

**REQUEST FOR PROPOSALS**

**FOR**

**Window Restoration Services**

**RFP No. 08-03- OLYMPIA BUILDING WINDOW RESTORATION SERVICES**



Contracting Officer: Arthur Noriega, V.

Chief Executive Officer

Telephone: (305) 373-6789

**SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW**

**NO LATER THAN**

**DECEMBER 19, 2008 at 2:00 PM (Local Time)**

**Miami Parking Authority**

**Procurement Department**

**190 N.E. 3<sup>rd</sup> Street**

**Miami, FL 33132**

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO MIAMI PARKING AUTHORITY ON OR BEFORE THE STATED TIME AND DATE IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE CONTRACTOR. MIAMI PARKING AUTHORITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE.

MIAMI PARKING AUTHORITY IS AN EQUAL OPPORTUNITY EMPLOYER AND DOES NOT DISCRIMINATE BASED ON AGE, GENDER, RACE OR DISABILITY.

**PROJECT MANUAL**  
**For**  
**OLYMPIA BUILDING**  
**WINDOW RESTORATION**

**174 East Flagler Street**  
**Miami, Florida 33131**  
**THE CITY OF MIAMI**  
**DEPARTMENT OF OFF-STREET PARKING**  
**MIAMI, FLORIDA**

**RJHA PROJECT No. 08-3301**

**RJ HEISENBOTTLE ARCHITECTS, P.A.**

**2199 Ponce De Leon Blvd.**

**Suite 400**

**Coral Gables, Florida 33134**

**Telephone: 305-446-7799**

**Fax: 305-446-9275**

**Florida Registration Number AR 0010865**

**PROJECT MANUAL**

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**FOR**

**OLYMPIA BUILDING**

**WINDOW RESTORATION**

**R.J. HEISENBOTTLE ARCHITECTS, P.A.**

**RJHA PROJECT NO. 08-3301**

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**ADVERTISEMENT FOR BIDS**

FOR: Olympia Building  
Window Restoration  
174 E. Flagler Street  
Miami, Florida 33131

Sealed proposals will be received by the City of Miami, Department of Offstreet Parking for the Project listed herein, until **2:00 P.M.** local time, **December 19th, 2008**, at the Office of the City of Miami Department of Off-Street Parking, 190 N.E. Third Street, Miami, FL 33132; Att: Mr. Arthur V. Noriega, Chief Executive Officer, at which place and time the said Bids will be publicly opened and read and tabulated by authorized representative of the Owner. The Owner will thereafter make the Award of the Contract based upon the result of tabulations as covered by applicable laws and regulations.

In general the work comprises:

**BASE BID:** The Work of this Contract comprises the historic window restoration of the Olympia Building East and North Façade as indicated in the drawings and project manual. This includes the restoration of all window frames and trim, new sash replacement, new glazing, new brick molding, painting and interior plaster and trim repair as required. Work also includes the replacement of all loose and/or damaged Terra Cotta tile, new to match original. Work must be accomplished in accordance with the time allocated in the Bid Form.

A Stipulated Sum Base Bid is required for the complete work. The Drawings and Project Manual were prepared by:

R.J. Heisenbottle Architects, P.A.,  
2199 Ponce de Leon Blvd., Suite 400  
Coral Gables, Florida 33134

Prime Bidders may obtain two sets of Drawings and Project Manuals from the Miami Parking Authority 190 N.E 3<sup>rd</sup> Street Miami, Fl 33132, on **November 24, 2008** at **2:00 P.M.**,

Prime Bidders must have a demonstrated history of experience in similar Historic Preservation and Theater Arts Projects.

Prime Bidders are to submit as part of their bid, a AIA Document A-305 "Contractor Qualification Statement", edition 1986, illustrating the bidder's previous related work experience within the past five years. Bidder's Historical Restoration projects are to be of similar size and scope of this project.

A refundable \$ 100.00 check or money order, payable to City of Miami Dept. of Offstreet Parking Authority is required for each set of Bid Documents as security for their return in undamaged condition to Architect's Office within 10 days after bid opening. A bid security in the amount of 5% of the Bid must accompany each bid in accord with the Instructions to Bidders.

The Owner reserves the right to waive any informalities in, or to reject any or all bids. Bids from any person, firm, or corporation in default upon any agreement with the Owner will be rejected.

Legal Adv. to Run: **November 23, <sup>rd</sup> 2008**

One (1) original, five (5) copies, and one copy on CD-ROM in PDF Format of the completed and executed Submission must be delivered to the administrative office of Miami Parking Authority, 190 N.E. 3<sup>rd</sup> Street, Miami, Florida 33132 **no later than December 19, 2008 by 2:00 p.m.** Submissions received past such deadline and/or submitted to any other location or office shall be deemed not responsive and summarily rejected. The Executive Officer and/or the Board reserves the right to accept any Submission deemed to be in the best interest of Miami Parking Authority, to waive any technicalities or irregularities in any Submission and/or to reject any and/or all Submissions and to re-advertise for new Submissions.

This RFP may be subject to the City's "Cone of Silence" in accordance with **Section 18-74 of the City's Ordinance No. 12271**. Any request for additional information or clarification **must** be received in writing **no later than 5:00 p.m., December 11, 2008**. Respondents may fax or mail their requests to the attention of Trecia Demby, Procurement Manager, 190 N.E. 3<sup>rd</sup> Street, Miami, Florida 33132. The facsimile number is (305) 371-9451; email is: [tdemby@miamiparking.com](mailto:tdemby@miamiparking.com)

A **Pre-Bid Submission Mandatory Conference** is scheduled on **December 9, 2008 at 2:00 PM (EDT)** at the following address: Miami Parking Authority, 190 NE Third Street, Miami, FL 33132. Interested firms/individuals who missed the opportunity to attend the Pre-RFP conference are responsible for visiting MPA's website or contacting Trecia Demby to obtain and/or download crucial information pertaining to the RFP.

Arthur V. Noriega

Chief Executive Officer

## **DOCUMENT 00100**

### **INSTRUCTIONS TO BIDDERS**

"The Instructions to Bidders", A.I.A. Document A701, 15<sup>th</sup> edition (1997 Edition) as published by the American Institute of Architects, is hereby made a part of these specifications to the same extent as if bound in their entirety herein.

**DOCUMENT 00300**

**BID FORM**

TO: Mr. Arthur Noriega  
Chief Executive Officer  
City of Miami  
Department of Off-Street Parking  
  
190 N.E. Third Street  
  
Miami, Florida 33132

BID DIVISION: \_\_\_\_\_

BIDDER: \_\_\_\_\_

BID DATE \_\_\_\_\_

Project: **Window Restoration**

Olympia Building  
174 E, Flagler Street  
Miami , Florida 33131  
  
RJHA Project No. 08-3301

Having studied the Drawings and Project Manual prepared by R. J. Heisenbottle Architects, P.A. and having examined the Project Site, we propose to construct the Work of this Project according to the Contract Documents and the following Addenda, which we have received:

Addendum	Dated	Addendum	Dated
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

for the following Lump Sum: \_\_\_\_\_

(Words)

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_),

(Figures)

- A. Bidder further declares that he/she has examined the site of the work and has become thoroughly familiar with all conditions pertaining to the places where the work is to be done; that he/she has examined the Plans and Specifications for the work and contractual documents relative thereto, and has read all special provisions furnished prior to the submission of bids; that he/she has been satisfied relative to the work to be performed.
  
- B. Bidder further proposes and agrees to Substantially Complete all Base Bid work within 540 calendar days after receiving Notice to Proceed.
  
- C. The BASE BID shall include an allowance of \$50,000.00 for Terra Cotta tile replacement.
  
- D. We will order all necessary equipment immediately upon receipt of Notice to Proceed. We will substantially complete the work within 180 calendar days of the Notice to Proceed date. Liquid Damages, stipulated in the Contract for Construction will be assessed for each day Substantial Completion of the work is delayed. The amount of Liquidated Damages is set at \$250.00 per day.

#### LIST OF SUBCONTRACTORS

Bidder agrees to employ as subcontractors those firms listed on a fully completed Document 00430, List of Subcontractors Form, bound herein, which is submitted with this Bid.

We attach bid security in the form of a security bond or a certified check in the amount of at least (5%) five percent of the Bid Sum.

If notified of acceptance of this Bid within 30 days of submission, we agree to obtain a performance Bond and Labor & Material Payment Bond and to execute a contract for the work within 7 days of receipt of Notice to proceed

Our firm's business status is:

- Individual
- Partnership
- Corporation

Firm Name \_\_\_\_\_

Address \_\_\_\_\_

License No. \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

Name Typed \_\_\_\_\_

Seal

(If a Corporation)

## DOCUMENT 00120

### SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

The following supplements modify, change, delete from or add to "The Instructions to Bidders", A.I.A. Document A701,15<sup>th</sup> edition (1997 Edition). Where any Article of the Instructions to Bidders is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplementary Instructions to Bidders, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

#### ARTICLE 1 DEFINITIONS:

"1.7 Omitted."

#### ARTICLE 4 BIDDING PROCEDURE:

"4.1.6 Omitted."

#### ARTICLE 9 SUPPLEMENTARY INSTRUCTIONS

##### 9.1 BIDDING PROCEDURE:

Submit two copies of the bid.

##### 9.2 SUBCONTRACTOR'S LIST

Submit two copies of properly filled out "Subcontractor's List" Form enclosed with Bid.

##### 9.3 BID SECURITY:

Form and amount stipulated on Advertisement for Bids Document 00030.

##### 9.4 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND:

Furnish bonds written on AIA Document A311a.

9.5 LICENSES: As a prerequisite to submission of a bid, Bidder shall hold a valid Certificate of Competency, in appropriate trade required for the work, issued by appropriate examining board of Metropolitan Dade County. Bidder shall submit a copy of said Certificate of Competency with his bid.

9.5.1 As a prerequisite to signing of a Contract, Bidder and all Bidder's listed subcontractors shall hold a current County Municipal Occupational License as issued by Metropolitan Dade County for performance of work in City of Miami.

9.5.2 All Bidders shall investigate necessity of compliance with requirements of Florida Construction Industry Licensing Board, which fixes registration and certification procedures by State of Florida.

9.6 ONE PROPOSAL: Only one Proposal, in duplicate originals, from an individual firm, partnership or corporation under the same or different names will be considered. If it is believed that a Bidder is interested in more than one Proposal for the work involved, all Proposals in which such a bidder is interested will be rejected.

## 9.7 BID SECURITY

9.7.1 If a Bid Bond is furnished, it shall be on AIA Document A310 form provided and signed by a licensed agent of State of Florida as Attorney-in-Face for company writing same, and written by a properly licensed insurance agent located in Dade County. A Bid Bond must be accompanied by an affidavit, executed by a qualified officer of company tendering such bond or by Attorney-in-Fact of such company, setting forth the amount of capital and the amount of surplus held by said surety company as of last published report. Attorney-in-Fact, or other officer who signs a Bid Bond for a surety company, must file with such Bond, a copy of power of attorney authorizing officer to do so. Address and telephone number of local representative of surety company furnishing Bid Bond shall be inscribed on certificate furnished to the Department.

9.7.2 The Department reserves right to reject any and all surety tendered to the Department. Certified checks will be returned within ten (10) days after the Department and accepted Bidder have executed a written contract and accepted Bidder has filed an acceptable Performance Bond and Payment Bond. If sixty (60) days have passed after date of formal opening of bids, and no contract has been awarded, Certified Checks of all Bidders will be returned on demand.

9.8 BID SECURITY FORFEITED LIQUIDATED DAMAGES: Failure to execute a Contract and file an acceptable Performance Bond and Payment Bond, as provided herein, within ten (10) days after written notice of award has been given, shall be just cause for annulment of award and forfeiture of Bid Security to the Department, which forfeiture shall be considered, not a penalty, but in mitigation of damages sustained. Award may then be made to next lowest responsible Bidder or all bids may be rejected.

- 9.9 **WITHDRAWAL OF BID:** Any Bid may be withdrawn prior to time scheduled in Advertisement for bids for opening thereof. A Bid may also be withdrawn if sixty (60) days have passed after the date of opening the Bids provided that a Resolution accepting said Bid has not been adopted by the Department.
- 9.10 **AWARD OF CONTRACT:** Written notice will be given to lowest responsible Bidder, upon acceptance of Contractor's Bid and award of Contract to Contractor.
- 9.10.1 If Bidder to whom Contract is awarded forfeits Bidder's Bid Security, and award of Contract is annulled, Owner may then award Contract to next lowest responsible Bidder, or the work may be re-advertised, or may be constructed by day labor, as Owner decides.
- 9.11 **INTERPRETATION OF CONTRACT DOCUMENTS:** Each Bidder shall thoroughly examine Contract Documents, and judge for themselves all matters relating to location and character of proposed work. If Bidder should be of opinion that meaning of any part of Contract Documents is doubtful or obscure, or that the Plans contain errors or reflect omissions, Bidder should report such opinion or opinions to Architect, at least five (5) days before date for formal opening of bids, in order that appropriate addenda may be issued by Architect, if necessary, to all prospective bidders before bids are filed with the Owner. Architect will not be responsible for oral interpretation given either by Architect or a member of staff, issuance of a written addendum being only official method whereby such an interpretation will be given.
- 9.12 **PRE-BID CONFERENCE:** There will be a **Pre-Bid Conference** at the Site, on **December 9, 2008, at 2:00 PM, local time.** Bidders are strongly urged to attend.
- 9.13 **OATH OF ALLEGIANCE:** Ordinance No. 4980 requires successful Bidder to execute an Oath of Allegiance to United States of America before a Contract can be executed.
- 9.14 **EQUAL EMPLOYMENT OPPORTUNITY:** Bidders are required to submit to the Department proof and supporting documentation in such form and in such manner as the Department may require, evidencing that Bidder does not discriminate against person on basis of race, color, creed, sex, age or nationality, in employment, including upgrading, demotion, recruiting, transfer, layoff, termination, pay raise or advertisement for employment of persons.

9.14.1 Included in such documentation shall be a listing of minority persons, including Women, Black American, Spanish surnamed individuals and American Indians, who may be presently employed, along with job classification of these minority individuals.

9.14.2 The Bidder shall, additionally provide to the Department an affirmative action program developed and designed to increase minority participation in its employment program, and further designed to include minority persons in all facets of Bidder's operation.

9.14.3 The foregoing information shall be considered significant in The Department's determination of most qualified Bidder.

#### 9.15 RESOLUTION OF PROTESTS:

9.15.1 Right to Protest. Any actual or prospective contractual party who feels aggrieved in connection with the solicitation of award of a contract may protest to the Executive Director. The protest shall be submitted in writing within seven (7) days after such aggrieved party knows or should have known the facts giving rise to the action complained of.

9.15.2 Authority to resolve protests. The Executive Director shall have the authority to settle and resolve a protest of any aggrieved actual or prospective contractual party concerning the solicitation or award of the Contract in question.

