed and installed in accordance with the best practices and methods.
- B. The Contractor shall submit a plan for the dewatering system for review and approval prior to commencing work. The dewatering system installed shall be in conformity with the overall construction plan. Dewatering system shall be designed in such a manner as to preserve the undisturbed bearing capacity of the subgrade soils at the proposed retention ponds, borrow areas, structures or utilities and to preserve the integrity of any adjacent structures.

2.2 INSTALLATION:

- A. Dewatering: The Contractor shall install a temporary dewatering system for the removal of subsurface water encountered during construction of retention ponds, borrow areas, proposed structures or excavation of utility trenches.

2.3 PROTECTION AND SITE CLEAN-UP:

- A. At all times during the progress of the Work the Contractor shall use all reasonable precautions to prevent either tampering with the wellpoints (if used) or the entrance of foreign material into the existing storm drain system.
- B. The dewatering and excavation of any existing lake or water bodies shall be performed within the following parameters:
 - 1. The quality of all water discharged shall comply with the requirements of the United States Environmental Protection Agency, Florida Department of Environmental Regulation, St. Johns River Water Management District, and any other regulatory agency having proper jurisdiction. No pumped groundwater shall discharge to surface waters.

- C. Immediately upon completion of the dewatering operations, the Contractor shall remove all of his equipment, materials, and supplies from the site of the work, removal all surplus materials and debris, fill in all holes or excavations, and grade the site to elevations of the surface levels which existed before the work started. The site shall be thoroughly cleaned and graded as directed by the Engineer.
- D. The permitting of dewatering operations with the regulatory agencies shall be the ultimate responsibility of the Contractor.

END OF SECTION 02140

SECTION 02200 - EARTHWORK

PART I - GENERAL

1.1 DESCRIPTION

A. Earthwork shall include, but not be limited to:

1. Import or export of any and all material, as required to fill and complete grading and off-site work.
2. Excavation, backfilling and compaction for structures, and appurtenances and any related groundwater control and dewatering. All dewatering shall be the responsibility of the Contractor.
3. Excavation, shoring, trenching, backfilling, bedding and any dewatering required for utility and other underground lines and appurtenances installed by this Contractor. Particular attention is called to the requirement that no intrusion upon or disturbance of adjacent properties will be allowed.
4. Final grading, shaping and compaction of site and roadways after the mass grading and earthwork is complete.
5. Removal of all materials not to be incorporated into the work.

B. Related Work Specified Elsewhere:

1. Site Clearing – Section 02110
2. Asphaltic Concrete Paving – Section 02513
3. ~~Termite Control – Section 02281~~
4. ~~Water Distribution and Service Piping – Section 02719~~
5. ~~Sewage Collection System – Section 02720~~
6. ~~Storm Sewer System – Section 02735~~
7. Soils Report: Geotechnical Investigation Report prepared by Ardaman & Associates, Inc. dated February 20, 2015.

1.2 QUALITY ASSURANCE

A. Requirements of Regulatory Agencies:

1. Perform earthwork in compliance with applicable requirements of governing authorities and codes having jurisdiction.

2. Perform earthwork operations as described in the soils report. The recommendations included in the soils report are a requirement of this contract. Where the recommendations of the soils report and this section differ, the recommendations of the soils report shall apply.
- B. Testing Agency: In addition to complying to all other requirements specified hereinafter, refer to and comply with General Requirements.
1. Prior to the execution of any earthwork operations, the Testing Agency shall be notified to review procedures and assist in the proper implementation of these Specifications. All earthwork preparation, compaction and testing shall be done under the supervision of the Testing Agency or his representative.
- C. Reference Specifications and Standards:
1. ASTM: D2922 (Nuclear Method), or ASTM D1555 (Sand-Cone Method).
 2. ASTM: D3017 (Nuclear Method), or ASTM D1557 Moisture Density Relations of Soils, using 10-1b, Rammer and 18-in. Drop.
 3. AASHTO T-180.
 4. AASHTO M-145.

1.3 SUBMITTALS

- A. Procedures: In accordance with the submittal procedures specified by the Construction Manager/Owner's Representative.
- B. Submit copies of all soil testing reports directly to the Construction Manager/Owner's Representative from the testing services.

1.4 PROJECT CONDITIONS

- A. Locate existing underground utilities in the area of work. If utilities are to remain in place, provide adequate means of protection during earthwork operations.
- B. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult with the utility owner immediately for directions. Cooperate with utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.
- C. Do not interrupt existing utilities except when permitted in writing by the Construction Manager and then only after acceptable temporary utility services have been provided.
- D. Protect structures, utilities, sidewalks, pavements and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by earthwork operations. Refer also to Section 3.2, Protection, for additional requirements.

E. Use of Explosives:

1. The use of explosives is prohibited.

PART II - PRODUCTS

2.1 SOIL MATERIALS FOR STRUCTURES

- A. On-site materials: Materials obtained by selective stockpiling of the excavated soils. Stockpile materials acceptable to Soils Engineer, and in accordance with the soils report.
- B. Borrow materials: Non-expansive clean earth and granular materials, with 3% to 12 % passing No. 200 sieve and free of roots or organic materials. Materials with soil fines higher than 5% may be used only when strict moisture control practices are implemented. Do not use rocks or lumps larger than 4 inches in any dimension.
- C. Crushed Stone (if applicable to this contract): Crushed stone shall be provided by the Contractor from off-site sources and in the quantities required for completion of the work and of the quality specified and approved. Crushed stone shall consist of washed clean, hard, durable, angular pieces and shall be satisfactorily free from loam, clay, fine sand and deleterious materials. Crushed stone shall be uniformly graded and range in sizes from 1 inch to 3/8 inch and conforming to ASTM D693, Size No. 56.

2.2 SOIL MATERIALS FOR SITE GRADING

- A. On-site materials (provide as follows):
 1. Free from all vegetation, roots, muck and debris.
 2. Acceptable to Soils Engineer and Testing Agency.
 3. Top Soil: All soil above the lower root line of fine vegetation (grasses and sod).
- B. Borrow fill:
 1. Borrow fill materials shall be as recommended by the soils engineer.

PART III - EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions under which earthwork is to be performed and promptly notify the Construction Manager/Owner's Representative in writing, of conditions detrimental to the proper and timely completion of work. Do not proceed

with the work until unsatisfactory conditions have been corrected in an acceptable manner.

3.2 PROTECTION

- A. Protect public and adjacent properties, on and off site, in accordance with applicable laws and ordinances.
- B. Protect from damage all existing on-site features, scheduled or indicated to remain, including flora scheduled to remain.
- C. Utilities:
 - 1. Protect and support active utility lines in a manner to prevent damage. Use methods approved by the Engineer and all applicable utility companies.
 - 2. Remove abandoned lines encountered during excavation and dispose of off site.
 - 3. Open trenches: The Contractor shall comply with the provisions of the Trench Safety Act, Chapter 90-96, Laws of Florida and with the O.S.H.A. Safety Standards, 29 C.F.R., S. 1926.650, Subpart B. Cover or barricade all open trenches at the close of the work day.
 - 4. Where excavation for utility lines occurs in the vicinity of existing utilities, whether indicated or not, the Contractor shall be responsible to maintain the existing utility service and to protect and support the utility line in a manner to prevent its damage or failure.
 - a. In the event that damage or failure does occur, immediate repair and replacement shall be made in an acceptable manner at no additional cost to the Owner.
- D. Dust Control:
 - 1. Throughout the entire construction period effectively control dust in work areas, whether on-site or off-site, to prevent adversely affecting adjacent properties.
- E. Water Control:
 - 1. Do not allow rain, surface or sub-surface water, or other fluid, to accumulate in excavations nor under or about the structures.
 - 2. Should such conditions develop or be encountered, constantly control and legally dispose of the water by temporary pumps, piping, ditches, dewatering or other approved methods. All methods are subject to Construction Manager/Architect's review and approval.
 - a. Do not allow rain or surface water from construction areas to run off or contaminate areas beyond the limits of the site.