9.15.3 Compliance with time requirements. Failure of an aggrieved party to submit a protest within the time provided in subsection (9.15.1), above, shall constitute a forfeiture of such party's right to complain and shall bar any legal action therefore by such party. Failure by the Executive Director to comply with the time requirements provided in subsection 9.15.2 shall entitle the aggrieved party, at its option, to bypass the provisions of this section and to institute legal action immediately.

**DOCUMENT 00710**

**GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**

"The General Conditions of the Contract for Construction", A.I.A. Document A201, (Fifteenth Edition, 1997) as published by the American Institute of Architects, is hereby made a part of these specifications to the same extent as if bound in their entirety herein.

## DOCUMENT 00800

### SUPPLEMENTARY CONDITIONS

The following supplements modify the "General Conditions of the Contract for Construction", AIA Document A201, Fifteenth Edition, 1997. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered provisions of The General Conditions shall remain in effect.

#### ARTICLE I GENERAL PROVISIONS

##### 1.1 BASIC DEFINITIONS

###### 1.1.1 The Contract Documents

1.1.1.1 The form of Agreement will be AIA Document A101-87, "Standard Form of Agreement Between Owner and Contractor where the Basis of Payment is a Stipulated Sum".

1.1.1.2 The Drawings for the Work are enumerated on the drawing cover sheet.

1.1.1.3 The Specifications are listed in the Table of Contents by Divisions and Sections of related groups in accordance with the "Masterformat" of the Construction Specifications Institute, Inc.

1.1.8 PUNCH LIST is a compilation of items on substantial completion date requiring further Work by the Contractor before Architect's final acceptance will be forthcoming.

1.1.9 PROVIDE, as used herein, means to furnish and install materials and equipment, together with all incidentals, for a complete and ready to use item or system.

1.1.10 OWNER, as used in the Documents is the City of Miami. The Authorized representative of Owner is The Department of Offstreet Parking, also referred to as "The Department".

## 1.2 Execution, Correlation and Intent

1.2.3 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

1. The Agreement.
2. Addenda, with those of later date having precedence over those of earlier date.
  3. The Supplementary Conditions.
  4. The General Conditions of the Contract for Construction.
  5. Drawings and Specifications.

In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation.

## ARTICLE 3 - CONTRACTOR

### 3.4 Labor and Materials

3.4.3 After the Contract has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 1 of the Specifications).

3.4.4 By making request for substitutions based on Subparagraphs 3.4.3 above, the Contractor:

1. represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- .2 represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
- .3 certifies that the cost data presented is complete and includes all related costs under the Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
4. will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

## ARTICLE 5 - SUBCONTRACTORS

5.2 Award of Subcontracts and Other Contracts for Portions of the Work

5.2.1 The Contractor shall submit in writing with his bid the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the work. The Architect will promptly reply to the successful bidder in writing stating whether or not the Owner or the Architect, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Architect to reply promptly shall constitute notice of no reasonable objection.

## ARTICLE 7 CHANGES IN THE WORK

7.2 Change Orders

7.2.3 Change Orders will be preceded by a Change Proposal Request initiated by the Architect. Contractor shall provide prices and itemized cost breakdown within seven days.

### 7.3 Construction Change Directives

7.3.6 "An allowance for overhead and profit in accordance with Clauses 7.3.10 and 7.3.10.6 below."

7.3.10 In subparagraph 7.3.6, the allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:

1. For the Contractor, for Work performed by the Contractor's own forces, ten percent of the cost.
2. For the Contractor, for Work performed by his Contractor's Subcontractor, ten percent of the amount due the Subcontractor.
3. For each Subcontractor or Sub-subcontractor involved, for any Work performed by that subcontractor's or subcontractor's own forces, ten percent of the cost.
4. For each Subcontractor, for Work performed by Sub-subcontractor's Subcontractor, five percent of the amount due the Sub-subcontractor.
5. Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.6.
6. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are subcontracts, they shall be itemized also. In no case will a change involving over \$1,000.00 be accepted without such itemization.

## ARTICLE 9 PAYMENTS AND COMPLETION

### 9.3 Application for Payment

9.3.1 The form of Application of Payment shall be a notarized AIA Document G702, Application and Certification for Payment, supported AIA Document G703, Continuation Sheet.

9.3.1.3 Until Substantial Completion, the Owner shall pay 90% of the amount due the Contractor on account of progress payments.

### 9.10 Final Completion and Final Payment

9.10.5 Final releases of liens are required from Contractor, subcontractors, material suppliers and all who have sent notices to Owner as required by Florida Mechanic's Lien Law. One copy is sufficient and shall be notarized. All releases shall be in hands of Owner prior to final payment. Before final payment, Contractor shall furnish Owner an affidavit on final payment, stating, if it is the fact, that all lienors have been paid in full or, if it is not the fact, showing name of each lienor who has not been paid in full and amount due or to become due each for labor, services or materials furnished. Release of lien forms shall include, or have attached, the following statement: "The undersigned certifies that all taxes imposed by Florida Statutes as well as all applicable federal and local taxes have been paid and discharged."

9.10.6 Audit Rights: The Owner retains the right to audit the Contractor's records pertaining to all work performed, including work on a cost-plus basis, as well as work performed under lump-sum change orders, such rights being retained for a period of one year after acceptance of the work by the Owner, provided that said audit rights shall not apply to lump-sum changes after payment has been made by the Owner for said changes.

### 9.11 Liquidated Damages

9.11.1 The Contractor and the Contractor's surety, if any, shall be liable for and shall pay the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay until the Work is substantially complete: One Thousand Dollars (\$1000.00). Inasmuch as

damages arising from failure to complete cannot be calculated with any degree of certainty, the above sum is agreed by both parties as a measure of liquidated damages to the Owner and is not a penalty.

## ARTICLE II INSURANCE AND BONDS

### 11.1 Contractor's Liability Insurance

11.1.1.8 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. Premises Operations (including X, C and U coverage as applicable).
2. Independent Contractor's Protective.
3. Products and Completed Operations.
4. Personal Injury Liability with Employment Exclusion deleted.
5. Contractual, including specified provision for Contractor's obligation under Paragraph 3.18.
6. Owned, non-owned and hired motor vehicles.
7. Broad form Property Damage including Completed Operations.

11.1.1.9 If the General Liability coverage are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or retroactive date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverage required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.

11.1.2.1 The insurance required by subparagraph 11.1.1 shall be written for not less than the following, or greater if required by law:

**INSURANCE REQUIREMENTS**  
**“CONSTRUCTION CONTRACTS”**

**I. Commercial General Liability (*Primary & Non Contributory*)**

Limits of Liability

Bodily Injury and Property Damage Liability

Each Occurrence \$1,000,000

General Aggregate Limit \$ 2,000,000

Products/Completed Operations \$ 1,000,000

Personal and Advertising Injury \$1,000,000

Endorsements Required

City of Miami included as an additional insured (*CG 2010 11/85*)

DOSP d/b/a Miami Parking Authority as an additional insured

Contingent Liability (Independent Contractors Coverage)

Contractual Liability

Waiver of Subrogation

Premises & Operations Liability

Explosion, Collapse and Underground Hazard

Loading and Unloading

## **Business Automobile Liability**

### Limits of Liability

Bodily Injury and Property Damage Liability

Combined Single Limit

Any Auto/Owned Autos/Scheduled

Including Hired, Borrowed or Non-Owned Autos

Any One Accident \$ 1,000,000

### Endorsements Required

City of Miami included as an additional insured

Employees as insureds

DOSP d/b/a Miami Parking Authority as an additional insured

## **Worker's Compensation**

Limits of Liability

Statutory-State of Florida

Waiver of subrogation

## **IV. Employer's Liability**

### A. Limits of Liability

\$1,000,000 for bodily injury caused by an accident, each accident.

\$1,000,000 for bodily injury caused by disease, each employee

\$1,000,000 for bodily injury caused by disease, policy limit

**Umbrella Policy/Excess Liability (*Excess Following Form/True Excess Following Form/True Umbrella*)**

A. Limits of Liability  
Bodily Injury and Property Damage Liability

Each Occurrence \$1,000,000

Aggregate \$1,000,000

B. Endorsements Required

City of Miami listed as an additional insured

DOSP d/b/a Miami Parking Authority as an additional insured

Increased limits to General Liability, Auto and Employer's Liability

Coverage

VII. **Owners & Contractor's Protective**

Each Occurrence \$1,000,000

General Aggregate \$1,000,000

VIII. **Payment and Performance Bond** \$ 1.5Million

City of Miami & DOSP d/b/a Miami Parking Authority included as dual Obligees

VIII. **Builders' Risk (If applicable)**

Causes of Loss: All Risk-Specific Coverage Project Location

Valuation: Replacement Cost

Deductible: \$2,500 All other Perils

5% maximum on Wind

City of Miami included as an additional insured

DOSP d/b/a Miami Parking Authority as an additional insured

A. Limit/Value at Location or Site \$ 1.5 Million

B. Coverage Extensions:

- Materials, supplies and similar property owned by others for which you are responsible.
- Full coverage up to policy limits for equipment breakdown.
- Temporary storage/transit coverage.
- Full coverage up to policy limits for site preparation, re-excavation, re-preparation and re-grade in the event of a loss.
- Fences, scaffolding, construction forms coverage and signs
- Valuable papers coverage for blueprints, site plans and similar documents.
- Trees, shrubs, sod, plants while at premises.
- Flood, including inundation, rain, seepage and water damage.
- Earthquake
- Business Interruption
- Subsidence
- New ordinance or law; reimbursement for any resulting loss of value to the undamaged portion, and required demolition expenses, including construction necessary to repair, rebuild or re-construct damaged parts.
- Escalation clause in the event of a total loss up to 5% of policy limit.
- Temporary structures, cribbing and false work built or erected at construction site.
- Unintentional errors and omissions in reporting clause
- Full coverage up to policy limits for testing including physical loss caused by pneumatic and hydrostatic testing.
- Debris Removal.
  - (c) Products and Completed Operations to be maintained for 1 year after final payment.

**The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer not less than (30) days prior to any such cancellation or material change.**

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

The company must be rated no less than “A” as to management, and no less than “Class V” as to Financial Strength, by the latest edition of Best’s Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

If this insurance is written on the Comprehensive general Liability policy form, the Certificates shall be AIA Document G705, Certificate of Insurance. If this insurance is written on a Commercial General Liability policy form, ACORD Form 25S will be acceptable.

11.3.1.1 the form of policy for this coverage shall be Completed Value.

#### 11.4 Performance Bond and Payment Bond

11.4.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to 100% of the Contract Sum.

11.4.1.1 The Contractor shall deliver the required bonds to the Owner not later than three days following the date of the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

11.4.1.2 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

**00821**

**EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS**

The following listed City Ordinances and City Resolution apply to this Project:

1. Ordinance No. 10032
2. Ordinance No. 10062
3. Ordinance No. 10538
4. Resolution No. 75-673
5. Resolution No. 86-983
6. Resolution No. 87-915

A copy of the Ordinances and Resolution are included.

## **SECTION 01010**

### **SUMMARY OF WORK**

#### **PART 1 GENERAL**

##### **1.01 WORK COVERED BY CONTRACT DOCUMENTS**

- A. The Work of this Contract is for the OLYMPIA BUILDING, located at 174 East Flagler Street, Miami, Florida for the Department of Off-Street Parking, City of Miami, 190 N.E. Third Street, Miami, Florida 33132.
  
- B. The Work comprises the historic window restoration of the Olympus Building East and North Façade as indicated in the drawings and project manual. This includes the restoration of all window frames and trim, new sash replacement, new glazing, new brick molding, painting and interior plaster and trim repair as required. Work also includes the replacement of all loose and/or damaged Terra Cotta tile, new to match original, as previously described in the Advertisement for Bids, Specification Section 00030 of these Specifications.

##### **1.02 RELATED REQUIREMENTS**

- A. Construct the Work under a single fixed-price contract.

##### **1.03 CONTRACTOR'S USE OF PREMISES**

- A. Contractor shall not have complete and exclusive use of the premises work areas for execution of the Work. Contractor to coordinate his construction activities with the Owner's & Building Tenants, as required.
  
- B. Contractor shall limit his use of remainder of premises for Work and for access and storage, to allow for Owner occupancy.

- C. Coordinate use of premises under direction of Owner and coordinate the Work within tenant areas with Owner and tenant.
- D. Assume full responsibility for the protection and safekeeping of Products under this Contract, stored on site.
- E. Move any stored Products, under Contractor's control, which interfere with operations of Owner, or tenant, or other contractor.
- F. Owner will not schedule theatre use within construction start and stop dates stated in Bid Form.
- G. Obtain and pay for the use of additional storage or work areas needed for operations.

**SECTION 01023**  
**CONTINGENCY ALLOWANCE**

**PART 1 GENERAL**

**1.01 RELATED DOCUMENT**

- A. Contractor shall include following Contingency Allowance sum in lump sum Price Bid for project on Form of Bid.

**PART 2 CONTINGENCY ALLOWANCE**

- A. The sum of \$ 50,000.00 shall be included in lump sum Price Bid to cover cost of labor and materials associated the Terra Cotta Tile replacement.
  
- B. When work is to be charged against the Contingency Allowance, as approved in writing by Architect and Owner's Representative, Contractor will be paid for such work in accordance with applicable provisions of General Conditions.

**PART 3 ADJUSTMENTS**

**3.01 IF THE COSTS**, when determined, are more or less than allowance specified above, Contract sum will be adjusted accordingly by Change Order.

**3.02 EXCESS FUNDS REMAINING** in Contingency Allowance at completion of project shall be credited to Owner.

**SECTION 01200**  
**PROJECT MEETINGS**

**PART 1 - GENERAL**

**1.01 MEETINGS GENERALLY**

A. Contractor shall conduct a preconstruction meeting within 7 days of Notice to Proceed, and shall conduct progress meetings, and special meetings throughout the progress of the Work, to which the Architect, and Owner shall be invited. Contractor shall:

1. Prepare a list of subjects of interest to Contractor for meetings.
2. Distribute written notice of special meetings and any change in regular meeting date at least four days in advance.
3. Make physical arrangements for meetings. Preconstruction meeting shall be held at a location to be determined and announced after the award of the Bid and Notice to Proceed.
4. Record minutes; include all significant proceedings and decisions.
5. Reproduce and distribute copies of minutes within three days after each meeting.
  - a. To all participants in meeting and to all parties affected by decisions made at meeting.
  - b. Furnish three copies of minutes to Architect.

- B. Architect will set scope and order of Agenda and will preside at meetings.
  
- C. Representatives of Contractor, subcontractors and suppliers attending meetings shall be qualified and authorized to act on behalf of party each represents.

## 1.02 PRECONSTRUCTION MEETING

- A. Attendance:
  - 1. Owner's Representative.
  - 2. Architect's Representative
  - 3. Resident Project Representative (if any).
  - 4. Contractor's Superintendents.
  - 5. Major Subcontractors.
  - 6. Major Suppliers.
  - 7. Other as appropriate.
  
- B. Suggested List of Agenda:
  - 1. Distribution and discussion of:
    - a. List of major subcontractors and suppliers.
    - b. Projected Construction Schedules.
  