- b. Maintain adequate pumping equipment and backup equipment on hand at all times to provide for emergencies.

F. Bracing, Cribbing and Shoring:

1. Provide temporary or permanent cribbing, sheeting and shoring as necessary to safely retain earth banks and protect excavations from saving or other damage.
2. Remove cribbing and shoring after use.

G. Environmental Protection:

1. Erosion Control and Maintenance:

- a. The Contractor shall furnish and install erosion/sediment control fencing. Said fencing shall be constructed of erosion control fabric with both sediment filtration capabilities and a high slurry flow rate. All fencing shall be installed as per manufacturer specifications.
- b. Swales and retention ponds shall be provided as necessary to control surface drainage during construction.
- c. Erosion control features shall be repaired as required and maintained until such time as the Architect deems them unnecessary.

3.3 PREPARATION

A. Layout work and Reference Points:

1. Before starting layout work, check through and verify all principal governing dimensions and make a general check of elevations and grades called for on the drawings.
2. Locate benchmarks, monuments and other reference points for elevation and location of new work. Notify the Construction Manager/Engineer of any apparent discrepancies in indicated locations.
3. Protect reference points from dislocation or damage. Replace or repair immediately any points damaged, destroyed or dislocated, at no additional cost to the Owner.
4. Accurately locate new work on site according to the Contract Documents.
5. Erect batter boards and set grade stakes securely to remain in place until corners and heights are permanently established.
6. Denote areas allocated for storage of various materials. Select storage and working areas to avoid interference with subsequent operations.

3.4 EXCAVATION

- A. Excavation consists of removal and disposal of material of every nature encountered (including man-made objects) when establishing required grade elevations.
- B. Unauthorized excavation consists of removal of materials beyond indicated sub-grade elevations or dimensions. General Unauthorized excavation, as well as remedial work directed by the Construction Manager/Owner's Representative shall be at the Contractor's expense.
- C. Additional Excavation:
 - 1. When excavation has reached required sub-grade elevations, notify the Construction Manager/Architect and Testing Agency, who will make an inspection of conditions. Do not excavate below indicated depths.
 - 2. If inspection indicates unsuitable materials, additional excavation and corrective work will be authorized and paid for as indicated in the General Conditions.
- D. Excavation for Structures:
 - 1. The sub-grade under the proposed construction shall be stripped of organic matter or soft and yielding materials.
 - 2. Remove unsuitable materials as required to achieve required grades, and as indicated on the drawings.
 - 3. Excavate materials of every nature to dimension, and elevations indicated. Use equipment of suitable type for materials and conditions involved.
 - 4. Extend excavation a sufficient distance from structures to allow for forming and shoring, application of damp-proofing, and approvals. Do not excavate below indicated depths.
 - 5. Correct unauthorized excavation made below depths indicated, as directed by the Construction Manager/Architect, at no additional cost to the Owner.
 - 6. Remove any organic peat or inadequate soils below footing bottom and replace with suitable fill according to Paragraph 3.6(B).
 - 7. After the sub-grade has been stripped and the areas have been excavated, the sub-grade immediately beneath the proposed footings and structures shall be compacted to 95% maximum density or per the recommendations of the geotechnical engineering report, whichever is most stringent.

3.5 DEWATERING

- A. All work areas occurring below the groundwater level shall be maintained in a dry condition while work is taking place at those elevations.

- B. Dewatering methods shall be those selected by the Contractor. Method selected shall ensure that adjacent permanent ground water levels will be unaffected.
- C. The Contractor shall be responsible for maintaining excavations and sub-grades continuously while work in each area is being done. Water level shall be reduced to a level of at minimum 24 inches below the bottom of all excavations and compaction surfaces.

3.6 FILL, BACKFILL AND COMPACTION

- A. Backfill consists of bedding, backfill and restoration of the surface.
- B. Structures:
 - 1. Excavation and backfilling procedures beneath all structure shall be in accordance with the soils report.
 - 2. After excavation, remove any organic peat or inadequate soils below footing bottom, replace with inorganic, non-plastic, granular soil (clean sands). The fill should be placed in level lifts not to exceed 12 inches loose thickness and should be compacted to a minimum of 98 percent (%) of the soil's modified Proctor maximum dry density as determined by ASTM Specification D-1557, AASHTO T-180. (Also see Section 3.8)
 - 3. Use mechanical compactors for compaction of backfill.
 - 4. Place backfill as promptly as work permits, but only after walls are supported by completion of structure or are braced to resist the imposed loading.
 - a. Place backfill against walls below grade after damp-proofing systems have been completed and approved.
 - 5. If approved by the Engineer, hand held compaction equipment may be used. Maximum lifts in this case shall be 6 inches.
- C. Compaction:
 - 1. Bring each layer to optimum moisture content before compaction. Add water by uniform sprinkling. Jetting or flooding is prohibited.
 - 2. When moisture content and condition of each layer is satisfactory, compact to not less than 98% of maximum density.
 - a. Compact areas not accessible to motor-driven equipment with mechanical or heavy hand tampers.
 - 3. Rework compacted areas failing to meet specified maximum density as determined by tests. Re-compact and re-test as required to achieve 95% maximum density.

4. Correct unauthorized excavation made below depth indicated, as acceptable to Test Agency, at no additional cost to Owner.
5. Landscape areas: Compaction below all landscape, planting or sod areas shall be 95% of maximum density for the full depth of fill.
6. Minor structures: Catch basins and other minor structures shall be supported on bottom and all sides by soils compacted to 98% maximum density. (See Section 3.8)
7. Paved areas: Compaction below all areas to be paved or with slabs-on-grade shall be 98% of maximum density for the full depth of fill. (See Section 3.8)

3.7 GRADING

A. General:

1. Uniformly grade areas within limits of grading and adjacent transition areas as work included in this Section. Smooth finished surface within specified tolerances, compact with uniform levels of slopes between points where elevations are shown, or between such points and existing grades.
2. Allowable tolerances for grades:
 - a. All cuts and fills shall be graded to necessary sub-grade elevations within a tolerance of 0.0 below to 0.10 feet above grades indicated on drawings.
 - b. Structures at or on grade shall be within 0.02 feet.
3. All elevations and contours shown on the drawings are to finish grade unless otherwise indicated, and allowance shall be made for pavement thickness and sodding.

B. Grading outside building lines:

1. Grade areas adjacent to building lines to drain away from structures and to prevent ponding. Finish surfaces free from irregular surface changes.

C. Grading Surface of Fill Under Structure Slabs:

1. Grade smooth and even, free of voids, compacted as specified and to required elevation.

3.8 FIELD QUALITY CONTROL

A. Test Methods:

1. Maximum density of backfill materials will be determined by ASTM D3017 (Nuclear Method), or ASTM D1557 Method A (5-layer method), or AASHTO T-180 where called for on drawings.
2. Field tests will be determined by ASTM D2922 (Nuclear Method), or ASTM D-1556 (Sand-Cone Method) or AASHTO T238-79, unless other applicable method is approved.

B. Required Tests (to be performed by Testing Agency):

1. Backfill material: Determine suitability of backfill material not previously evaluated.
2. Maximum density tests: Determine optimum moisture content and maximum density of backfill materials placed and compacted.
3. Compaction Inspection: Determine degree of backfill compaction.
4. Bedding conditions: Determine and evaluate condition of bedding to receive utility lines.

C. Inspection and Controls (to be performed by Testing Agency):

1. General inspection of stripping of surfaces and removal of root mat, peat, clay and other unsuitable materials or conditions.
2. Detailed inspection of exposed sub-grades prior to finishing or placing compacted fills.
3. Continuous control of placing and compacting all compacted fills.
4. Observation and consultation in processes of bank shaping, safety in excavations, dewatering and identification of materials encountered.

D. Areas which do not comply with the specified densities shall be reworked and compacted by the Contractor at no additional cost to the Owner. The cost of retesting such work shall be paid for by the Contractor.