  - 2. Critical work sequencing.
  
  - 3. Major equipment deliveries and priorities.

4. Project Coordination:
  - a. Designation of responsible personnel.
  
5. Procedures and processing of:
  - a. Field decisions.
  - b. Proposal requests.
  - c. Submittals.
  - d. Change Orders.
  - e. Application for Payment.
  
6. Adequacy of distribution of Contract Documents.
  
  
7. Procedures for maintaining Record Documents.
  
  
8. Use of Premises:
  - a. Office, work and storage areas.
  - b. Owner's requirements.
  
  
9. Construction facilities, controls and construction aids.
  
  
10. Temporary utilities.
  
  
11. Security procedures.

1.03 REGULARLY SCHEDULED MEETING

A. Attendance: It will be the requirement of this contract that the Contractor hold periodic construction scheduling meetings. Attendance will be mandatory.

1. Owner's Representative.
2. Architect's Representative.
3. Engineer's Representative.
4. General Contractor.
5. Major Subcontractors.
6. Others as required.

B.Suggested Agenda: Review of work progress, status of progress schedule and adjustments thereto, delivery schedules, submittals, maintenance of quality standards, pending changes and substitutions, and other items affecting progress of the Work.

1.04 SPECIAL MEETINGS (As required)

A. Attendance:

1. Owner's Representative.
2. Architect's Representative.
3. Contractor's Superintendents.
4. Others as appropriate.

B. Suggested Agenda: To be set according to special meeting requirements.

**SECTION 01310**  
**CONSTRUCTION SCHEDULES**

**PART 1. GENERAL**

**1.01 SECTION INCLUDES**

- A. Promptly after award of Contract, prepare and submit to Architect estimated construction progress schedules for the Work, with sub-schedules of related activities, which are essential to its progress.
- B. Submit revised progress schedules monthly.

**1.02 RELATED SECTIONS**

- A. Number of calendar days scheduled for completion of this project is specified in Special Conditions.
- B. General Conditions of the Contract for Construction.
- C. Supplement to the Conditions of the Contract for Construction.
- D. Summary of Work - Section 01010.
- E. Project Meetings - Section 01200.
- F. Shop Drawings, Product Data and Samples - Section 01340.

**1.03 FORM OF SCHEDULES**

- A. Prepare schedules in the form of a horizontal bar chart.
  - 1. Provide separate horizontal bar for each trade or operation.
  - 2. Horizontal time scale: Identify first work day of each week.
  - 3. Scale and spacing: To allow space for notations and future revisions.
  - 4. Minimum sheet size: 8-1/2 inches by 14 inches.
- B. Format of listings: Table of Contents of Specifications.

- C. Format of listings: Chronological order of start of each item of the Work.
- D. Identification of listings: By major specification section numbers.

#### 1.04 CONTENT OF SCHEDULES

- A. Construction Progress Schedule:
  - 1. Show the complete sequence of construction by activity in graphic form.
  - 2. Provide information as to the initial start work dates and duration, for each major and minor construction stages, trade operations or work sequence. Identify each by related specifications section numbers and name of operation or trade.
  - 3. Identify elements of the progress schedule, which the contractor and subcontractors-suppliers determine as critical for the orderly progression of the work.
  - 4. Determine interrelation of other trades or construction sequence, on critical work elements.
  - 5. Show projected percentage of completion for each item, as of first day of each month.
- A. Contractor will be informed at pre-construction conference as to additional informational data required from him, by Owner or Architect.
- B. The Contractor, Architect and Owner's representative will meet to determine final projected construction schedule.
  - 1. At start of the Work Contractor will have entire Phase I portion of site for construction.
  - 2. Composite schedule shall establish dates, times and identify buildings in groups with their various related site areas that will be substantially completed for Owner's acceptance and use.

3. Contractor shall make every effort to schedule power outages for service rework and changes, and major equipment placement on weekends, or during dates scheduled in construction schedule. This will help minimize inconveniences to Owner, as well as reduce safety hazards.
  4. Any changes or revisions to composite construction schedule required by Contractor or Owner, must be cleared by all parties three days in advance to minimize hardships on Owner and construction progress.
- C. Submittals Schedule for Shop Drawings, Product Data and Samples, Show:
1. Dates for Contractor's submittals.
  2. Dates reviewed submittals will be required from Architect and Engineers.
- D. Products' Delivery Schedule: Show the delivery dates for:
1. Products furnished by Owner, Section 01010.
  2. Major Mechanical equipment items.
  3. Light fixtures.
- E. Prepare and submit sub-schedules for each separate stage of the Work specified in Section 01010.
- F. Provide sub-schedules to define critical portions of prime schedules.
- G. Schedule of estimated monthly partial payments, which Contractor expects to request from Owner on account of total contract price, shall be realistic in form of a cash flow curve line on progress schedule.

#### 1.05 PROGRESS REVISIONS:

- A. Indicate progress of each activity to date of submission.
- B. Show changes occurring since previous submission of schedules:
  - 1. Major changes in scope.
  - 2. Activities modified since previous submission.
  - 3. Revised projections of progress and completion.
  - 4. Other identifiable changes.
  - 5. Changes in contract price.

Provide a narrative report as needed to define:

- 1. Problem areas, anticipated delays, and impact on schedule.
- 2. Corrective action recommended, and its effect.
- 3. The effect of changes on schedules of other prime contractors.

#### 1.06 CONTRACTOR'S RESPONSIBILITIES

- A. Provide input data initially and update monthly, to Architect, relating to actual work activities accomplished for forecasting future work activities and durations.
- B. Report to Architect problem areas, including current and unresolved, anticipated delay factors and impact on other activities and what control steps are being taken.
- C. Review monthly construction progress schedule and recommend ways to improve schedule, or anticipate delays or safety problems.
- D. Contractor shall inform and up-date sub-contractors and suppliers of any revision in construction sequence schedule, affecting related elements such as delivery and installation and coordination between trades.

## 1.07 SUBMISSIONS

- A. Submit initial schedules within 15 days after award of Contract and prior to submission of first payment requisition.
  - 1. Architect, Engineers and Owner will review schedules and return review copy within 10 days after receipt.
  - 2. If required, resubmit within 7 days after return of review copy.
- B. Submit revised progress schedules with each application for payment.
- C. Submit one reproducible transparency and one opaque reproduction.

## 1.08 DISTRIBUTION

- A. Distribute copies of the reviewed schedules to:
  - 1. Architect.
  - 2. Job site file.
  - 3. Subcontractors.
  - 4. Owner's representative.
  - 5. Other concerned parties.
- B. Instruct recipients to report promptly to Contractor, in writing, any problems anticipated by projections shown in schedules.

## **SECTION 01340**

### **SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

#### **PART 1 GENERAL**

##### **1.01 RELATED SECTIONS**

- A. General Conditions of the Contract: Section 00710.
  
- B. Construction Schedules: Section 01310.
  
- C. Materials and Equipment (Substitutions): Section 01600.
  
- C. Contract Closeout (Record Documents): Section 01700.

##### **1.02 CONSTRUCTION SCHEDULE**

- A. Designate in Construction Schedule or in a separate coordinated schedule, dates for submission and dates that reviewed Shop Drawings, Product Data and Samples will be needed.

##### **1.03 SUBMITTAL IDENTIFICATION**

- A. Submit only one item or system per letter of transmittal properly identified to include appropriate specification section and paragraphs.
  
- B. When catalogs, diagrams or charts are submitted with more than one type of product manufactured, it is Contractor's responsibility to identify particular item, including options, which Contractor intends to use in that phase of work.

1.04 SUBMITTAL COMPLETENESS

- A. Submit catalog sheets, shop drawings and where specified, submit material samples, color chips or charts, test data, warranties and guarantees all at same time for each item.

PART 2 SHOP DRAWINGS

2.01 DRAWINGS

- A. Shop Drawings shall be presented in a clear and thorough manner.
  
- B. Details shall be identified by reference to sheet and detail, schedule or room numbers shown on Contract Drawings.
  
- C. Manufacturer's standard schematic drawings and diagrams:
  - 1. Modify drawings and diagrams to delete information, which is not applicable to the work.
  - 2. Supplement standard information to provide information specifically applicable to the Work.

## PART 3 PRODUCT DATA

### 3.01 PREPARATION

- A. Clearly mark each copy to identify pertinent products or models.
- B. Show performance characteristics and capacities.
- C. Show dimensions and clearances required.
- D. Show wiring or piping diagrams and controls.

### 3.02 MANUFACTURER'S STANDARD SCHEMATIC DRAWINGS AND DIAGRAMS

- A. Modify drawing and diagrams to delete information, which is not applicable to the Work.
- B. Supplement standard information to provide information specifically applicable to the Work.

## PART 4 SAMPLES

### 4.01. OFFICE SAMPLES: Shall be of sufficient size and quantity to clearly illustrate:

- A. Functional characteristics of product, with integrally related parts and attachment devices.
- B. Full range of color, texture and pattern.

## PART 5 CONTRACTOR'S RESPONSIBILITIES

A. Review shop drawings, product data and samples prior to submission.

B. Determine and verify:

1. Field measurements.
2. Field construction criteria.
3. Catalog numbers and similar data.
4. Conformance with specifications.

5.01 COORDINATE EACH SUBMITTAL with requirements of the Work and of the Contract Documents.

5.02 NOTIFY ARCHITECT OR ENGINEER in writing, at time of submission, of deviations in submittals from requirements of Contract Documents.

5.03 BEGIN NO FABRICATION OF WORK, which requires submittals until return of submittals with Architect's or Engineer's review stamp as appropriate.

## PART 6 SUBMISSION REQUIREMENTS

6.01 MAKE SUBMITTALS PROMPTLY in accordance with accepted schedule, and in such sequence as to cause no delay in the Work or in the work of any other contractor.

6.02 NUMBER OF SUBMITTALS REQUIRED

A. Shop and Erection Drawings: Submit one reproducible transparency and three opaque reproductions mailed in an acceptable tube. Do not fold reproducible drawings.

B. Product Data: Submit number of copies, which Contractor requires, plus three which will be retained by Architect, Engineers and Owner.

C. Where submittals are sent:

1. All submittals shall be sent directly to the Architect for review and distribution to disciplines as appropriate.

D. Submittal of Samples and Color Charts, Color Chips or Color Samples for Selection and Coordination:

1. Unless otherwise specified, Contractor shall submit seven copies of all material and equipment within 7 days after Notice to Proceed to allow for selection, color coordination and final acceptance by Architect. Material color charts, chips or color samples shall be manufacturer's full color range and of standard size unless specified otherwise in technical specification sections.
2. Regardless of color choices noted on drawings or specified in technical sections, submit color chips for review, selection and final acceptance by Architect.

E. Cost of prints, samples and color charts shall be the expense of Contractor.

6.03 SUBMITTALS SHALL CONTAIN THE FOLLOWING

- A. Date of submission and dates of any previous submissions.
- B. Project title and number.
- C. Contract identification.
- D. Names of:
  1. Contractor.
  2. Supplier.
  3. Manufacturer.
- E. Identification of product, with specification section number.
- F. Field dimensions, clearly identified as such where required.
- G. Relation to adjacent or critical features of the work or materials.

- H. Applicable standards, such as ASTM, ANSI or Federal Specification numbers.
- I. Identification of deviations from Contract Documents.
- J. Identification of revisions on resubmittals.
- K. An 8 in. x 3 in. blank space for Contractor's and Architect or Engineer's stamps as appropriate.
- L. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of products, field measurements and field construction criteria, and coordination of information within submittal with requirements of the Work and of Contract Documents.

#### PART 7 RESUBMISSION REQUIREMENTS

7.01 Make corrections or changes in submittals required by Architect and resubmit until accepted.

#### 7.02 SHOP DRAWINGS AND PRODUCT DATA

- A. Revise initial drawings or data, and resubmit as specified for initial submittal.
- B. Indicate any changes, which have been made other than those, requested by Architect or Engineer.

7.03 SAMPLES: Submit new samples as required for initial submittal

#### PART 8 DISTRIBUTION

8.01 DISTRIBUTE reproductions of Shop Drawing and copies of Product Data, which carry Architect's or Engineer's "Approved" or "Approved as Corrected" review stamp to:

1. Contractor's job site file.
2. Owner's record documents job site file.

3. Other affected contractors.
  4. Subcontractors.
  5. Supplier or Fabricators.
- 8.02 DISTRIBUTE SAMPLES, which carry Architect's, or Engineer's review stamp and acceptance as directed by Architect.

#### PART9 ARCHITECT'S AND ENGINEER'S DUTIES

- 9.01 REVIEW SUBMITTALS with reasonable promptness and in accordance with accepted construction schedule.
- A. The Architect or Engineer, as appropriate will process increments of shop drawings for various items such as reinforcing steel, mechanical systems, electrical systems, lighting and all other equipment in a reasonable time in a sequence to be established by mutual agreement between Architect, Engineer and Contractor.
- 9.02 AFFIX STAMP AND INITIALS or signature, and indicate:
- A. Approved.
  - B. Approved as Corrected.
  - C. Not Approved.
  - D. Revise and Resubmit.
- 9.03 RETURN SUBMITTALS TO CONTRACTOR for distribution, or for resubmission will be by U.S. Mail unless other arrangements are to be made by Contractor.

## SECTION 01500

### CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

#### PART 1 GENERAL

##### 1.01 RELATED WORK

- A. Comply with requirements of pertinent safety regulations as described in the General Conditions.
  
- B. Equipment furnished by subcontractors shall comply with requirements of pertinent safety regulations, and shall include ladders, hoists, planks, and similar items normally furnished by individual trades in execution of their own portions of the Work.

##### 1.02 Summary of Work: Section 01010.

##### 1.03 REQUIREMENTS OF REGULATORY AGENCIES

- A. Comply with Florida Building Code 2007.
  
- B. Comply with Federal, State, local and other applicable codes and regulations.

##### 1.04 PRODUCT HANDLING

- A. Protection: Maintain temporary facilities and controls in proper and safe condition throughout progress of the Work.
  
- B. Replacements: In the event of loss or damage, immediately make all repairs and replacements necessary to acceptance of Code Authorities and at no additional cost to Owner.

## PART 2 PRODUCTS

### 2.01 MATERIALS

- A. General: Materials for temporary construction may be new or used, but shall be suitable for intended purpose and adequate in capacity for required usage, shall not create unsafe conditions, and shall not violate requirements of applicable codes and standards.

### 2.02 TEMPORARY ELECTRICITY AND LIGHTING

- A. Temporary power and lighting will be provided by the Owner, from Owner's present facility.
- B. Install circuit and branch wiring, with area distribution boxes located so that power and lighting is available for construction and for the use of construction-type power cords.
- C. Materials and installation of temporary electricity and lighting not readily available shall be paid for by the Contractor.

### 2.03 TEMPORARY TELEPHONE SERVICE

- A. Arrange with local telephone Service Company, provide direct line telephone service for use of personnel. Services required: One direct line instrument. Additional temporary telephone service may be provided at field office trailer.
- B. Pay all costs for installation, maintenance and removal, and service charges for local calls. Toll charges shall be paid by the party who places the call.