3.9 DAMAGED WORK AND REPAIRS

A. Repairs:

1. Sections of walks, curbing, concrete paving and other permanent features which have been damaged during and as a result of construction operations in connection with the Contract shall be removed and the full section between joints shall be replaced.

B. Replacement of Grass and/or Shrubs:

1. All grass areas and/or shrubs which have been rutted and/or damaged or broken during and as a result of construction operations in connection with this Contract shall be removed and replaced. This shall apply to the grass and shrubs outside the Contract limits as shown on the site plan as well as new work within the Contract limits.

C. Protection of Graded Areas:

1. Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
2. Repair and re-establish grades in settled, eroded and rutted areas to specified tolerances.

D. Reconditioning Compacted Areas:

1. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, reshape and compact to required density prior to further construction.

E. Debris:

1. During construction, debris shall be removed from site as soon as practical and the exterior site shall be kept clean at all times.
2. Debris shall be disposed of as waste material at an approved off-site disposal facility.

END OF SECTION 02200

SECTION 02214 - PAVEMENT REMOVAL AND REPLACEMENT

PART I - GENERAL

1.1 WORK INCLUDED:

- A. Work included under this Section consists of cutting, removing, protecting and replacing existing pavements.
- B. Permits: The Contractor shall obtain the necessary permits prior to any roadway work. Additionally, the Contractor shall provide advance notice to the appropriate authority, as required, prior to construction operations.
- C. Protection of existing improvements: The Contractor shall be responsible for the protection of all pavements, and other improvements within the work area. All damage to such improvements, as a result of the Contractor's operations, beyond the limits of the work of pavement replacement as described herein, shall be repaired by the Contractor at no additional cost to the Owner.

1.2 JURISDICTIONAL REQUIREMENTS:

- A. Work within the rights-of-way of public thoroughfares which are not under jurisdiction of Orange County, shall conform to the requirements of the Governmental agency having jurisdiction. Specifically, work within state highway right-of-way shall be in full compliance with all requirements of the permit drawings, and to the satisfaction of the Florida Department of Transportation.
- B. Portions of the Standard Specifications for Road and Bridge Construction of the Florida Department of Transportation, latest addition, and Supplement thereto hereinafter referred to as the DOT Specifications, are referred to herein and amended, in part, and the same are hereby made a part of this Contract to the extent of such references, and shall be as binding upon the Contract as though reproduced herein in their entirety.

PART II - PRODUCTS

2.1 MATERIALS:

- A. Street or roadway pavement cut and removed in connection with trench excavation shall be replaced or restored in equal or better condition than the original and as shown on the Drawings. The Drawings indicate minimum requirements.
- B. Materials, including limerock, soil cement, bituminous prime and tack coat, and asphaltic concrete for the above work shall meet the requirements established therefore by the DOT Specifications.
 - 1. Limerock or Soil cement.

2. Bituminous prime coat material shall be cutback asphalt Grade RC-70.
3. Bituminous tack coat material shall be emulsified asphalt Grade RS-2.
4. Asphaltic concrete shall be Type SP-9.5 or SP-12.5.

PART III - EXECUTION

3.1 PERFORMANCE:

A. Removals:

1. Pavement removal:

- a. Where existing pavement is to be removed, the surfacing shall be mechanical saw cut prior to trench excavation, leaving a uniform and straight edge, with minimum disturbance to the remaining adjacent surfacing. The width of cut for this phase of existing pavement removal shall be minimal.
- b. Immediately following the specified backfilling and compaction, a temporary sand seal coat surface shall be applied to the cut areas. This temporary surfacing shall provide a smooth traffic surface with the existing roadway and shall be maintained until final restoration. Said surfacing shall remain for 10 days in order to assure the stability of the backfill under normal traffic conditions. Following this period and prior to 15 days after application, the temporary surfacing shall be removed and final roadway surface restoration accomplished.
- c. In advance of final restoration, the temporary surfacing shall be removed and the existing pavement mechanically sawed straight and clean to the stipulated dimensions. Following the above operation, the Contractor shall proceed immediately with final pavement restoration in accordance with the requirements set forth in the Orange County, "Right-of-Way Utilization Regulations", and these standards.

B. Restorations:

1. Pavement restoration - asphalt:

- a. Soil cement base course shall be compacted for its full thickness to not less than 95 percent of maximum density as determined by AASHTO Designation T-180. Field density of soil cement base in place shall be determined by AASHTO Designation T-191 or ASTM Designation D2922.
- b. Limerock base course shall be compacted for its full thickness to not less than 98 percent of maximum density as determined by AASHTO Designation T-180.
- c. Construction methods and equipment shall generally meet the requirements therefore as established in the DOT Specifications, but shall be modified to meet the relatively narrow strip construction conditions. Any such modifications shall be approved by the Engineer prior to their use.

- d. After the application of the prime coat on the base, the prime coat shall be allowed to cure without sanding for a period of 24-hours. The Contractor shall take all necessary precautions to protect the primed surface against damage during this interval. If, at the end of 24-hours, it is not proposed to proceed at once with the application of the surface course, primed surface shall be given a light application of clean sand and opened to traffic.
- e. Joints with existing surface and base shall be straight and neat. If necessary to obtain a straight net joint, the Contractor shall cut out sufficient existing material and replace it with new material.

END OF SECTION 02214

SECTION 02270 - EROSION AND SEDIMENTATION

PART I - GENERAL

1.1 DESCRIPTION:

- A. All erosion, sedimentation and water pollution control features shall be in place or relocated as designated on the plans prior to the start of any clearing, grubbing, grading or construction. Contractor shall be responsible for the installation and maintenance of all temporary erosion control features.
- B. Location of the control features shall be in accordance with the Drawings or as required to facilitate drainage and control erosion and sedimentation within and adjacent to the site.
- C. Control features are defined as, but not limited to, swales, berms, silt fences, silt barriers and temporary fences.

1.2 QUALITY ASSURANCE:

- A. The provision for prevention, control and abatement of erosion, sedimentation and water pollution shall be as stated in the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Section 104, latest edition and the Florida Department of Environmental Protections (FDEP) manual on Stormwater Erosion and Sedimentation Control, latest edition, whichever is most stringent.

1.3 SUBMITTALS:

- A. Product data: Manufacturers literature, application instructions and samples.
- B: List of materials and their characteristics for other erosion control items.

1.4 CONTROL OF CONTRACTOR'S OPERATIONS WHICH MAY RESULT IN WATER POLLUTION:

- A: Take sufficient precautions to prevent pollution of streams, canals, lakes, reservoirs, wetlands and other sensitive areas with silt, sediment, fuels, oils, bitumens, calcium chloride, or other harmful materials. Conduct and schedule operations so as to avoid or otherwise minimize pollution or siltation of such streams, etc. and to avoid interference with movement of migratory fish. Do not dump the residue from dust collectors or washers into any water body.
- B: Construction operations in rivers, streams, lakes, tidal waters, reservoirs, canals, and other impoundments shall be restricted to those areas where it is necessary to perform filling or excavation to accomplish the work shown in the Contract Documents and to those areas which must be entered to construct temporary or permanent structures. As soon as conditions permit, promptly clear rivers, streams, and impoundments of all obstructions placed therein or caused by construction operations.

- C: Except as necessary for construction, do not deposit excavated material in rivers, streams, canals, or impoundments, or in a position close enough thereto, to be washed away by high water or run-off.
- D. Where pumps are used to remove highly turbid waters from enclosed construction areas such as cofferdams or forms, treat the water prior to discharge into State waters. Pump the water into grassed swales, appropriately vegetated areas, or sediment basins, or confine it by an appropriate enclosure such as siltation curtains when other methods are not considered appropriate. Do not contaminate State waters. The background condition of all waters to be discharged from the site must be tested prior to discharge. All waters discharged from the site must be approved through the Orange County Environmental Department, the South Florida Water Management District, and the Florida Department of Environmental Protection.
- E. Do not disturb lands or waters outside the limits of construction, unless approved in advance and in writing by the Owner. No operations within non-permitted wetlands or upland buffers are allowed.

1.5 START OF WORK:

- A. Do not start work until erosion control measures are in place.

PART II - PRODUCTS

2.1 MATERIALS:

A. Silt Barriers:

1. Two types of silt barriers shall be installed in accordance with the plans: silt barriers installed on the ground and floating silt barriers.
2. Silt barriers (filter fabric) shall be synthetic and contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six (6) months of expected usable construction life at a temperature range of 0 to 120°F.
3. Filter fabric shall be a pervious sheet of propylene, nylon or polyester and shall be certified by the manufacturer or supplier to conform to the following specifications:
 - Filter efficiency (Test VTM-51): 75%.
 - Minimum tensile strength at 20% elongation (Test ASTM-D-1682): 120 lbs.
 - Tear strength (Test ASTM D2263): 50 lbs.
4. Contractor shall submit further filter fabric material specifications and installation configuration prior to start of construction.
5. Silt barriers shall be maintained in place.
6. Filter fabric shall be purchased in a continuous roll cut to the length of the barrier to avoid the use of joints. When joints are necessary, filter fabric shall be spliced together only at a support post, with a 6 inch overlap, and securely sealed.
7. The following items shall be installed and maintained in accordance with the applicable sections of the FDOT Standard Specifications and the Florida Department of Environmental Protection's manual on Stormwater Erosion and Sedimentation Control.

8. Temporary silt fences and staked silt barriers
9. Floating silt barrier
10. Use of hay bales shall not be permitted.

B. Temporary Fence

1. Brightly colored fence as manufactured by Mirafi, product Mirasafe, or approved equal.
2. Material shall be 4' high, attached to 6' metal posts at 12' centers. Posts shall be driven 18" into ground.

PART III - EXECUTION

3.1 GENERAL:

- A. Temporary erosion control features shall consist of, but not be limited to, temporary grassing, temporary sodding, temporary mulching, sandbagging, slope drains, sediment basins, artificial coverings, berms, floating silt barriers, staked silt barriers and staked silt fences. Design details for some of these items may be found in the Water Quality Section of the applicable edition of the FDOT Roadway and Traffic Design Standards. All of these items shall be constructed in accordance with applicable sections of the FDOT Standard Specifications.
- B. Incorporate permanent erosion control features into the project at the earliest practical time. Correct conditions that develop during construction, using temporary measures, to control erosion prior to the time it would be practical to construct permanent control features.
- C. Construct temporary and permanent erosion and sediment control measures and maintain them to prevent the pollution of adjacent water ways in conformance with the laws, rules and regulations of Federal, State and local agencies.
- D. Copies of approved permits will be provided to the Contractor for his review and use. Contractor shall be required to comply with all General and Special Conditions noted within the permit by the particular permitting agency. The Contractor shall maintain copies of these permits on the job site at all times.

3.2 INSTALLATION:

- A. The following items shall be installed in accordance with the FDOT Standard Specification. The procedures are only generally described herein.
- B. Temporary Grassing: This work shall consist of furnishing and placing grass seed.
- C. Temporary Sod: This work shall consist of furnishing and placing sod.

- D. Temporary Mulching: This work shall consist of furnishing and applying a two-inch to four-inch thick blanket of straw or hay mulch and then mixing or forcing the mulch into the top two inches of the soil in order to temporarily control erosion. Only undecayed straw or hay, which can readily be cut into the soil, shall be used. Other measures for temporary erosion control such as hydro-mulching, chemical adhesive soils stabilizers, etc., may be substituted for mulching with straw or hay with the approval of the Owner. When permanent grassing operations begin, temporary mulch materials shall be plowed under in conjunction with preparation of the ground.
- E. Sandbagging: This work shall consist of furnishing and placing sandbags in configurations, so as to control erosion and siltation.
- F. Slope Drains: This work shall consist of constructing slope drains, utilizing pipe, fiber mats, rubble, cement concrete, asphaltic concrete plastic sheeting, or other acceptable materials, in accordance with the details shown in FDOT's Roadway and Traffic Design Standards or as may be approved as suitable to adequately perform the intended function.
- G. Sediment Basins: Sediment basins shall be constructed in accordance with the details shown in FDOT's Roadway and Traffic Design Standards or as suitable to adequately perform the intended function. Sediment basins shall be cleaned out as necessary.
- H. Artificial Coverings: This work shall consist of furnishing and applying fiber mats, netting, plastic sheeting, or other approved covering to the earth surfaces.
- I. Berms: This work shall consist of construction of temporary earth berms to divert the flow of water from an erodible surface.
1. This work shall consist of construction of earth berms to protect against downstream accumulations of silt. The use of baled hay or straw dams shall not be permitted.
 2. The berm or dam shall be placed so as to effectively control silt dispersion under conditions present on this project. Alternate solutions and usage of materials may be used if approved.

3.3 SILT BARRIERS:

- A. Silt barriers shall be installed and maintained at the locations shown on the plans. The Contractor is required to prevent the possibility of silting onto any adjacent parcel.
- B. Silt barrier shall be of the staked type and stakes shall be installed as indicated in the drawings.
- C. The height of the silt barrier fabric shall be a minimum of 42 inches.

- D. The stakes shall be 2 inch x 4 inch wood, 5 feet long and shall be spaced a maximum of 10 feet apart at the barrier location and driven securely into the ground.
- E. A trench shall be excavated approximately 4 inches wide by 4 inches deep along the line of stakes. The filter fabric shall be tied or stapled to the wooden stakes and 8 inches of fabric shall be extended into the trench. The staples shall be heavy duty wire and at least one-half (1/2) inch long. The trench shall then be backfilled and the soil compacted over the filter fabric.

3.4 FLOATING SILT BARRIERS:

- A. Floating silt barriers where required shall be in place prior to the start of any construction or grading.
- B. Floating silt barriers shall meet or exceed the Florida Department of Transportation Roadway and Traffic Design Standards, Index No. 102, Floating Silt Barrier. Contractor shall submit fabric filter material specifications and installation configuration for approval prior to the start of construction.

3.5. TEMPORARY FENCE:

- A. Furnish, install and maintain on wetland lines, buffer lines, tree save lines and otherwise as shown on plans. Attach silt barrier to the temporary fence.
- B. Follow manufacturer's installation recommendations.

3.6 MAINTENANCE:

- A. Silt barriers and temporary fences shall be inspected immediately after each rainfall and at least once a day during periods of prolonged rainfall. Any repairs shall be made immediately.
- B. Should the fabric on a silt barrier or temporary fence decompose or become ineffective, the installation shall be repaired or replaced immediately at no additional cost to the Owner. If the Contractor fails to repair or replace the items as above, the Owner shall have the right to stop work without additional cost to the Owner until such time as the repair or replacement has been made.
- C. Sediment deposits shall be removed after each storm event. The Contractor will repair and restore the installations to a working and effective condition to the satisfaction of the Owner.
- D. At the completion of all work, the silt barriers and the temporary fences will be removed if by the Owner.
- E. Any sediment deposits in place after the silt fence or filter barrier is no longer required shall be dressed to conform to the existing grade and prepared for seeding or sodding.

3.7 PROTECTION DURING SUSPENSION OF CONTRACT TIME:

- A. In the event that it is necessary that the construction operations be suspended for any appreciable length of time, shape the top of the earthwork in such a manner as to permit run-off of rainwater and construct earth berms along the top edges of embankments to intercept run-off water. Provide temporary slope drains to carry run-off from cuts and embankments which are located in the vicinity of rivers, streams, canals, lakes and impoundments. Should such preventative measures fail, immediately take such other action as necessary to effectively prevent erosion and siltation.

END OF SECTION 02270

SECTION 02458 - SITE CONCRETE WORK

PART I - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract apply to work of this Section.