#### 2.04 TEMPORARY WATER

- A. Contractor shall provide temporary water.
- B. Maintain temporary water facilities and remove upon completion of construction.

#### 2.05 TEMPORARY SANITARY FACILITIES

- A. Contractor shall provide temporary sanitary facilities.
- B. Service, clean and maintain sanitary facilities and enclosures.
- C. Personnel may use Owner's sanitary facilities where available.

#### 2.06 DISRUPTION OF EXISTING UTILITIES

- A. Contractor shall not disrupt any of existing utility services without prior acceptance. Requests for permission to disrupt any utility shall be submitted to authority having jurisdiction well in advance of the need in order to not delay the work. Disruption of existing utilities before or after critical dates specified in Bid Form will not be permitted.

#### 2.07 FIELD OFFICES

- A. Owner will provide an area within the building for the purpose of a temporary field office.
- B. Area for temporary field office will be determined at the time of the Pre-Construction Meeting.

## 2.08 CONSTRUCTION AIDS:

- A. Provide construction aids and equipment required by personnel and to facilitate execution of the work; scaffolds, staging, ladders, platforms, hoists, crane, construction elevator, and other such facilities and equipment.

## 2.09 CONSTRUCTION BARRIERS

- A. Materials to Contractor's option, as appropriate to serve the required purpose.
  - B. Furnish, install and maintain suitable barriers as required to prevent public entry, and to protect the public, the work, existing facilities to be preserved from construction operations; remove when no longer needed, or at completion of work.
- C. Install facilities of a neat and reasonable uniform painted appearance, structurally adequate for the required purposes.
- D. Maintain barriers during entire construction period.
- E. Relocate barriers as required by progress of construction.

## 2.10 PARKING AND STORAGE AREA

- A. Contractor's personnel must use off-site-parking facilities.

## 2.11 PROGRESS CLEANING

- A. Maintain site areas and buildings free of waste materials, debris and rubbish. Maintain site in a clear and orderly condition.

- B. Efforts will be made to avoid fire hazards during construction.
- C. Broom and vacuum interior areas before start of surface finishing, and continue cleaning to eliminate dust.
- D. Remove waste materials, debris and rubbish from site periodically and dispose off-site in a legal manner.

## PART 3 EXECUTION

### 3.01 MAINTENANCE

- A. Maintain all temporary facilities and controls as long as needed for safe and proper completion of the work.

### 3.02 REMOVAL

- A. Remove all such temporary facilities at completion of the work and restore areas.

**SECTION 01600**  
**MATERIAL AND EQUIPMENT**

PART 1 GENERAL

1.01 MATERIAL AND EQUIPMENT INCORPORATED INTO THE WORK

- A. Conform to applicable specifications and standards.
  
- B. Complete with size, make, type and quality specified, or as specifically accepted in writing by Architect or Engineers as appropriate.
  
- C. Manufactured and Fabricated Products:
  - 1. Design, fabricate and assemble in accord with best engineering and shop practices.
  - 2. Manufacture like parts of duplicate units to standard sizes and gages, to be interchangeable.
  - 3. Two or more items of same kind shall be identical, by the same manufacturer.
  - 4. Products shall be suitable for service conditions.
  - 5. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically accepted in writing.
  
- D. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

## 1.02 RELATED SECTIONS

- A. General Conditions - Section 00710.
- B. Supplement to General Conditions - Section 00800.
- C. Summary of Work - Section 01010.
- D. Shop Drawings, Product Data and Samples - Section 01340.

## PART 2 REUSE OF EXISTING MATERIAL

2.01 EXCEPT as specifically indicated or specified, materials and equipment removed from existing structure shall not be used in completed work.

2.02 FOR MATERIAL AND EQUIPMENT specifically indicated or specified to be reused in the work:

- A. Use special care in removal, handling, storage and reinstallation, to assure proper function in completed Work.
- B. Arrange for transportation, storage and handling of products, which require off-site storage, restoration or renovation. Pay all costs for such work.

## PART 3 MANUFACTURER'S INSTRUCTIONS

3.01 WHEN CONTRACT DOCUMENTS REQUIRE that installation of work shall comply with manufacturer's printed instructions obtain and distribute copies of such instructions to parties involved in installation, including copies to Architect or Engineers as appropriate. Maintain one set of complete instructions at job site during installation and until completion.

3.02 HANDLE, INSTALL, CONNECT, AND ADJUST products in strict accord with such instructions and in conformity with specified requirements.

- A. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Architect or Engineers as appropriate for further instructions.
- B. Do not proceed with work without clear instructions.

3.03 PERFORM WORK IN ACCORD WITH MANUFACTURER'S INSTRUCTIONS: Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

#### PART 4 TRANSPORTATION AND HANDLING

4.01 ARRANGE DELIVERIES OF PRODUCTS IN ACCORD WITH construction schedules. Coordinate to avoid conflict with work and conditions at site.

- A. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
- . Immediately on delivery, inspect shipments to assure compliance with requirements of contract documents and acceptable submittals, and that products are properly protected and undamaged.

4.02 PROVIDE EQUIPMENT AND PERSONNEL to handle products by methods to prevent soiling or damage to products or packaging.

#### PART 5 STORAGE AND PROTECTION

5.01 STORE PRODUCTS IN ACCORD WITH MANUFACTURER'S INSTRUCTIONS, with seals and labels intact and legible.

- A. Store products subject to damage by the elements in weathertight enclosures.
- B. Maintain temperature and humidity within ranges required by manufacturer's instructions.

## 5.02 EXTERIOR STORAGE

- A. Store fabricated products above the ground in a location as directed by the Owner, on blocking or skids to prevent soiling or staining. Cover products which are subject to deterioration with impervious sheet coverings, provide adequate ventilation to avoid condensation.
- B. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- C. 5.03 INTERIOR STORAGE

- A. Store fabricated products on blocking or skids in such a manner and location that suspended floors are not overloaded beyond safe live loads in a location as directed by the Owner.
- B. Store loose granular materials in such a manner and location that suspended floors are not overloaded beyond safe live loads.
- C. Protect existing floor finish to remain from damage, soiling and staining by suitable protection, including but not limited to a layer of at least 6 mil polyethylene covered by plywood.
- D. Repair or replace finishes damaged by storage of materials or construction work.

## 5.04 ARRANGE STORAGE IN A MANNER TO PROVIDE EASY ACCESS FOR INSPECTION

- A. Make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration.

## 5.05 PROTECTION AFTER INSTALLATION

- A. Provide substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations. Remove when no longer needed.

## PART 6 PRODUCTS, SELECTION, OPTIONS AND SUBSTITUTION REQUESTS

### 6.01 PRODUCTS LIST

- A. Within 30 days after contract date, submit to Architect a complete list of major products proposed for use, with Product name and name of installing subcontractor.
- B. "Product": Material, equipment, assembly or system, including fastenings, factory or shop applied finishes, trim, and customary accessories.

## 6.02 PRECEDENCE OF INTERPRETATION

- A. For products specified by description, as well as by reference standard and by name, description shall take precedence in any conflict of product characteristics or qualities.
- B. For products specified by reference standard and by name, the reference standard shall take precedence in any conflict of product characteristics or qualities.
- C. "By name": Source, manufacturer, or manufacturer's brand name, with or without catalog, model, capacity, size or finish numbers.

## 6.03 CONTRACTOR'S SELECTION

- A. For a product specified only by description, provide product conforming to that specified description, suitable for use as shown on drawings.
- B. For a product specified only by reference standard, provide product conforming to that reference standard, suitable for use as shown on drawings.
- C. For a product specified by one or more names and "or equivalent" or "or equal", Contractor shall either provide one of named products or Contractor shall submit a request for substitution for any product not named which Contractor judges to be of equal or higher quality.
- D. For a product specified by two or more names, Contractor shall provide one of named products. No request for substitution will be considered.
- E. For a product specified by name and "no substitution", Contractor shall provide product specified. No request for substitution will be considered.

#### 6.04 CONTRACTOR'S OPTIONS

- A. Where an option is specified, provide one or the other of options. "Option": Not "whether" a product or method is to be provided, but "which" product or method.
- B. For economy of drawing, one option is shown on Drawings. If Contractor elects other Options, Contractor shall adjust details, dimensions or physical setting to conform.

#### 6.05 SUBSTITUTION REQUESTS

- A. For a period of 30 days after receipt of Notice to Proceed, Architect or Engineers as appropriate will consider written requests from Contractor for substitution of products. Substitution requests after this time will not be considered.
- B. Submit a separate request for each product, supported with complete data, with drawings and samples as appropriate, including:
  - 1. Comparison of qualities of proposed substitution with that specified.
  - 2. Changes required in other elements of the work because of substitution.
  - 3. Effect on construction schedule.
  - 4. Cost data comparing proposed substitution with product specified as well as any/all costs affecting the change of Contract Documents and/or Permit Drawings.
  - 5. Any required license fees or royalties.
  - 6. Availability of maintenance service, and source of replacement materials.
- C. Architect or Engineers as appropriate shall be judge of acceptability of proposed substitution.

- 6.06 CONTRACTOR'S REPRESENTATION: A request for a substitution constitutes a representation that Contractor,
- A. Has investigated proposed Product and determined that it is equivalent to or superior in all respects to that specified.
  - B. Will provide same guaranties, warranties or bonds for substitution as for product specified.
  - C. Will coordinate installation of an accepted substitution into the work, and make such other changes as may be required to make the work complete in all respects.
  - D. Will be subject to any expenses which may be required to incorporate changes to Contract Documents and/or Permit Drawings.
  - E. Waives all claims for additional costs, under Contractor's responsibility, which may subsequently become apparent.
- 6.07 ARCHITECT OR ENGINEERS AS APPROPRIATE WILL REVIEW REQUESTS FOR SUBSTITUTIONS with reasonable promptness, and notify Contractor, in writing, of decision to accept or reject requested substitution.

**SECTION 01700**  
**CONTRACT CLOSEOUT**

PART 1. GENERAL

1.02 RELATED WORK

- A. Fiscal provisions, legal submittals and additional administrative requirements:
  - 1. General Conditions of the Contract for Construction - Section 00710.
  - 2. Supplementary Conditions - Section 00800.
  
- B. Closeout Submittals Required of Trades: In respective sections of technical specifications.

PART 2. INSPECTIONS BY OWNER

2.01 REGULAR CONSTRUCTION INSPECTIONS

- A. Periodic construction observations will be conducted by the Architect/Engineer throughout the duration of the construction contract. Any discrepancies, omissions or changes discovered during construction will be brought to the Contractor's and Owner's attention in writing.
  
- B. Minor adjustments not requiring additional cost can be made by the Owner's Representative with adjustments documented in Record Documents and notification issued to the Architect by the Contractor.
  
- C. Changes to the drawings and specifications involving extras or substantial deviations from the drawings and specifications will be issued only by the Architect.

PART 3. SUBSTANTIAL COMPLETION

3.01 WHEN CONTRACTOR CONSIDERS THE WORK to be substantially complete, Contractor shall submit to Architect:

- A. A written notice that the Work, or designated portion thereof, is substantially complete.
- B. A list of items to be completed or corrected prior to final Completion.

3.02 WITHIN A REASONABLE TIME after receipt of such notice, Architect and Engineers will make a construction review to determine status of completion.

3.03 SHOULD ARCHITECT AND ENGINEERS determine that the work is not substantially complete:

- A. Architect will promptly notify Contractor in writing, giving reasons therefore by way of letter and/or a Punch List.

- B. Contractor shall remedy deficiencies in the work, and send a second written notice of substantial completion to Architect.
- C. Architect and Engineers will perform an additional construction review of the Work.

3.04 WHEN ARCHITECT AND ENGINEERS concur that the Work is substantially complete, they will:

- A. Prepare a Certificate of Substantial Completion on AIA Form G704, accompanied by Contractor's list of items to be completed or corrected, as verified and amended by Architect.
- B. Submit Certificate to Owner and Contractor for their written acceptance of responsibilities assigned to them in Certificate.

#### PART 4. FINAL CONSTRUCTION REVIEW

4.01 WHEN CONTRACTOR CONSIDERS THE WORK is complete, Contractor shall submit written certification that:

- A. Contract documents have been reviewed.
- B. Work has been reviewed for compliance with contract documents.
- C. Work has been completed in accordance with contract documents.
- D. Equipment and systems have been tested in presence of Architect or Engineers and are operational.
- E. Work is completed and ready for final construction review.

4.02 ARCHITECT AND ENGINEERS will make a construction review to verify status of completion with reasonable promptness after receipt of such certification.

4.03 SHOULD ARCHITECT AND ENGINEERS consider that the Work is incomplete or defective:

- A. Architect will promptly notify Contractor in writing, listing incomplete or defective Work.
- B. Contractor shall take immediate steps to remedy stated deficiencies, and send a second written certification to Architect that the work is complete.
- C. Architect and Engineers will review the Work.

4.04 WHEN ARCHITECT AND ENGINEERS find that the Work is acceptable under contract documents, they shall request Contractor to make closeout submittals.

#### PART 5. ADDITIONAL CONSTRUCTION REVIEWS

5.01 SHOULD Architect and Engineers perform additional construction reviews due to failure of the work to comply with claims of status of completion made by Contractor:

- A. OWNER will compensate Architect for such additional services.
- B. OWNER will deduct amount of such compensation from final payment to Contractor.

## PART 6. MAINTENANCE WARRANTY

### 6.01 WARRANTY

- A. The Contractor shall provide a one (1) year warranty on all Work.
- B. Any warranty items found will be reported to the Contractor for Contractor to repair.
- C. Warranty items will be the responsibility of the Contractor to repair up to one year from substantial completion and acceptance of the work.
- D. Other items such as roofs, and A/C compressors etc, carry a longer warranty either with the Contractor or the manufacturer, as described in the technical specifications.

## PART 7. RECORD DOCUMENTS

7.01 RECORD DRAWINGS: Maintain a set of drawings provided for record purposes apart from those used for construction. Mark each "RECORD DRAWINGS" in neat large printed letters. Record information neatly, orderly and concurrently with progress of Work.

- A. Do not conceal any work until required information is marked on drawings.
- B. Indicate location of internal utilities and appurtenances concealed in construction to visible and accessible features.
- C. Indicate locations of field changes and details not on original drawings. Also indicate date of change, Party responsible for change and Party recording the change (if different).

7.02 SPECIFICATIONS AND ADDENDA: Mark each section to record manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.

7.03 DELIVER all Record Documents to Architect for transmittal to Owner.

#### PART 8. CONTRACTOR'S CLOSEOUT SUBMITTALS TO ARCHITECT

8.01 EVIDENCE OF COMPLIANCE with requirements of governing authorities and contract documents.

- A. Certificate of Occupancy.
- B. Project Record Documents as specified herein.
- C. Operating and Maintenance Data, Instructions to Owner's Personnel: To requirements of various sections.
- D. Warranties, Guaranties and Bonds: To requirements of various sections.
- E. Record list of various building finishes including ceramic tile, vinyl composition tile, paints and coatings, giving manufacturers, brand names or types and colors used in various locations.
- F. Spare Parts and Maintenance Materials: To requirements of various sections.
- G. Evidence of Payment and Release of Liens: To requirements of General Conditions and Supplement to General Conditions.
- H. Certificate of Insurance for products and completed operations.