1.2 DESCRIPTION OF WORK:

A. Site Concrete work, including:

1. Subgrade preparation
2. Concrete pavement and equipment pads
3. Concrete curbs and gutters, curbing and transition sections
4. Concrete sidewalks, steps and ramps
5. Reinforcing steel, including welded wire fabric
6. Precast concrete sections
7. Concrete structures (manholes, inlets, junction chambers, walls, headwalls, thrust blocks, etc.)
8. Built-in bolts, anchors, frames and all other embedments
9. Signs, pedestal concrete base
10. Foundations, footings, supports, etc. for site, retaining walls, signs and miscellaneous site structures.

B. Related Work Specified Elsewhere:

1. Asphalt Concrete Paving: Section 02513
2. ~~Potable Water Systems: Section 02666~~
3. ~~Storm Sewage System: Section 02735~~
4. ~~Sanitary Sewage System: Section 02720~~

1.3 QUALITY ASSURANCE:

A. Reference Specifications and Standards:

1. Florida Department of Transportation (FDOT): Standard Specifications for Road and Bridge Construction, Latest Edition.
2. ACI: 305 Hot Weather Concreting
3. ACI: 306 Recommended Practice for Cold Weather Concreting

B. Requirements of Regulatory Agencies:

1. Comply with requirements of all applicable regulatory agencies.
2. Allowable Tolerances: Flatwork true to plan 1/4 in. to 10 ft. Place vertical work in accord with ACI 347.

1.4 SUBMITTALS:

A. Shop Drawings: Submit shop drawings for fabrication, bending and placement of concrete reinforcement.

1. Comply with the ACI 315 Manual of Standard Practice for Detailing Reinforced Concrete Structures.
2. Show bar schedules, stirrup spacing, diagrams of bent bars, arrangements and assemblies required for the fabrication and placement of concrete reinforcement.

B. Test Reports: Report of concrete compression, yield and slump tests.

C. Certificates:

1. Submit to the testing laboratory copies of mill certificates for all types and sizes of reinforcing steel, showing the following information:
 - a. Source of steel
 - b. Description
 - c. Heat Number
 - d. Yield Point
 - e. Ultimate Tensile Strength
 - f. Elongation Percentage in 1/8" length
 - g. Bend test
 - h. Chemical analysis
2. Submit manufacturer's certification that concrete mix materials meet specified requirements.
3. Material content per cubic yard of concrete furnished:
 - a. Dry weights of cement
 - b. Saturated surface-dried weights of fine and coarse aggregate
 - c. Quantities, type and name of admixtures
 - d. Weight of water.
4. Ready-mix delivery tickets, ASTM C94.

D. Product Data: Manufacturer's product literature and application/ installation procedures for all products intended for use in the work.

1.5 PROJECT CONDITIONS:

A. Weather Limitations:

1. Do not place concrete when the atmospheric temperature is as low as 35 degrees F. or expected to go below that temperature within 24 hours.
2. Do not place concrete during any rain that will cause surface damage to the concrete. Should rain occur after concrete has been place, the Contractor will protect the concrete from damage.
3. Hot weather concreting: In accord with ACI 305.
4. Cold weather concreting: In accord with ACI 306.

B. Traffic Control:

1. Maintain vehicular and pedestrian traffic control during concrete operations.
2. Provide flagmen, barricades, warning signs and warning lights for movement of traffic and safety and to cause the least interruption of work.

PART II - PRODUCTS

2.1 MATERIALS:

- A. Architect's review is for general architectural applications and features only. Design of formwork for structural stability and efficiency is Contractor's responsibility.
- B. Expansion joint filler: Premolded type. ASTM D1751. Approved Manufacturers: A.C. Horn Company, Homasote Company, Homex, W.R. Meadows Company.

2.2 CONCRETE MIXES:

- A. It is intended that concrete for all parts of the concrete work be homogenous and when hardened, possess the required strength, durability, water-tightness, appearance, resistance to deterioration and abrasion and other qualities as specified or required.
- B. Mix proportioning: Use only ready-mixed concrete in accord with ASTM C94.
 1. Provide concrete which will develop ultimate compressive strength at 28 days equal to a minimum of 3000 psi.
- C. Entrained air: All concrete which will be exposed to water or air shall be designed to entrain 4-6% air.
- D. Design slumps:
 1. Retaining walls and slabs on grade: not less than 4 inches and not more than 6 inches.

2.3 CEMENT GROUT AND FILL CONCRETE:

- A. Cement grout: Mix 1 part Portland cement, 1-1/2 parts fine aggregate and water enough for required consistency. Depending on use, consistency may range from mortar consistency to a mixture that will flow under its own weight. Use for leveling, preparing setting pads or beds, for filling non-structural voids and similar uses.
- B. Drypack: Mix 1 part Portland cement, 2 parts fine aggregate and enough water to hydrate cement and provide a mixture that can be molded with the hands into a stable ball (a stiff mix). Do not mix more than can be used in 30 minutes. Use for dry-packing under structural members, for patching tie holes, honeycomb and large surface defects in concrete.
- C. Non-shrink grout: Acceptable compounds and manufacturers:
 - 1. Master Flo 713, by Master Builders Company.
 - 2. Fiver Star Grout by U.S. Grout Corporation.

PART III - EXECUTION

- 3.1 Thrust blocks shall be placed at all bends, tees and fittings of all pressure piping in accordance with details and dimensions on the drawings.

3.2 CURBS AND GUTTER:

- A. Construct concrete curbs, gutters, curb and gutter and other similar structures in accord with FDOT Section 520, Concrete Gutter, Curb Elements and Traffic Separator.

3.3 SITE STRUCTURES:

- A. Construct catch basins, manhole bases, junction boxes, inlets and other similar site structures to conform to requirements of FDOT Section 425, Inlets, Manholes and Junction Boxes.
 - 1. Precast concrete sections shall conform to ASTM C478. Joints between sections shall be constructed with rubber gaskets conforming to ASTM C443 and Kent-Seal. Bases shall be precast or cast-in-place.
- B. Frames, covers and grates shall be casting of the types indicated on the drawings and shall be of cast iron construction, unless otherwise noted.
- C. Sanitary manhole bases shall be provided with formed smooth circular segments to permit continuous flow through the structures.

3.4 JOINTS:

- A. Make construction joints in exposed surfaces only at predetermined locations and approved by the Engineer and at any break in concrete placement lasting more than one hour.

- B. Set premolded expansion joint strip below finished surface with a slightly tapered, dressed wood strip, temporarily secured to top of expansion and contraction strip to provide space for sealant.
- C. Provide construction joints as indicated on drawings or directed by Engineer.
- D. Key all construction joints.

END OF SECTION 02458

SECTION 02510 - SUBGRADE STABILIZATION

PART I - GENERAL

1.1 RELATED DOCUMENTS:

1. Drawings and general provisions of Contract, apply to work of this Section.

1.2 DESCRIPTION OF WORK:

1. Stabilize the designated portions of the pavement sub-grade in both cut and fill sections to provide a firm and unyielding sub-grade to the uniformity, density, bearing value, lines, grades and thicknesses herein specified or shown in the Drawings. The work includes mixing, compacting and grading for a complete job.

PART II - MATERIALS

- 2.1 Local Materials: High bearing-soils or sand clay material. The materials passing the #40 mesh sieve shall have a liquid limit not greater than 30, and a plasticity index not greater than 10. Blending materials to meet these requirements will not be permitted unless authorized by the Engineer. When so permitted, the blended material shall be tested and approved before spreading.
- 2.2 Limerock/Limerock Overburden: The percentage of carbonates of Calcium and magnesium shall be at least 70, and plasticity index shall not exceed 10. The gradation shall be such that 97% by weight of the material will pass a 1" sieve.
- 2.3 Crushed Shell: Mollusk shell, but not steamed shell, (i.e., oysters, mussels, clams, cemented coquina, etc.). Gradation shall be such that at least 97% by weight of the total material passes a 1" sieve, and at least 50% by weight is retained on the #4 sieve. Not more than 20% by weight of the total material shall pass (by washing) the #200 sieve.