PART 9. FINAL ADJUSTMENTS OF ACCOUNTS

9.01 SUBMIT A FINAL STATEMENT of accounting to Architect and Owner.

9.02 STATEMENT SHALL REFLECT all adjustments to Contract Sum:

- A. The original Contract Sum.
  
- B. Additions and deductions resulting from:
  - 1. Previous Change Orders.
  
  - 2. Deductions for uncorrected Work.
  
  - 3. Penalties and Bonuses.
  
  - 4. Deductions for liquidated damages.
  
  - 5. Deductions for additional construction review payments.
  
  - 6. Other adjustments.
  
- C. Total Contract Sum, as adjusted.
  
- D. Previous payments.
  
- E. Sum remaining due.

9.03 ARCHITECT will prepare a final Change Order, reflecting approved adjustments to contract sum which were not previously made by Change Orders.

PART 10 FINAL APPLICATION FOR PAYMENT

10.01 CONTRACTOR shall submit final application for payment in accordance with procedures and requirements stated in General Conditions of the Contract for Construction and to Supplementary Conditions.

## SECTION 02080

### LEAD PAINT ABATEMENT

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Lead base paint removal from all existing wood windows, casings and related trim.

##### 1.02 SUBMITTALS

- A. A minimum of 10 days prior to initiating this work, submit for review, product data including paint stripper label analysis and application instructions for each material proposed for stripping lead paint, including names and numbers of each product and their intended use.

##### 1.03 QUALIFICATIONS

- A. The Contractor or subcontractor shall have a record of not less than three years successful experience in lead paint removal, and related work similar in scope and magnitude to this project.

##### 1.04 SAFETY MEASURES

- A. The Contractor is responsible for all safety, health and welfare measures and precautions necessary to maintain a level of safety as required by the Occupational Safety And Health Administration (OSHA) and other governmental agencies.

##### 1.05 GENERAL

- A. No work shall proceed until the Contractor and his personnel have been approved in writing by the manufacturer of paint stripping product to be an "Approved Applicator" and the Contractor and his personnel have received training in the proper application and removal of the chemical paint stripping material.
- B. The Contractor shall assure that the removal of the aforementioned painted surfaces will be performed in accordance with the Federal Housing And Urban Development (HUD) Guidelines.

- C. The Contractor shall take all precautions to ensure the health and safety of his personnel, building occupants and general public. The Contractor shall hold harmless the Owner, Owner's Representative and Project Architect for any damages incurred due to the Contractor negligence.
- D. It shall be the Contractor's responsibility to take what ever measures or precautions are necessary to ensure that the paint is removed and disposed of in accordance with all Federal, state, county, and local rules, regulations and guidelines.
- E. The surfaces have been previously tested and found to be considered hazardous by Metropolitan Dade County Rules.
- F. Any further testing not ordered by the Owner or its representatives will be paid for by the Contractor.
- G. The waste disposal and associated costs will be borne by the Contractor. An EPA ID number for a "large quantity waste generator" will be required, the location of the waste disposal site as well as the waste transporter will be required by the Contractor and is the responsibility of the Contractor to obtain prior to any removal activities. A contingency spill plan shall be required to be developed so that the Contractor may store the waste materials on site until disposal takes place.
- H. It is the Owner's concern that the Contractor's personnel, the building occupants and the general public shall be protected from any hazardous condition that could be a result of any lead paint contamination for whatever reason.
- I. Wipe tests and air testing of all affected areas shall be conducted periodically, to ensure that all lead paint has been removed and that no further leasing of lead will occur and will be paid for by the Owner.

**PART 2 PRODUCTS, GENERAL**

2.01 Material Manufacturers:

- 1. Peel Away 1, Dumond Chemicals
- 2. Approved Equal.

**PART 3 EXECUTION**

- 3.01 Prepare the surface by thoroughly dry scraping to remove all loose and peeling paint.
- 3.02 Apply paint stripper in accordance with manufacturer's instructions for product use.
- 3.03 All work operations are to be in according with manufacturer's instruction.

## SECTION 04205

### ARCHITECTURAL TERRA COTTA

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Drawings and Schedules: The Contractor shall provide the terra cotta manufacturer with necessary architectural drawings, details and other project information as required for the production of the Architectural Terra Cotta, including drawings for all classes of work with which the terra cotta engages.
- B. Terra cotta is required to match in contour, color, finish and surface treatment, existing terra cotta, as for example in connection with alterations or additions to existing work, Contractor shall furnish the terra cotta manufacturer with the required profiles and samples of the original work, and other needed information.

##### 1.02 RELATED SECTIONS

- A. 05500 - Metal Fabrication

##### 1.03 SITE WORK

- A. Manufacturer to employ qualified technician(s)/field engineer(s) to field measure all terra cotta blocks designated for replacement.
- B. Each block is identified from the architectural drawings and marked with black permanent marker specifying the manufacturer's initials, sample removal number, and block style code.
- C. After the block has been coded, a photograph shall be taken as an additional reference.
- D. A field sketch shall be made of each block style, denoting all dimensions, angles, exposed glazed areas, and sculpted details. The dimensions shall be checked by the other staff member to insure quality control.
- E. Contractor shall furnish terra cotta manufacturer with schedule of terra cotta units to be manufactured and the appropriate installation sequence.

- F. To comply with necessary scheduling and sequencing, as required by Contract, the installation contractor must coordinate with the terra cotta manufacturer to provide the necessary rigging (ladders, swing stages, planked pipe scaffolding, etc.) to allow the terra cotta manufacturer access to the areas to be surveyed in the sequence required.

#### 1.04 SPREADSHEETS

- A. Upon completion of site work, manufacturer shall generate elevation spreadsheets.
  
- B. From the elevation spreadsheets, a master spreadsheet is compiled. This master spreadsheet contains all pertinent information regarding block styles, descriptions, sample removal numbers, drawing numbers, drawing submittal and approval dates, relief, type of mold required, quantity required, and related costs. The spreadsheet is used to track production progress, shipping status and invoicing detail.

#### 1.05 DRAFTING

- A. All shop drawings are drawn to a 1 1/2" = 1'-0" scale, except when otherwise required.
  
- B. Shop drawings utilize all pertinent information gathered from site work.
  
- C. While the terra cotta manufacturer reserves the right to complete their own site work, drawings for new construction may be submitted by the Architect and the terra cotta manufacturer will work from these.
  
- D. The terra cotta manufacturer requires approval of drawings by Architect and installation contractor.

#### 1.06 SUBMITTALS

- A. All submittals follow accepted masonry specifications.

B. Samples:

1. Glaze and clay body samples are submitted as 6" x 6" x 3/4" tiles, unless otherwise specified.
2. Submit two samples of replacement terra cotta conforming to the requirements of the specifications.
3. Submit two samples of all anchoring devices proposed for use in repairing terra cotta or for installing replacement units.

C. Submit manufacturer's specifications and other product data for each manufactured product including instructions for storage, handling and use.

D. Test Reports: Submit two copies of test reports showing that replacement terra cotta conforms to the requirements of the specifications.

E. Manufacturer shall submit shop drawings showing details of construction and jointing of architectural terra cotta to the Contractor for approval by both the Architect and the Contractor prior to production of any material. Shop drawings shall show sections, dimensions and the connection with other work. (If anchored, the placement of typical and special anchors, grooves, etc., shall be shown.) These drawings must conform as nearly as practicable to the Architect's drawings, but shall be in accordance with good terra cotta structural practice.

F. All pieces of terra cotta shall be numbered. The terra cotta manufacturer shall provide two copies of the complete set of scale shop drawings to be used for setting and showing the piece number of the terra cotta, and the size of the joints to be used for setting the various portions of the work clearly indicated. These drawings shall be designated as the Setting Drawings.

1.07 RESEARCH AND DEVELOPMENT

A. All color matching shall be done by using a line blend matrix technique, utilizing state of the art measuring devices to a .001 resolution to provide accuracy and quality control.

B. For more detailed analysis, samples shall be tested at the SUNY at Buffalo, using the S.E.M. and X-ray analysis.

- C. Samples testing, using ASTM Standards, as specified in the Contract, shall be performed at an independent laboratory.

1.08 MODELS AND MOLDS

- A. Terra Cotta manufacturer to employ qualified ceramic engineers, sculptors and craftsmen.
- B. Materials used shall include five (5) or more types of plaster, rubber compounds, plasticine, sheet wax and plywood.
- C. All models shall be expanded to accommodate shrinkage which occurs as part of the process.
- D. All models shall be built according to specifications and accepted shop drawings.
- E. All models shall be inspected prior to pouring the actual mold, as an additional quality control measure.
- F. Molds may be one (1) or more pieces, depending on the size and complexity of the terra cotta unit.
- G. Molds shall be dried at a uniform temperature/time to afford optimum performance.
- H. All ornament shall be artistically modeled by the terra cotta manufacturer's staff artists. (Or, models made to terra cotta shrinkage scale will be furnished to terra cotta manufacturer, without cost to him, securely crated for shipment f.o.b. modeler's studio.)
- I. Terra Cotta manufacture will submit 6" x 6" tiles (unless otherwise specified) in a range of colors and textures as samples of clay body, ceramic finish and texture to the Architect for acceptance. Upon acceptance of tile sample, provide a full size prototype covered on all exposed surfaces with the ceramic finish, for final acceptance. All materials shall conform to the accepted samples within the range, submit to normal ceramic variation.

## 1.09 FORMING

- A. Hand press technique.
- B. RAM press technique.
- C. Extrusion technique.

## 1.10 FINISHING

- A. The surface finish, ceramic finish and color of all exposed surfaces of terra cotta shall be as indicated by the Architect's drawings or as specified for surface and ceramic treatment.
- B. Finish each block by hand to insure surface perfection and install pinning holes and mortar indent details as per shop drawings.
- C. The block style code and unit number shall be stamped into each block.
- D. Perform a final quality control inspection and each block shall be stamped as it passes inspection.

## 1.11 DRYING

- A. Pieces shall be placed onto carts and moved into dryers for 3 to 14 days, depending on block size.
- B. To assure quality control, dryers shall be regulated for temperature and humidity.

1.12 GLAZING

- A. Each piece shall be inspected prior to glazing.
- B. Each piece shall be individually cleaned by sponging.
- C. Depending on volume and size, each piece shall be either machine or hand glazed.
- D. All glaze batches shall be test fired prior to use to insure quality control.

1.13 FIRING

- A. Firing shall be done in a 1000 cubic foot periodic gas kiln.
- B. All terra cotta shall be fired to 2100 degrees Fahrenheit.
- C. With a controlled firing curve, using state of the art combustion technology, the process takes three (3) days from start up to cool down.

1.14 SHIPPING AND HANDLING

- A. Inspect each piece to an accepted sample.
- B. Inspect each piece to an accepted shop drawing for dimensioning and tolerance.
- C. After inspection, wrap each piece in foam and label.
- D. All crates shall measure 36" x 40", utilizing oak pallets and 3/4" plywood walls, double banded.
- E. Deliver all crates to job site.

PART 2 PRODUCTS

2.01 MANUFACTURER

- A. Boston Valley Terra Cotta  
6860 S. Abbott Road  
Orchard Park, NY 14127  
Phone: 716-649-7490
- B. Or accepted equivalent.

2.02 MATERIAL

A. Quality Tests: The Architectural Terra Cotta shall be a fired clay product of the best quality as manufactured by Boston Valley Terra Cotta, or of approved equal quality. All Architectural Terra Cotta shall be in accordance with the Architect's drawings and details, or shop drawings produced by Boston Valley Terra Cotta and accepted by Architect and Contractor. All products shall meet or exceed Part II Table I of standard Specifications for Ceramic Veneer in the "Public Works Specifications - CERAMIC VENEER" of the Architectural Terra Cotta Institute, October 1961, A.I.A. File No. 9.

B. Terra Cotta Specifications:

<u>Test Average</u> (based on 10 samples)	<u>Method</u>	<u>Criteria</u>
1. Compressive strength - 8000 psi	ASTM C67	ASTM C126
2. Absorption (5 hour boil) - 11.5%	ASTM C67	
3. Absorption (24 hour soak) - 7.5%	ASTM C67	
4. Saturation coefficient - .69	ASTM C67	
5. Craze resistance	ASTM C424	
6. Glaze absorption - .15%	ASTM C67	
7 Freeze/thaw resistance	ASTM C67	300 cycles without degradation
8. Thermal shock resistance of Glazed ceramic tile	ASTM C484	

C. Warp age Tolerances: The exposed face of machine-extruded ceramic veneer shall not vary from a true plane by more than 0.005 inch per inch of length.

D. Handmade Tolerance: Table II and III, C126. Exposed face shall not vary from shop drawing dimensions by more than 1/8 inch plus or minus.

## 2.03 DESIGN AND STRUCTURE OF TERRA COTTA UNITS

- A. Ends, Walls and Partitions: Walls shall not be less than 1" thick and partitions shall be of such thickness and so spaced as to perform their proper functions with regard to form and structure. Each piece of terra cotta shall be provided with the necessary anchor holes and hand holes and shall be so formed as to properly engage the structure. Beds generally shall be not less than 4" deep.
  
- B. Shelf Supports: In concrete or steel frame buildings, the veneer or facing material should be fully and continuously supported, at each floor level on shelf supports, or adequate strength and stiffness, rigidly connected to the structural frame. Steel shelf angles or supports, in all cases, should be located in mortar joints. The strength of the terra cotta should not be unnecessarily reduced by cutting the webs to receive the steel.
  
- C. Properly constructed flashing should be provided to cover the top of large projecting horizontal courses, wide-exposed sill courses, etc., and all projecting features should have drips.
  
- D. Terra Cotta on Concrete Frames: The volume changes incident to the setting and hardening of concrete, and the variations in volume of concrete due to humidity and temperature conditions, require provisions to allow free movement of the supporting frame and make it undesirable to completely fill a facing applied to a concrete structure.

## 2.04 TRANSPORTATION, STORAGE AND PROTECTION

- A. Packing and Delivery: Packing and crating of the architectural terra cotta shall be done by the manufacturer to prevent any damage to the units in transit or in storage. Delivery shall be made to correspond to priority sequencing as dictated by the Contractor. All crates shall be delivered to job site curb, as close as possible to the building.

B. Receiving and Handling:

1. The Contractor becomes responsible for the product at the time it is received by him from the trucks.
2. The Contractor shall inspect the delivery within 72 hour. Any non-conformity must be communicated to the manufacturer immediately and in writing, within that time frame.
3. Units shall stay in their original packing material until ready for use. Crates shall not be stacked, and shall remain in an upright position. The units shall be protected from weather before setting to prevent staining.
4. The manufacturer is responsible for providing the architectural terra cotta only. All other materials, products, and equipment necessary to setting and installing the units to the architectural drawings and specifications, and the labor to do so, must be provided by the Contractor.

- C. Replacements: If any pieces of terra cotta are damaged in transit, the manufacturer shall be immediately notified in writing by the setting contractor and proceed with the remaking of the pieces. The responsibility for the cost of such replacements shall be determined by the point of delivery fixed by the Contract control of the manufacturer. The setting contractor shall assume responsibility for the necessary proof of damage.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Mechanics: All terra cotta shall be set by mechanics experienced in the handling and setting of the material.
- B. Cutting and Fitting at the Building:
1. Other necessary cutting and fitting of the terra cotta that may be required at the building, including all fitting around anchors, steel and iron work and reinforced concrete, shall be done by the contractor for setting terra cotta.

2. All cutting performed on the face of architectural terra cotta units shall be done by an abrasive saw or diamond saw, supplied and operated by the Setting Contractor.
- C. Supporting Metal Work and Anchors:
1. In Connection with Structural Steel: Beams, channels, angles, T's, plates and fabricated members for supporting terra cotta and which are not secured to the structural steel by rivets or short bolts, as shown on the Architect's drawings, together with all anchors, hangers, bolts, clips, straps, rods and pins for securing terra cotta, shall be furnished and set by the contractor for setting terra cotta.
  2. In Connection with Structural Concrete: The contractor for structural concrete shall furnish and set all supporting metal work imbedded in the concrete and all shelf angles and continuous rods. All such metal work shall conform to the requirements of the setting drawings prepared by the terra cotta manufacturer.
  3. All other loose anchors, such as clamps, hangers, clips, straps, and pins shall be furnished and set by the contractor for setting terra cotta.
  4. All anchors, hangers, bolts, clips, straps, rods and pins for securing terra cotta shall be of stainless steel or galvanized steel.
  5. Anchors, hangers, bolts, clips, straps, rods and pins for securing the terra cotta, except where otherwise shown or specified, shall be of the following minimum sizes:
    - a. Anchors: For ashlar or courses balanced on the wall, shall be 1/4" x 1/4", or 1/8" x 5/8" or No. 6 gauge galvanized wire.
    - b. For projecting courses not balanced on the wall, anchors shall be not less than 5/8" round or square bars of equal cross section.
    - c. Hangers shall be 5/8" diameter round bars or other shapes of equal cross section area.

- d. Clips and straps shall be 3/8" x 2".
  - e. Pins shall be 1/2" diameter round bars.
- D. Protection Against Corrosion: Proper care should be exercised to prevent the corrosion of all steel supports, ties, etc. Where such protection cannot be permanently secured through encasement with mortar or concrete, or through the use of corrosion resistant metallic coatings, non-corrosive metals shall be used in accordance with section 05500.
- E. Free-Standing Construction: Exposed free-standing construction, subject to the absorption of water through mortar joints and liable to injury from subsequent freezing, or the expansion of improper filling material, should generally be left unfilled and should be ventilated by means of small, inconspicuously placed weep-holes (indicated by W.H. on the plates).

### 3.02 SETTING/POINTING MORTAR

#### A. Cementitious Materials:

1. Portland Cement: ASTM C-150, Type I; low alkali per ASTM C-150, Table 2.
2. Hydrated Lime: ASTM C207, Type S.
3. Masonry cement, gypsum portland cements, or blended cements will not allowed.

#### B. Aggregates:

1. Sand: ASTM C144 to match sand in original mortar in color and texture. Sand shall contain no more than 50 parts per million of chloride ions and shall be free of organic contaminants.

2. Coarse Aggregates: ASTM C404 with a maximum size of ½" diameter. Aggregate shall contain no more than 50 parts per million of chloride ions and shall be free of organic contaminants.
- C. Admixtures:
1. No calcium chloride or admixtures containing calcium chloride shall be used in the mortar.
  2. No air-entraining admixtures or material containing air-entraining admixtures shall be used in mortar.
  3. No antifreeze compounds or other substances shall be added to mortar.
  4. No corrosion-promoting admixtures shall be used in the mortar.
  5. Water must be clean and free from deleterious amounts of acids, alkalis, or organic materials.
  6. No admixtures shall be used without written approval from terra cotta manufacturer.
- D. Mortar for Terra Cotta Pointing:
1. Use Type N mortar (prehydrated for repointing), in accordance with ASTM C270, with the following material mix proportion by volume:

Portland Cement: 1 part

Hydrated Lime: 1 part

Sand: 6 parts

2. Color of mortar shall match building's existing cleaned mortar.

3. Use colored sand to obtain desired mortar color.

E. Mortar for Terra Cotta Setting:

1. Use Type M mortar, in accordance with ASTM C270 with the following material mix proportion by volume:

Portland Cement: 1 part

Hydrated Lime: 1/4 part

Sand: 3 1/2 parts

2. Color of mortar shall match building's existing cleaned mortar.

3. Use colored sand to obtain desired mortar color.

F. Mortar for Filling Large or Reinforced Cavities:

1. Use a masonry grout, mix in accordance with ASTM C476 and with minimum compressive strength of 2500 psi. Maximum aggregate size shall be 1/2" diameter, unless otherwise specified elsewhere.

a. Mix shall be designed by supplier after reviewing field conditions, intended use as indicated on drawings, and Contractor's proposed construction sequence.

b. Contractor shall submit mix design to Owner and Architect/Engineer for approval.

2. Use an approved equivalent material of 2500 psi minimum compressive strength, ½" diameter maximum aggregate in compliance with referenced standards and material restrictions, unless otherwise specified by Architect.
  - a. Mix shall be designed by supplier after reviewing field conditions, intended use as indicated on drawings, and Contractor's proposed construction sequence.
  - b. Contractor shall submit mix design to Owner and Architect/Engineer for approval.

G. Water Saturation:

1. Units shall be soaked for at least one hour, in clean water, as preparation to immediate setting. Units must be damp, but not dripping, when set.
2. The walls which are to receive the new units shall also be soaked with clean water, sprayed onto the exposed surfaces, at the beginning of the day, and again within one hour of the setting of new units.

H. Setting:

1. All terra cotta shall be set true to a line and carefully laid in a solid bed of mortar. All recesses in bed and cross joints from front to back and top to bottom shall be filled solid with mortar, leaving no voids. Each piece of terra cotta shall be tamped into place, excess mortar cut off and struck with a jointer or trowel. All sills, shall be set in a thick bed of mortar and well pounded down so that the mortar fills all spaces around bottom of webs of terra cotta.
2. All terra cotta projecting courses shall be so set that the areas casting a shadow shall be true to line.

3. When the terra cotta work is of such scope of character that the proper handling and setting of the terra cotta requires special skill and knowledge, the terra cotta manufacturer shall, if required by the Contract, furnish a competent terra cotta setter to assist in the sorting, selecting and handling of the terra cotta, to cooperate with the setting contractor, to assist him when cutting or fitting of the terra cotta is necessary, to advise as to interpretation of setting drawings and to help generally insuring rapid, efficient progress during the setting of the terra cotta. For such services the setting contractor shall pay such setter full time at his regular wage rate. When the furnishing of such a competent setter involves traveling expenses, the setting contractor shall pay the same and also make an allowance for his board.
4. When the services of such a competent setter are not required under the Contract, the terra cotta manufacturer may, at his own option and expense, send such a representative to the work who shall perform the above services, and the setting contractor shall cooperate with, aid and facilitate the performance of such services by such representative.
5. All joints in terra cotta shall be pointed and struck as the setting progresses except in freezing weather. When re-pointing is necessary, all joints shall be raked or cut out to a depth of ½", unless otherwise specified elsewhere, and the pointing mortar driven into the joint and struck with a jointing tool.
6. Do not use frozen materials or materials mixed with or coated with ice or frost. When temperature of surrounding air is 40<sup>0</sup>F and falling, take precautions to protect masonry materials from freezing. Comply with BIA Technical Notes on Brick Construction, No. 1A, Cold Weather Masonry Construction and Protection Recommendations.
7. All joints in overhanging terra cotta, balustrades, parapets and free standing features shall have joints raked out ½", and pointed with an approved elastic cement, unless otherwise specified elsewhere.

### 3.03 PROTECTION

- A. All uncompleted walls including terra cotta and backing shall be protected by waterproof covering at night and at any time when liable to injury from storms or freezing. (Note: All other protection required for projecting courses, jambs of openings, etc., is provided for under the work of other trades.)

### 3.04 CLEANING DOWN

- A. After all setting is complete, cleaning may be done with fiber brushes and clean water. A suitable detergent solution or a ten percent muriatic acid solution may be used. Joint areas must be thoroughly washed and saturated with water before acid is applied to avoid absorption of the acid. Do not use metal tools to scrape the surface.

## SECTION 07920

### SEALANTS, CAULKINGS AND SEALS

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Exterior sealants including following locations and as required to make buildings weatherproof:
  - 1. Exterior joints around window frame.
  - 3. Exterior thresholds, front edges, rear edges, ends and screws.
  - 4. Outer perimeters of sheet metal scupper between sheet metal and stucco, masonry or concrete.
  - 5. Joints where masonry abut other materials.
  - 6. Locations indicated on the drawings and where required to make joints weathertight.
  
- B. Interior Caulking Locations using Latex Caulking:
  - 1. Joints between interior window frames and gypsum wallboard, plaster and masonry.
  - 2. Non-moving non-traffic joints between painted interior surfaces.

##### 1.02 RELATED WORK

- A. 08800 - Glazing (Sealants for glazing).
- B. 09900 - Painting.

### 1.03 SUBMITTALS

- A. Submit for review, properly identified product data, with names, catalog numbers, specifications, surface preparation, primers required for each different type of surface, mixing and application directions for each product.
  
- B. Samples:
  - 1. Submit sealant manufacturer's full color range charts for selection by Architect.
  - 2. Submit for review, small samples of each type of joint backing rod, sealant and bond breaker tape.

### 1.04 WARRANTY

- A. Provide warranty covering sealant materials and workmanship for a two year period covering joint failure. Joint failure is defined as: Leaks of air or water; evidence of loss of cohesion; cracking or splitting; fading of sealant material; migration of sealant; evidence of loss of adhesion between sealant and joint edge.
  
- B. Warranty shall be signed by Contractor and waterproofing installer.

## PART 2 PRODUCTS

### 2.01 PRIMERS

- A. As provided by sealant manufacturer, designed to insure adhesion of sealant for each type of surface encountered.

### 2.02 URETHANE SEALANT FOR TRAFFIC JOINTS

- A. ASTM C920, Type S (single component) or Type M (multicomponent); Grade P (pourable) or Grade NS (nonsag); Class 25, use T and M; and of colors as selected by Architect from manufacturer's standard color chart.
- B. Acceptable Manufacturers and Brands, Subject to Compliance With Requirements:
  - 1. Tremco: THC 900 or Dymeric.
  - 2. Pecora: Urexpan NR-200 or NR-201.
  - 3. Sonneborn: Sonolastic SL-1 Paving Joint Sealant.

### 2.03 MILDEW RESISTANT SILICONE SEALANT FOR INTERIOR WET AREAS

- A. ASTM C920, Type S (single component); Grade NS (nonsag); Class 25; use NT, G and A, and as applicable to nonporous joint substrates indicated, O; formulated with fungicide; intended for sealing interior joints with nonporous substrates and subject to in service exposure to conditions of high humidity and temperature extremes; and of colors as selected by Architect from manufacturer's standard color chart.
- B. Acceptable Manufacturers and Brands, Subject to Compliance With Requirements:
  - 1. Tremco: Proglaze White.
  - 2. Pecora: 863, 345 White.
  - 3. Sonneborn: OmniPlus.
  - 4. General Electric: SCS 1702 Sanitary.
  - 5. Dow: Dow Corning 786.

## 2.04 URETHANE OR SILICONE SEALANT FOR ALL OTHER NON-TRAFFIC JOINTS

- A. ASTM C920, Type S (single component) or Type M (Multicomponent); Grade NS (nonsag); Class 25; use NT, M, G and A; and of colors as selected by Architect from manufacturer's standard color chart.
  
- B. Acceptable Manufacturers and Brands, Subject to Compliance With Requirements:
  - 1. Tremco: Dymeric.
  - 2. Pecora: Dynatrol I or Dynatrol II.
  - 3. Sonneborn: Sonolastic NPI or NPII.
  - 4. General Electric: Silpruf Weatherproofing Sealant.
  - 5. Dow: Dow Corning 790 Silicone Building Sealant, Dow Corning 795 Silicone Building Sealant, or Dow Corning 999 Silicone Glazing Sealant.
  - 6. Mameco: Vulkem 116 and Vulkem 922.

## 2.05 LATEX CALKING COMPOUND

- A. For interior non-moving joints on and between field painted surfaces:
  
- B. Acceptable Manufacturers and Brands, Subject to Compliance With Requirements:
  - 1. DAP: Latex Caulk.
  - 2. Sonneborn: Sonolac Acrylic Latex.
  - 3. SCM Glidden Coatings and Resins: Macco Latex.
  - 4. Tremco: Acrylic Latex Caulk.
  - 5. Pecora: AC-20 Acrylic Latex Calk.

## 2.06 MODIFIED ACRYLIC LATEX ACOUSTICAL AND INSULATING SEALANT

- A. ASTM C920, Type S (single component) or Type M (multicomponent); Grade NS (nonsag); Class 25; use NT, M, A and O; and of colors as selected by Architect from manufacturer's standard color chart.
  
- B. Acceptable manufacturers and brands, subject to compliance with requirements:
  - 1. Tremco: Dynemeric 511.
  - 2. Pecora: AC-20 FTR.
  - 3. Or accepted equivalent.

## 2.07 BACKER ROD

- A. Closed cell foam rod of polyethylene, butyl neoprene or other material that will not bond to sealant, 25 to 50 percent larger in diameter than joint width.

## 2.08 BOND BREAKER TAPE

- A. Polyethylene type of widths to suit joints. Provide over joint fillers other than polyethylene type.

## PART 3 EXECUTION

### 3.01 PREPARATION

- A. Cleaning: Clean joints of mortar, dirt, oil, release agents, curing compounds, water repellants, and other materials that may reduce bond of sealant to substrate materials. Remove water and cause moisture film to dry thoroughly before applying sealant.
  - 1. For repair and remodeling work, remove damaged, loose and deteriorated sealants and back up material form joints.

- B. Priming: Prime joint surfaces as recommended by sealant manufacturer for each substrate.
- C. Masking: Apply masking tape to adjacent surfaces to protect from over application of sealant. Strip tape immediately after joints have been sealed and tooled.

### 3.02 MIXING

- A. Mix multicomponent sealants according to manufacturers' published recommendations. Observe limitations on pot life and temperature of application.

### 3.04 APPLICATION OF SEALANTS

- A. Seal joints only when joints are fully clean and free of moisture. Do not apply sealants under dusty or moist atmospheric conditions.
- B. Seal joints in traffic joints at interior and exterior and seal unfilled expansion joints in paver tile, quarry tile, concrete paving and ceramic tile of building by filling level with joint top, leaving surface flat or concave, not convex.
- C. Seal other joints by applying a constant bead of sealant from a nozzle that just fits joint width. Compress the sealant bead to fill the entire joint profile formed by the joint backing and so as to fully engage both sides of the joint.
- D. The sealant bead shall be free of ripples, sag, tool marks, tears and gaps. Slick the bead as needed to make smooth and continuous from side to side.