PART III - EXECUTION

- 3.1 Required Florida Bearing Value (FBV): Unless otherwise specified, the subgrade shall have a minimum Florida Bearing Value of 70. Where local material does not conform to the required FBV, stabilize by uniformly mixing with satisfactory local or hauled in material to the depth shown in the Drawings. Perform bearing value determination per FDOT standard specifications for Road and Bridge Construction, section 160-8.1.
- 3.2 Compaction: Compact the stabilized sub-grade in both cuts and fills to a minimum density of 98% of maximum (AASHTO T-180) density. The sub-grade shall be shaped to within 1/4 inch of the grades shown in the Drawings.
- 3.3 Maintenance: After the sub-grade has been prepared as specified, Contractor shall maintain it free from ruts, depressions and all damage resulting from hauling or handling of any materials, equipment, tools, etc. All work which may become necessary in order to recompact the sub-grade shall be at contractor's expense.

3.4 Testing: Provide density and bearing value tests at intervals not to exceed 250 feet for roadways or 10,000 square feet for parking areas.

END OF SECTION 02510

SECTION 02513 - ASPHALTIC CONCRETE PAVING

PART I - GENERAL

1.1 SCOPE:

A. The work shall consist of furnishing all materials, labor and equipment for compacting subgrade, constructing a base course, priming the base course and constructing an asphaltic concrete surface course.

B. SUBMITTALS: See SECTION 01300 - SUBMITTALS.

C. MATERIAL CERTIFICATES:

Provide copies of material certificates signed by material producer and contractor, certifying that each material item meets or exceeds specified requirements.

D. CODE COMPLIANCE:

Comply with the applicable sections of the code as "Orange County Subdivision Regulations" and "Orange County Road Construction Specifications", latest editions, if more stringent than herein specified.

PART II - PRODUCTS

2.1 GENERAL:

A. All materials furnished hereunder shall comply with the applicable sections of the Florida Department of Transportation's (FDOT) "Standard Specifications for Road and Bridge Construction", latest edition, which are hereby incorporated into these specifications by reference.

B. MATERIALS:

General: Use locally available materials and gradations which exhibit a satisfactory record of previous installations.

1. Subgrade Stabilizing Material: FDOT Section 160 and Section 914.
2. Base Course: Limerock-Sand-Cement Base, FDOT Section 270 and Section 911.
3. Asphaltic Concrete: Comply with FDOT Section 330 requirements and Section 331 for Type S-3.
4. Prime and Tack Coats: Cut-back asphalt, grade RC-70, meeting FDOT Section 300.

5. Lane Marking Paint: FDOT Section 971, color as indicated.

PART III - EXECUTION

3.1 GENERAL:

- A. All operations hereunder shall be conducted in strict compliance with the requirements of the "Orange County Road Construction Specifications", latest edition, and with applicable sections of the FDOT Standard Specifications as follows:
- B. Subgrade Stabilization: FDOT Section 160
- C. Construction of Base Course: FDOT Section 270, for Soil-Cement Base
 1. Place in maximum 6" lifts and compact each lift to a minimum dry density of 95% of the maximum density (AASHTO T-134).
 2. Perform compaction testing the full depth at a frequency of one test per 10,000 square foot, or at a minimum of two test locations, whichever is greater.
- D. Construction of Wearing Course: FDOT Section 330.
- E. Pavement Markings: FDOT Sections 710 and 711.

END OF SECTION 02513

SECTION 02577 - PAVEMENT MARKINGS

PART I - GENERAL

1.1 WORK INCLUDED:

- A. Pavement markings.

1.2 RELATED WORK SPECIFIED ELSEWHERE:

- A. Asphalt concrete paving - Section 02513

1.3 SUBMITTALS:

- A. Procedure: Submit in accord with General Conditions.
- B. Product data: Submit manufacturer's detailed literature.

PART II - PRODUCTS

2.1 MATERIALS:

- A. Pavement marking paint: Tnemec's Traffic Paint, Glidden-Durkee's Romark Traffic, PPG's Traffic and Zone Marking. Paint shall be lead-free thermoplastic.
 - 1. Provide marking paint for perimeter and marking outside traffic flow patterns or in areas where existing markings have been disturbed.

PART III - EXECUTION

3.1 PAINT MARKINGS APPLICATION:

- A. Obtain approval of marking layouts prior to paint application.
- B. Traffic line markings: 4 inches wide unless otherwise indicated.
- C. Machine apply in strict accord with recommendations of paint manufacturer.
- D. Apply two coats or more as required for complete opacity.
 - 1. Apply first coat after all paved surfaces to be painted are dry and cured for a minimum of 48 hours.
 - 2. Apply second or final coat prior to completion of project.
- E. Paint directional lettering, arrows and other markings by similar methods with same paint. Use stencils and masking tape as required to achieve required designs.

END OF SECTION 02577

SECTION 02580 - CONCRETE CURBS, WALKS, DRIVEWAYS

PART I - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract apply to work of this Section.

1.2 DESCRIPTION OF WORK:

- A. General: Furnish all labor and materials to construct concrete curbs and gutters, sidewalks including ramps, and driveways as called for in the Drawings and detailed in the Standard Detail Drawings to include excavation and backfill; foundation; and forming, placing, jointing, form removing, finishing and curing concrete.

PART II - MATERIALS

2.1 Concrete: FDOT 345-2 (except no pozzolan), 4, 6, 9, 10, 11, 12, 13. Class I concrete with minimum 28-day compressive strength of 3000 psi.

2.2 Reinforcement: ASTM A615 - Grade 60.

2.3 Joint Materials: FDOT 932-1.

2.4 Membrane Curing Compound: FDOT 925-2.

2.5 Forms: Forms shall be metal or wooden, straight, and free from warp or bends and of sufficient strength, when staked to resist the pressure of the concrete without deviation from line and grade. Flexible forms shall be used for all items constructed on a radius.

PART III - EXECUTION

3.1 All concrete walks, curbs and driveways shall have a minimum thickness of 6" with an additional 2" at the edges.

3.2 Foundation (Sub-grade Preparation): The sub-grade shall be excavated or filled with suitable material to the required grades and lines. All soft, yielding, and otherwise unsuitable material shall be removed and replaced with suitable material. Filled sections shall be compacted to a minimum of 95% of maximum (AASHTO T-180) density and extend to a minimum of 1 foot outside the form lines. The sub-grade shall be dense, firm, trimmed to a uniform smooth surface, and in a moist condition when the concrete is placed.

3.3 Machine Laid Curb: The slipform/extrusion machine approved shall be so designed as to place a spread, consolidate, screed, and finish the concrete in one complete pass in such a manner that a minimum of hand finishing will be necessary to provide a dense and homogeneous concrete section. The machine shall shape, vibrate, and/or extrude

the concrete for the full width and depth of the concrete section being placed. It shall be operated with as nearly a continuous forward movement as possible. All operations of mixing, delivery, and spreading concrete shall be so coordinated as to provide uniform progress, with stopping and starting of the machine held to a minimum.