### 3.07 CLEANING

- A. Clean adjacent surfaces free of sealant, calking and soiling using solvent or cleaning agent before sealant cures as recommended by the manufacturer.

## SECTION 09900

### PAINTING

#### PART 1. GENERAL

##### 1.01 SECTION INCLUDES

- A. Field painting of new or modified interior building surfaces not excluded by specifications.
- B. Field painting of existing interior building surfaces not excluded by specifications.

##### 1.02 RELATED SECTIONS

- A. 07920 - Sealants, Caulkings & Seals

##### 1.03 SUBMITTALS

- A. Thirty days before starting this work, submit product data for review, including paint label analysis and application instructions for each material proposed for each coat on each surface, including names and numbers of each product conforming to " Paint Manufacturers and Products" listed herein.
- B. Thirty days before starting this work, submit to Architect for color selection and review, manufacturer's color chips of full range of colors available for each type of paint specified. Colors selected by Architect may be colors selected to match another manufacturer's colors or colors selected to match a custom color sample.
- C. After product data review and color selection, submit samples of each type and color of paint selected, applied to sample of applicable surfaces.
- D. Selected color and sheen samples shall serve as quality standard for painting work throughout project for each color and paint type.

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#### 1.04 MAINTENANCE PAINT

- A. Provide 2 (one) 1- gallon containers of each type and color of paint clearly identified as to type, color and location, for Owner's maintenance use.

#### PART 2. PRODUCTS

##### 2.01 PAINT MANUFACTURERS AND PRODUCTS LIST

- A. Use only products manufactured by same manufacturer for primer or first coat and finish coats.
- B. Manufacturer's name abbreviations used in specifications:
  - 1. Devoe: Devoe & Reynolds Co.
  - 2. TNEMEC: TNEMEC Co.
  - 3. Gold Bond: National gypsum Co.
  - 4. MAB: M.A. Bruder & Sons, Inc.
  - 5. PPG: PPG Industries, Inc. (Pittsburgh Paints)
  - 6. SW: The Sherwin Williams Co.
  - 7. Benjamin Moore
  - 8. USG: United States Gypsum Co.
  - 9. Innovative Coatings.
  - 10. Thoro System.
  - 11. VIP Entreprises.

##### 2.02 FLAT INTERIOR LATEX

- A. Devoe: Wonder Tones 36XX.
- B. TNEMEC: Tneme-Cryl Series 6.

- C. MAB: Fresh Kote Latex Flat 402 Line.
- D. PPG: Speedhide Flat Interior Wall Paint 6-70.
- E. SW: Pro-Mar 200 Flat Wall Paint B30W200 Series.
- F. Benjamin Moore: #275, Moorecraft Super Spec. Latex Flat

#### 2.03 SEMI-GLOSS INTERIOR LATEX ENAMEL

- A. Devoe: Wonder Tones Interior Acrylic Latex Semi-Gloss Enamel.
- B. TNEMEC: Tufcryn Series 29.
- C. MAB: Fresh Kote Latex Semi-Gloss Enamel.
- D. PPG: Speedhide Latex Semi-Gloss Enamel.
- E. SW: ProMar 200 Latex Semi-Gloss Enamel.
- F. Benjamin More: #276, Moorecraft Super Spec. Latex Semi-Gloss Enamel

#### 2.04 ALKYD INTERIOR METAL PRIMER

- A. Devoe: Mirrolac Rust Penetrating Metal Primer 13101.
- B. TNEMEC: Versare Primers Series 4.
- C. MAB: Rust-O-Lastic Anti-Corrosive Metal Primer 073-132.
- D. PPG: Speedhide Red Rust Inhibitive Primer 6-208 or White 6-712.
- E. SW: Kromik Metal Primer E41N1.
- F. Benjamin Moore: #C245, Super Alkyd Enamel Undercoater and Primer Sealer

### PART 3 EXECUTION

#### 3.01 PREPARATION OF SURFACES

- A. Clean surface of all dirt, dust, or other contaminants, which adversely affects adhesion of paint or appearance of finish. Moisture content of masonry, concrete,

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plaster and drywall surfaces shall not exceed 15 percent measured using a moisture meter. Thoroughly wash surfaces containing excess alkalinity as recommended by paint manufacturer.

B. Stucco, Plaster, Concrete and Masonry:

1. Remove fins, projections, protruding nails or other metal fastenings and loose or foreign materials.
2. Patch large openings and holes with Portland cement mortar and after priming, fill remaining small depressions with VIP Polymer Sealant 5000 to match texture of surface as approved by the Paint Manufacturer.

C. At Existing Painted Exterior Surfaces:

1. High pressure water blast or wire brush and water clean exterior before application of paint.
2. Contractor shall notify Owner before start of pressure cleaning operations with sufficient notice time to allow windows and doors to be closed and autos and other movable items in yards to be removed for protection.
3. Protect existing electrical panel boxes, open conduit ends, HVAC or ventilation openings from high pressure, water spray damage by plastic sheeting taped and tied in place as required. After pressure cleaning operation, remove plastic sheeting covers and tape. Verify that windows and doors are closed and secure prior to start of cleaning operations.
4. Pressure cleaning operations or wire brush and water cleaning operation shall remove loose paint, scale, dirt, mold and other stains from building surfaces.

D. Gypsum Board:

1. New Work: Fill minor irregularities with spackling compound and sand to a smooth level surface exercising care to avoid raising nap of paper. Do not paint until compound has fully cured.

2. Existing Painted Surfaces: Remove grease in kitchens and other areas by washing with Solax dissolved in warm water, rinse thoroughly and dry. Remove loose and peeling paint and sand edges of sound paint flush.

E. Woodwork:

1. New Work: Sand surfaces to achieve smooth finish. Prime wood to be painted and after drying, patch surface imperfections, cracks, holes, nail holes, and joints with putty, tinted to match transparent finish. Touch up knots and areas of high pitch content with shellac. Prepare surfaces to receive paint and transparent finishes before applying first coat. Do not sand faces of doors with medium density overlay finish.
2. Existing Painted Surfaces: Sand glossy surfaces to receive new enamel to remove gloss. Correct imperfections as specified above for new work. Wash surfaces with mineral spirits to remove grease and dirt.

- F. Metal: Wash metal surfaces with mineral spirits to remove grease, oil and dirt. Wire brush or sand surfaces to remove rust and scale. Touch up factory primed surfaces with compatible primer.

### 3.02 APPLICATION AND WORKMANSHIP

- A. Perform work using experienced skilled painters in accordance with manufacturer's published directions. Mix and thin paint only as prescribed by the paint manufacturer.
- B. Apply paint using brush, rollers or airless spray equipment. Application methods used shall provide complete coverage, uniform colors, specified thicknesses, desired sheen and accepted texture. Cut in edges by brush next to trim, abutting items and internal corners. Repaint any surfaces where differences occur in coverage, or where surfaces contain runs, sags, holidays, brush marks, air bubbles or stipple.
- C. For each coat of paint use slightly different shade than preceding coat to distinguish various coats.
- D. Sand wood surfaces between each coat, dust and apply succeeding coats.

- E. Apply succeeding coats only after paint is thoroughly dry in accord with manufacturer's published directions.
- F. Seal tops and bottoms of wood doors and door penetrations. Finish side edges of wood doors and door penetrations same as faces of doors.
- G. Finish paint tops, bottoms and side edges of exterior wood and hollow metal doors same as faces of doors.
- H. Back prime interior woodwork and cabinetwork before installation with material specified for prime coat.
- I. Before painting, remove or provide ample protection of hardware, accessories, plates, lighting fixtures and similar items. Replace items when painting is completed.
- J. At completion of work, touch up and restore field painted finish where damaged before occupancy.

### 3.03 SURFACES NOT TO BE PAINTED

- A. Painting is not required on pre-finished items, finished metal surfaces, concealed surfaces, operating parts, and labels.
- B. Pre-finished items not to be painted include the following factory finished items with a decorative finish of color acceptable to Architect:
  - 1. Acoustic materials.
  - 2. Architectural woodwork and casework.
  - 3. Finished mechanical and electrical equipment.
  - 4. Light fixtures.
  - 5. Switchgear.
  - 6. Distribution cabinets.
- C. Concealed surfaces not to be painted include wall or ceiling surfaces in the following generally inaccessible areas:

1. Furred areas and spaces above suspended ceilings.
  1. Pipe spaces.
  
- D. All surfaces in rooms not scheduled in the room finish schedule to receive finishes on walls and ceilings.
  
- E. Wall surfaces from a line 1/2 inch below top of resilient base to finish floor line.
  
- F. Finished metal surfaces not to be painted include:
  1. Factory applied baked enamel surfaces.
  2. Anodized aluminum.
  3. Stainless steel.
  4. Chromium plate.
  5. Copper.
  6. Bronze.
  7. Brass.
  
- G. Operating parts not to be painted include moving parts of operating equipment including the following:
  1. Valve stems, valve and damper operators.
  2. Linkages.
  3. Sensing devices.
  4. Motor and fan shafts.
  
- H. Labels: Do not paint over Underwriter's Laboratories, Factory Mutual or other code required labels or equipment name, identification, performance rating, or nomenclature plates.

### 3.04 PAINTING SCHEDULE

- A. Provide paint finishes, locations and type of coatings in accord with Finish Schedule, Paint Manufacturers and Products List and following schedule. Carefully examine

requirements of specification sections for this project for location, extent and nature of painting work required, including items not specifically included in schedules.

B. Existing Painted Surfaces: Omit following specified first coats provided that existing paint is unbroken, otherwise touch up or prime paint entire surface.

C. Exterior Surfaces:

1. Ferrous Metal (Including piping, and equipment):

Touch-Up Shop Primed Surface.

1 Coat - Alkyd Exterior metal Primer.

2 coats - Gloss Alkyd Exterior Enamel.

2. Galvanized Metal (Including flashings, ducts, piping, and equipment):

1 Coat - Alkyd Primer for Galvanized Metal.

2 Coats - Gloss Alkyd Exterior Metal Enamel.

4. Wood Surfaces:

1 Coat Alkyd Primer.

2 Coats - Flat or Gloss Alkyd Exterior Enamel.

As selected by Architect.

D. Interior Surfaces:

1. Gypsum Wallboard, Cement Plaster and Gypsum Plaster Walls:

1 Coat - PVA Primer Sealer.

2 Coats - Eggshell or Semi-Gloss Interior Latex Enamel.

2. All Other Gypsum Wallboard, Cement Plaster and Gypsum Plaster Ceilings:

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- 1 Coat - PVA Primer Sealer.
- 2 Coats - Flat Interior Latex.
- 3. Concrete Block,Hollow Clay Tile and Concrete:
  - 1 Coat - Block Filler (Concrete block only)
  - 2 Coats - Eggshell or Semi-Gloss Latex
- 4. Ferrous Metal:
  - Touch-Up Shop Primed Surface.
  - 1 Coat - Alkyd Metal Primer.
  - 2 Coats - Eggshell Alkyd Enamel.
- 5. Galvanized Metal: Use same type primer as specified for exterior galvanized metal areas.
  - 1 Coat - Alkyd Primer for Galvanized Metal.
  - 2 Coats - Eggshell Alkyd Enamel.
- 6. All Other Wood Trim (Paint Finish):
  - 1 Coat - Alkyd Enamel Undercoater.
  - 2 Coats - Eggshell Alkyd Enamel.

## DIVISION 10

### RFP RESPONSE FORMS INCLUDING CHECKLIST

**6.0.  
CHECK LIST**

This checklist is provided to help you conform to all form/document requirements stipulated in this RFP and attached herein.

	<u>Submitted With Proposal</u>
<p><b>6.1 RFQ Information Form</b></p> <p>This form <i>must be completed, signed, and returned</i> with Proposal.</p>	YES _____
<p><b>6.2 Certificate of Authority</b>, to be completed, <i>signed</i> and returned with Proposal.</p> <p><i>Complete applicable form only.</i></p> <p>6.2.1. Certificate of Authority (If Corporation)</p> <p>6.2.2. Certificate of Authority (If Partnership)</p> <p>6.2.3. Certificate of Authority (If Joint Venture)</p> <p>6.2.4. Certificate of Authority (If Individual)</p>	YES _____
<p><b>6.3 Indemnification &amp; Insurance Requirements</b></p> <p>Acknowledgment of receipt of information on the insurance requirements for this RFQ (<i>must be signed</i>)</p>	YES _____
<p><b>6.4 Debarment &amp; Suspension Certificate (must be signed)</b></p>	N/A
<p><b>6.5 Proof of Current M/WBE Certification (if applicable)</b> Provide copy of registration.</p>	YES _____

6.6 Proof of current Occupational License	YES _____
6.7 Statement of No Bid/Response	YES _____
6.8 Statement of Compliance with Ordinance 10032	YES _____
6.9 Contractor's Qualification Statement	YES _____
6.10 Conflict of Interest, <i>if applicable</i>	YES _____
6.11 Payment and Performance Bond	YES _____
6.12 Complete Response <i>with all required documentation</i>	YES _____

**6.1. RFQ INFORMATION FORM**

I certify that any and all information contained in this RFQ is true; and I further certify that this RFQ is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a RFQ for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the RFQ, and certify that I am authorized to sign for the Responding firm. Please print and sign your name on the following:

Firm's Name: \_\_\_\_\_

Principal Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail address: \_\_\_\_\_@\_\_\_\_\_

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

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

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

**FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE**

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6.2.1

**CERTIFICATE OF AUTHORITY  
(IF CORPORATION)**

STATE OF )

) SS:

COUNTY OF )

I HEREBY CERTIFY that a meeting of the Board of Directors of the

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

a corporation existing under the laws of the State of \_\_\_\_\_, held on  
\_\_\_\_\_, 20\_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Proposal

dated, \_\_\_\_\_, 20\_\_\_\_, to The Miami Parking Authority and this corporation and that

their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed,

shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

Secretary: \_\_\_\_\_

(SEAL)

**FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE**

**Olympus Building – Window Restoration**  
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6.2.2

**CERTIFICATE OF AUTHORITY  
(IF PARTNERSHIP)**

STATE OF )  
 ) SS:  
COUNTY OF )

I HEREBY CERTIFY that a meeting of the Partners of the

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

organized and existing under the laws of the State of \_\_\_\_\_ , held  
on \_\_\_\_\_ , 20 \_\_\_\_\_ , the following resolution was duly passed and adopted:

"RESOLVED, that, \_\_\_\_\_ , as \_\_\_\_\_ of the  
Partnership, be and is hereby authorized to execute the Proposal dated, \_\_\_\_\_  
20 \_\_\_\_\_ , to The Miami Parking Authority and this partnership and that their execution  
thereof, attested by the \_\_\_\_\_

\_\_\_\_\_ shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_

Secretary: \_\_\_\_\_

(SEAL)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DISQUALIFY YOUR  
RESPONSE**

**Olympus Building – Window Restoration**  
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**09900-106**

6.2.3

**CERTIFICATE OF AUTHORITY  
(IF JOINT VENTURE)**

STATE OF )  
 ) SS:  
COUNTY OF )

I HEREBY CERTIFY that a meeting of the Principals of the

\_\_\_\_\_

organized and existing under the laws of the State of

\_\_\_\_\_, held on \_\_\_\_\_,  
20\_\_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that, \_\_\_\_\_ as \_\_\_\_\_ of the Joint  
Venture be and is hereby authorized to execute the Proposal dated, \_\_\_\_\_ 20\_\_\_\_, to  
The Miami Parking Authority official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of  
\_\_\_\_\_, 20\_\_\_\_\_.