- 3.4 Forming: Depth of forms shall be equal to the Drawing dimensions for the concrete to be placed against them. Forms shall be staked to resist the pressure of the concrete without deviation from line and grade. They shall be cleaned each time used and shall be oiled or saturated with water prior to placing concrete.
- 3.5 Reinforcement: Reinforcement shall only be required where called for in the Drawings. Set reinforcement for sidewalks above the foundation so concrete will flow under it.
- 3.6 Placing: Place concrete in the forms and tamp and spade to prevent honeycomb until the top of the structure can be floated smooth. Round all edges to 1/2 inch radii unless otherwise shown on the Standard Detail Drawings.
- 3.7 Sidewalk Ramps: Ramps shall be provided at all road/street crossings each way as shown in the Standard Detail Drawings.
- 3.8 Contraction Joints: Unless otherwise shown or noted in the Drawings, weakened plane contraction joints shall be located as follows:
- Curbs - 10 feet maximum intervals.
 - Sidewalks - To form squares of uniform size.
- 3.9 Contraction joints may be sawed, hand-formed, or made by 1/8 inch thick division plates in the framework. Sawing shall be done early after the concrete has set to prevent the formation of uncontrolled cracking. The joints may be hand-formed by using a narrow or triangular jointing tool or a thin metal blade to impress a plane of weakness into the plastic concrete. Where division plates are used, the plates shall be removed after the concrete has set and while the forms are still in place.
- 3.10 Expansion (Isolation) Joints: Provide isolation joints between all distinct structures such as between sidewalk and curbs, driveway and sidewalk or curbs, sidewalk or curbs and inlets, around concrete utility poles and at radius points along the curbs and at the end of a continuous pour.
- 3.11 Finishing: Strike off concrete sidewalks and driveways by means of a wood or metal screed, used perpendicular to the forms, to obtain required grade and remove surplus water laitance. Broom finish the surfaces and finish edges with an edging tool having a radius of 1/2 inch.
- 3.12 Remove all curb and gutter forms within 24 hours after concrete is in place, and fill minor defects with mortar composed of one part portland cement and two parts fine aggregate. Plastering is not permitted. Finish all curbs and gutter surfaces while the cement is still green to a brush finish. For any surface areas that are too rough or where surface defects make additional finishing necessary, the curb shall be rubbed to a smooth surface with a soft brick or wood block, with water used liberally.

- 3.13 Surface Requirements: Test the gutters with a 20 foot straight edge laid parallel to the centerline of the roadway while the concrete is still plastic. Straight edging shall be done along the edge of the gutter adjacent to the pavement or along other lines on the gutter cross-section. Irregularities in excess of 1/4 inch shall be corrected immediately. Surface variations on sidewalks and driveways shall not exceed 1/4 inch under a 10 foot straight edge, nor more than 1/8 inch on a 5 foot traverse section.
- 3.14 Curing: Concrete shall be cured by the Membrane Curing Compound Method for a continuous period of 72 hours minimum, commencing after completing the finishing and as soon as the concrete has hardened sufficiently to permit application of the curing material without marring the surface. Immediately replace any curing material that may be removed or damaged during the 72-hour period.
- This method requires the application of a clean membrane curing compound or white pigmented curing compound as in the Membrane Curing Compound paragraph above, by a hand sprayer in a single continuous film with uniform coverage of at least one gallon to each 200 square feet. Any cracks, check or other defects shall be recoated immediately. Agitate the curing compound thoroughly in the drum prior to application, and during application as necessary to prevent settlement of the pigment.
- 3.15 Backfilling and Compaction: After the concrete has set sufficiently, but no later than 3 days after the pouring, the spaces in front and back of the curb and other excavation generated from this work shall be refilled to the required elevation with suitable material, placed and thoroughly compacted in layers not to exceed 6 inches.
- 3.16 Protection: The Contractor shall always have materials available to protect the surface of the plastic concrete against rain. These materials shall consist of waterproof paper or plastic sheeting. For slipform construction, materials such as wood planks or forms to protect the edges shall also be required.
- 3.16 Testing: Provide not less than three 6 inches by 12 inches cylinder compressive strength tests (ASTM C 39) and one slump test (ASTM C 143) for each 75 cubic yards of part thereof poured.

END OF SECTION 02580



St. Johns River Water Management District

Ann B. Shortelle, Ph.D., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500
On the Internet at www.sjrwmd.com.

May 06, 2016

Rich Steiger
Orange County Facilities Management Division
2010 E Michigan St
Orlando, FL 32806-4941

SUBJECT: 27606-6
Bithlo Neighborhood Center for Children and Families

Dear Sir/Madam:

Enclosed is your individual permit issued by the St. Johns River Water Management District on May 06, 2016. This permit is a legal document and should be kept with your other important documents. Permit issuance does not relieve you from the responsibility of obtaining any necessary permits from any federal, state, or local agencies for your project.

Technical Staff Report:

If you wish to review a copy of the Technical Staff Report (TSR) that provides the District's staff analysis of your permit application, you may view the TSR by going to the Permitting section of the District's website at floridaswater.com/permitting. Using the "search applications and permits" feature, you can use your permit number or project name to find information about the permit. When you see the results of your search, click on the permit number and then on the TSR folder.

Noticing Your Permit:

For noticing instructions, please refer to the noticing materials in this package regarding closing the point of entry for someone to challenge the issuance of your permit. Please note that if a timely petition for administrative hearing is filed, your permit will become nonfinal and any activities that you choose to undertake pursuant to your permit will be at your own risk.

Compliance with Permit Conditions:

To submit your required permit compliance information, go to the District's website at floridaswater.com/permitting. Under the "Apply for a permit or submit compliance data" section, click to sign-in to your existing account or to create a new account. Select the "Compliance Submittal" tab, enter your permit number, and select "No Specific Date" for the Compliance Due Date Range. You will then be able to view all the compliance submittal requirements for your project. Select the compliance item that you are ready to submit and then attach the appropriate information or form. The forms to comply with your permit conditions are available at floridaswater.com/permitting under the section "Handbooks, forms, fees, final orders". Click on forms to view all permit compliance forms, then scroll to the ERP application forms section and select the applicable compliance forms. Alternatively, if you have difficulty finding forms or need

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COCOA

copies of the appropriate forms, please contact the Bureau of Regulatory Support at (386) 329-4570.

Transferring Your Permit:

Your permit requires you to notify the District within 30 days of any change in ownership or control of the project or activity covered by the permit, or within 30 days of any change in ownership or control of the real property on which the permitted project or activity is located or occurs. You will need to provide the District with the information specified in rule 62-330.340, Florida Administrative Code (F.A.C.). Generally, this will require you to complete and submit Form 62-330.340(1), "Request to Transfer Permit," available at <http://www.floridaswater.com/permitting/permitforms.html>.

Please note that a permittee is liable for compliance with the permit before the permit is transferred. The District, therefore, recommends that you request a permit transfer in advance in accordance with the applicable rules. You are encouraged to contact District staff for assistance with this process.

Thank you and please let us know if you have additional questions. For general questions contact e-permit@sjrwm.com or (386) 329-4570.

Sincerely,



Margaret Daniels, Office Director
Office of Business and Administrative Services
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177-2529
(386) 329-4570

Enclosures: Permit

cc: District Permit File

Consultant: Constance Owens
Tri3 Civil Engineering Design Studio, Inc.
PO Box 520062
Longwood, FL 32752-0062

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Post Office Box 1429
Palatka, Florida 32178-1429

PERMIT NO: 27606-6

DATE ISSUED: May 06, 2016

PROJECT NAME: Bithlo Neighborhood Center for Children and Families

A PERMIT AUTHORIZING:

Minor modification of Permit No. 27606-2 for Bithlo Community Park to include the construction and operation of a 0.91 project known as Bithlo Neighborhood Center for Children and Families as per plans received by the District on April 13, 2016.

LOCATION:

Section(s): 22 Township(s): 22S Range(s): 32E
Orange County

Receiving Water Body:

Name	Class
Econlockhatchee River	III Fresh, OFW

ISSUED TO:

Orange County Facilities Management Division
2010 E Michigan St
Orlando, FL 32806-4941

The permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to the permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes.

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated May 06, 2016

AUTHORIZED BY: St. Johns River Water Management District
Division of Regulatory, Engineering and Environmental Services

By: 

David Dewey
Regulatory Coordinator

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 27606-6
Bithlo Neighborhood Center for Children and Families
DATED May 06, 2016

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the District staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the District a fully executed Form 62-330.350(1), "Construction Commencement Notice," [10-1-13], incorporated by reference herein (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), indicating the expected start and completion dates. A copy of this form may be obtained from the District, as described in subsection 62-330.010(5), F.A.C. If available, an District website that fulfills this notification requirement may be used in lieu of the form.
5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex — "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
 - b. For all other activities — "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
 - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:
 - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
 - b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
8. The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
9. This permit does not:
 - a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 - b. Convey to the permittee or create in the permittee any interest in real property;
 - c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 - d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
11. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
12. The permittee shall notify the District in writing:
 - a. Immediately if any previously submitted information is discovered to be inaccurate; and
 - b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the District will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.
19. This permit for construction will expire five years from the date of issuance.
20. The proposed project must be constructed and operated as per plans and calculations received by the District on April 13, 2016.

Notice Of Rights

1. A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwm.com, within twenty-six (26) days of the District depositing the notice of District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing the notice of District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. The District will not accept a petition sent by facsimile (fax), as explained in paragraph no. 4 below.
2. Please be advised that if you wish to dispute this District decision, mediation may be available and that choosing mediation does not affect your right to an administrative hearing. If you wish to request mediation, you must do so in a timely-filed petition. If all parties, including the District, agree to the details of the mediation procedure, in writing, within 10 days after the time period stated in the announcement for election of an administrative remedy under Sections 120.569 and 120.57, Florida Statutes, the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, shall be tolled to allow mediation of the disputed District decision. The mediation must be concluded within 60 days of the date of the parties' written agreement, or such other timeframe agreed to by the parties in writing. Any mediation agreement must include provisions for selecting a mediator, a statement that each party shall be responsible for paying its pro-rata share of the costs and fees associated with mediation, and the mediating parties' understanding regarding the confidentiality of discussions and documents introduced during mediation. If mediation results in settlement of the administrative dispute, the District will enter a final order consistent with the settlement agreement. If mediation terminates without settlement of the dispute, the District will notify all the parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Florida Statutes, is resumed. Even if a party chooses not to engage in formal mediation, or if formal mediation does not result in a settlement agreement, the District will remain willing to engage in informal settlement discussions.
3. A person whose substantial interests are or may be affected has the right to an informal administrative hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must also comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.

Notice Of Rights

4. A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8:00 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at floridaswater.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile is prohibited and shall not constitute filing.
5. Failure to file a petition for an administrative hearing within the requisite timeframe shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, Florida Administrative Code).
6. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. A person whose substantial interests are or may be affected by the District's final action has the right to become a party to the proceeding, in accordance with the requirements set forth above.
7. Pursuant to Section 120.68, Florida Statutes, a party to the proceeding before the District who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.
8. A District action is considered rendered, as referred to in paragraph no. 7 above, after it is signed on behalf of the District and filed by the District Clerk.
9. Failure to observe the relevant timeframes for filing a petition for judicial review as described in paragraph no. 7 above will result in waiver of that right to review.

Notice Of Rights

Certificate of Service

I HEREBY CERTIFY that a copy of the foregoing Notice of Rights has been sent to the permittee:

Rich Steiger
Orange County Facilities Management Division
2010 E Michigan St
Orlando, FL 32806-4941

This 6th day of May, 2016.



Margaret Daniels, Office Director
Office of Business and Administrative Services
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177-2529
(386) 329-4570

Permit Number: 27606-6

NOTICING INFORMATION

Dear Permittee:

Please be advised that the St. Johns River Water Management District will not publish a notice in the newspaper advising the public that it has issued a permit for this project.

Newspaper publication, using the District's notice form, notifies members of the public of their right to challenge the issuance of the permit. If proper notice is given by newspaper publication, then there is a 21-day time limit for someone to file a petition for an administrative hearing to challenge the issuance of the permit.

To close the point of entry for filing a petition, you may publish (at your own expense) a one-time notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.011 of the Florida Statutes. If you do not publish a newspaper notice to close the point of entry, the time to challenge the issuance of your permit will not expire and someone could file a petition even after your project is constructed.

A copy of the notice form and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit of publication. In that event, it is important that you either submit a scanned copy of the affidavit by emailing it to compliancesupport@sjrwmd.com (preferred method) or send a copy of the original affidavit to:

Margaret Daniels, Office Director
Office of Business and Administrative Services
4049 Reid Street
Palatka, FL 32177

If you have any questions, please contact the Office of Business and Administrative Services at (386) 329-4570.

Sincerely,



Margaret Daniels, Office Director
Office of Business and Administrative Services

NOTICE OF AGENCY ACTION TAKEN BY THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Notice is given that the following permit was issued on _____:

(Name and address of applicant) _____
permit# _____. The project is located in _____ County, Section
_____, Township _____ South, Range _____ East. The permit authorizes a surface
water management system on _____ acres for
_____ known as
_____. The receiving water body is _____.

A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code (F.A.C.), the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P.O. Box 1429, Palatka FL 32178-1429 (4049 Reid St, Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmnd.com, within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes (F.S.), and Chapter 28-106, F.A.C. The District will not accept a petition sent by facsimile (fax). Mediation pursuant to Section 120.573, F.S., may be available and choosing mediation does not affect your right to an administrative hearing.

A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8 a.m. – 5 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at floridaswater.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile (fax) is prohibited and shall not constitute filing.

The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. **Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, F.A.C.)**

If you wish to do so, please visit http://floridaswater.com/nor_dec/ to read the complete Notice of Rights to determine any legal rights you may have concerning the District's decision(s) on the permit application(s) described above. You can also request the Notice of Rights by contacting the Director of Regulatory Support, 4049 Reid St., Palatka, FL 32177-2529, tele. no. (386)329-4570.

NEWSPAPER ADVERTISING

ALACHUA

The Alachua County Record, Legal Advertising
P. O. Box 806
Gainesville, FL 32602
352-377-2444/ fax 352-338-1986

BRAFORD

Bradford County Telegraph, Legal Advertising
P. O. Drawer A
Starke, FL 32901
904-964-6305/ fax 904-964-8628

CLAY

Clay Today, Legal Advertising
1560 Kinsley Ave., Suite 1
Orange Park, FL 32073
904-264-3200/ fax 904-264-3285

FLAGLER

Flagler Tribune, c/o News Journal
P. O. Box 2831
Daytona Beach, FL 32120-2831
386-681-2322

LAKE

Daily Commercial, Legal Advertising
P. O. Drawer 490007
Leesburg, FL 34749
352-365-8235/fax 352-365-1951

NASSAU

News-Leader, Legal Advertising
P. O. Box 766
Fernandina Beach, FL 32035
904-261-3696/fax 904-261-3698

ORANGE

Sentinel Communications, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

PUTNAM

Palatka Daily News, Legal Advertising
P. O. Box 777
Palatka, FL 32178
386-312-5200/ fax 386-312-5209

SEMINOLE

Seminole Herald, Legal Advertising
300 North French Avenue
Sanford, FL 32771
407-323-9408

BAKER

Baker County Press, Legal Advertising
P. O. Box 598
MacLenny, FL 32063
904-259-2400/ fax 904-259-6502

BREVARD

Florida Today, Legal Advertising
P. O. Box 419000
Melbourne, FL 32941-9000
321-242-3832/ fax 321-242-6618

DUVAL

Daily Record, Legal Advertising
P. O. Box 1769
Jacksonville, FL 32201
904-356-2466 / fax 904-353-2628

INDIAN RIVER

Vero Beach Press Journal, Legal Advertising
P. O. Box 1268
Vero Beach, FL 32961-1268
772-221-4282/ fax 772-978-2340

MARION

Ocala Star Banner, Legal Advertising
2121 SW 19th Avenue Road
Ocala, FL 34474
352-867-4010/fax 352-867-4126

OKEECHOBEE

Okeechobee News, Legal Advertising
P. O. Box 639
Okeechobee, FL 34973-0639
863-763-3134/fax 863-763-5901

OSCEOLA

Little Sentinel, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

ST. JOHNS

St. Augustine Record, Legal Advertising
P. O. Box 1630
St. Augustine, FL 32085
904-819-3436

VOLUSIA

News Journal Corporation, Legal Advertising
P. O. Box 2831
Daytona Beach, FL 32120-2831
(386) 681-2322