Secretary: \_\_\_\_\_

(SEAL)

**FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE.**

6.2.4

**CERTIFICATE OF AUTHORITY  
(IF INDIVIDUAL)**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

I HEREBY CERTIFY that as an individual, I \_\_\_\_\_  
(Name of Individual)  
\_\_\_\_\_ and as a d/b/a (doing business as) \_\_\_\_\_  
(if applicable)  
\_\_\_\_\_ exist under the laws of the State of  
Florida.

"RESOLVED, that, as an individual and/or d/b/a (if applicable), be and is hereby authorized to execute the Proposal dated, \_\_\_\_\_, 20\_\_\_\_, to The Miami Parking Authority as an individual and/or d/b/a (if applicable) and that my execution thereof, attested by a Notary Public of the State, shall be the official act and deed of this attestation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of Notary Public this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_\_.

NOTARY PUBLIC: \_\_\_\_\_

Commission No.: \_\_\_\_\_

I personally know the individual/do not know the individual (Please Circle)

Driver's License # \_\_\_\_\_

(SEAL)

**FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE.**

### 6.3.

## INDEMNIFICATION AND INSURANCE

### INDEMNIFICATION

Successful Contractor shall indemnify, defend and hold harmless the MPA and its officials, consultants, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, cost, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by the Contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Successful Contractor or its employees, agents, or subcontractors (collectively referred to as "Contractor"), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent, or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnitees, or any of them or (ii) the failure of the Successful Contractor to comply with any of the provisions in the Contract or the failure of the Successful Contractor to conform to statutes, ordinances or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of the Contract. Successful Contractor expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Proposer, or any of its subcontractors, as provided above, for which the Successful Contractor's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws.

Successful Contractor further agrees to indemnify, defend and hold harmless the Indemnitees from and against (i) any and all Liabilities imposed on account of the violation of any law, ordinance, order, rule, regulation, condition, or requirement, in any way related, directly or indirectly, to Successful Contractor's performance under the Contract, compliance with which is left by the Contract to the Contractor, and (ii) any and all claims, and/or suits for labor and materials furnished by the Successful Contractor or utilized in the performance of the Contract or otherwise. Where not specifically prohibited by law, Successful Contractor further specifically agrees to indemnify, defend and hold harmless the Indemnitees from all claims and suits for any liability, including, but not limited to, injury, death, or damage to any person or property whatsoever, caused by, arising from, incident to, connected with or growing out of the performance or non-performance of the Contract which is, or is alleged to be, caused in part (whether joint, concurrent or contributing) or in whole by any act, omission, default, or negligence (whether active or passive) of the Indemnitees. The foregoing indemnity shall also include liability imposed by any doctrine of strict liability.

The Successful Contractor shall furnish to MPA c/o Procurement Department, 190 NE 3<sup>rd</sup> Street, Miami, Florida 33132, Certificate(s) of Insurance prior to contract execution which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

**Olympus Building – Window Restoration**  
**RJHA Project No. 08-3301**  
**09900-109**

**INSURANCE REQUIREMENTS**  
**“CONSTRUCTION CONTRACTS”**

**1. COMMERCIAL GENERAL LIABILITY**

A. Limits of Liability

Bodily Injury and Property Damage Liability

Each Occurrence \$1,000,000

General Aggregate Limit \$2,000,000

Personal and Adv. Injury \$1,000,000

Products/Completed Operations \$1,000,000

B. Endorsements Required

City of Miami included as additional insured (***CG 2010 11/85***)

DOSP d/b/a Miami Parking Authority as an additional insured

Employees included as insured

Independent Contractors Coverage

Contractual Liability

Waiver of Subrogation

Premises/ Operations

Explosion, Collapse and Underground Hazard

Incidental Medical Malpractice

Loading and Unloading

Mobile Equipment (Contractors Equipment) whether owned, leased, borrowed, or rented by the Contractor or employees of the Contractor

**II. AUTOMOBILE BUSINESS**

A. Limits of Liability

Bodily Injury and Property Damage Liability

Combined Single Limit

Any Auto

Including Hired, Borrowed or Non-Owned Autos

Any One Accident \$ 1,000,000

B. Endorsements Required

City of Miami is included as Additional Insured

DOSP d/b/a Miami Parking as an additional insured

Employees included as insured

**III. WORKER'S COMPENSATION**

Limits of Liability

Statutory-State of Florida

Waiver of Subrogation

**IV. EMPLOYER'S LIABILITY**

Limits of Liability

\$1,000,000 for bodily injury caused by an accident, each accident.

\$1,000,000 for bodily injury caused by disease, each employee

\$1,000,000 for bodily injury caused by disease, policy limit

**V. CONTRACTOR'S PROFESSIONAL LIABILITY**

Project Specific Coverage

Each Claim \$1,000,000.00

Aggregate \$1,000,000.00

**Olympus Building – Window Restoration**

**RJHA Project No. 08-3301**

**09900-111**

**VI. UMBRELLA POLICY**

A. Limits of Liability

Bodily Injury and Property Damage Liability

Each Occurrence \$ 1,000,000.00

Aggregate \$ 1,000,000.00

B. City of Miami listed as an additional insured

DOSP d/b/a Miami Parking as an additional insured

Increased limits to General Liability, Auto and Employer's Liability Coverage

**VII. PAYMENT AND PERFORMANCE BOND**

City of Miami & DOSP d/b/a Miami Parking Authority as dual Obligees.

**VIII. BUILDER'S RISK**

Causes of Loss: All Risk-Specific Coverage Project Location

Valuation: Replacement Cost

Deductible: \$2,500 All other Perils

5% maximum on Wind

City of Miami included as an additional insured

DOSP d/b/a Miami Parking as an additional insured

C. Limit- at Site: \$1,500,000.00

D. Coverage Extensions:

- Materials, supplies and similar property owned by others for which you are responsible.
- Full coverage up to policy limits for equipment breakdown.
- Temporary storage/transit coverage.
- Full coverage up to policy limits for site preparation, re-excavation, re-preparation and re-grade in the event of a loss.
- Fences, scaffolding, construction forms coverage and signs
- Valuable papers coverage for blueprints, site plans and similar documents.
- Trees, shrubs, sod, plants while at premises.
- Flood, including inundation, rain, seepage and water damage.
- Earthquake
- Business Interruption
- Subsidence
- New ordinance or law; reimbursement for any resulting loss of value to the undamaged portion, and required demolition expenses, including construction necessary to repair, rebuild or re-construct damaged parts.
- Escalation clause in the event of a total loss up to 5% of policy limit.
- Temporary structures, cribbing and false work built or erected at construction site.
- Unintentional errors and omissions in reporting clause
- Full coverage up to policy limits for testing including physical loss caused by pneumatic and hydrostatic testing.
- Debris Removal.

The MPA and the City is required to be named as additional insured. **BINDERS ARE UNACCEPTABLE.**

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Successful Contractor(s).

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The Company must be rated no less than "A" as to management, and no less than "Class X" as to financial strength, by the latest edition of Best's Key Rating Insurance Guide or acceptance of insurance company which holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

NOTE: MPA RFP NUMBER AND/OR TITLE OF RFQ MUST APPEAR ON EACH CERTIFICATE.

Compliance with the foregoing requirements shall not relieve the Successful Contractor(s) of his liability and obligation under this section or under any other section of this Agreement.

The Successful Contractor(s) shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option terms that may be granted to the Successful Contractor(s).

**--If insurance certificates are scheduled to expire** during the contractual period, the Successful Contractor(s) shall be responsible for submitting new or renewed insurance certificates to the MPA at a minimum of ten (10) calendar days in advance of such expiration.

**--In the event that expired certificates are not replaced** with new or renewed certificates which cover the contractual period, the MPA shall:

- A) Suspend the Contract until such time as the new or renewed certificates are received by the MPA in the manner prescribed in the RFP
  
- B) The MPA may, at its sole discretion, terminate the Contract for cause and seek re-procurement damages from the Successful Contractor(s) in conjunction with the violation of the terms and conditions of the Contract.

The undersigned Contractor acknowledges that they have read the above information and agrees to comply with all the above MPA requirements.

Contractor: \_\_\_\_\_ Signature: \_\_\_\_\_  
(Company name)

Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

**FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE.**

**Olympus Building – Window Restoration**  
**RJHA Project No. 08-3301**  
**09900-114**

6.4.

DEBARMENT AND SUSPENSION

(a) Authority and requirement to debar and suspend:

After reasonable notice to an actual or prospective contractual party, and after reasonable opportunity to such party to be heard, the Executive Director, after consultation with the Chief Procurement Officer, the City Attorney, shall have the authority to debar a contractual party for the causes listed below from consideration for award of MPA contracts. The debarment shall be for a period of not fewer than three (3) years. The Executive Director shall also have the authority to suspend a contractor from consideration for award of MPA contracts if there is probable cause for debarment. Pending the debarment determination, the authority to debar and suspend contractors shall be exercised in accordance with regulations which shall be issued by the Chief Procurement Officer after approval by the Executive Director, the City Attorney, and the Board of Directors.

(b) Causes for debarment or suspension include the following:

1. Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract;
2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty;
3. Conviction under state or federal antitrust statutes arising out of the submission of bids or Responses;
4. Violation of contract provisions, which is regarded by the Chief Procurement Officer to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a contract or to perform within the time limits provided in a contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension;
5. Debarment or suspension of the contractual party by any federal, state or other governmental entity;
6. False certification pursuant to paragraph (c) below; or
7. Any other cause judged by the Executive Director to be so serious and compelling as to affect the responsibility of the contractual party performing MPA contracts.

(c) Certification:

All contracts for goods and services, sales, and leases by the MPA shall contain a certification that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations set forth above or debarred or suspended as set forth in paragraph (b) (5).

The undersigned hereby certifies that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations set forth above, or debarred or suspended as set forth in paragraph (b) (5).

Company name: \_\_\_\_\_

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

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

**FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE**

**6.5 CURRENT M/WBE CERTIFICATION** (Attach proof of certification if applicable)

INFORMATION SHEET

**MINORITY/WOMEN CLASSIFICATION AND PARTICIPATION**

**1. Indicate MINORITY/WOMEN CLASSIFICATION OF BUSINESS ENTERPRISE (Bidder):**

( ) Black      ( ) Hispanic      ( ) Women      ( ) Other (Non-Minority)

**2. Detail MINORITY/WOMEN PARTICIPATION within your firm, or as it may apply to this bid, if awarded:**

**A. JOINT VENTURE: Provide information regarding Minority/Women firm participating as such, and the extent of participation.**

<u>Firm Name/Address</u>	<u>Gender/Ethnicity</u>	<u>% of Bid</u>
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**B. SUBCONTRACTORS: Provide information regarding Minority/Women firms which will be subcontractors for this Bid, and their extent of the work.**

<u>Firm Name/Address</u>	<u>Gender/Ethnicity</u>	<u>% of Bid</u>
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**C. SUPPLIER: Provide detail regarding Minority/Women firms that will supply you with goods or services, and the extent.**

<u>Firm Name/Address</u>	<u>Gender/Ethnicity</u>	<u>% of Bid</u>
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**6.7 STATEMENT OF NO RESPONSE**

NOTE: If you do not intend to submit a Response on this commodity or service, please return this form in the Response envelope on or before Proposal/Bid/RFP opening. Failure to respond either by submitting a bid or this completed form will be cause for removal from the vendor/Bidder's list.

Miami Parking Authority

Procurement Office

190 NE 3<sup>rd</sup> Street

Miami, FL 33132

We, the undersigned, have declined to submit a Response on your Bid No. RFP08-03 Olympia Window Restoration Services

for the following reasons:

\_\_\_\_\_ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).

\_\_\_\_\_ Insufficient time to respond to the RFP.

\_\_\_\_\_ We do not offer this product or service.

\_\_\_\_\_ Our schedule would not permit us to perform.

\_\_\_\_\_ We are unable to meet specifications.

\_\_\_\_\_ We are unable to meet bond requirements.

\_\_\_\_\_ Specifications are unclear (explain below).

\_\_\_\_\_ We are unable to meet insurance requirements.

\_\_\_\_\_ Remove us from your Bidders'/Contractors' list for this commodity or service.

\_\_\_\_\_ Other (specify below).

Remarks: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

We understand that if this statement is not completed and returned, our company may be deleted from the Miami Parking Authority Bidders' list for this commodity or service.

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

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

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

Telephone: \_\_\_\_\_

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

**FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY THIS RESPONSE.**

**Olympus Building – Window Restoration**  
**RJHA Project No. 08-3301**  
**09900-118**

6.8. STATEMENT OF COMPLIANCE WITH ORDINANCE NO. 10032

Contractor certifies that (s)he has read and understood the provisions of City of Miami Ordinance No. 10032 (Section 18-105 of the City Code) pertaining to the implementation of a **“First Source Hiring Agreement.”**

Contractor will complete and submit the following questions as part of the RFP.

Violations of this Ordinance may be considered cause for annulment of a Contract between the Successful Contractor(s) and the MPA.

A. Do you expect to create new positions in your company in the event your company was awarded a Contract by the MPA? \_\_\_\_\_ Yes \_\_\_\_\_ No

B. In the event your answer to Question “A” is yes, how many new positions would you create to perform this work? \_\_\_\_\_

C. Please list below the title, rate of pay, summary of duties, number of positions, and expected length or duration of all new positions which might be created as a result of this award of a Contract.

POSITION /TITLE	RATE OF PAY	NUMBER OF	EXPECTED LENGTH OF
	<u>Hourly/Weekly DUTIES</u>	<u>POSITIONS</u>	<u>DURATION</u>

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_
- 6) \_\_\_\_\_
- 7) \_\_\_\_\_
- 8) \_\_\_\_\_

(Use additional sheets if necessary)

CONTRACTOR'S NAME: \_\_\_\_\_

SIGNATURE/TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY RESPONSE.

**Olympus Building – Window Restoration**  
**RJHA Project No. 08-3301**  
**09900-119**

**6.9. Contractor's Qualification Statement**

**INSTRUCTIONS:**

This questionnaire is to be included with your response. **Do not leave any questions unanswered.** When the question does not apply, write the word(s) "None", or "Not Applicable", as appropriate. Please print.

**COMPANY**

**NAME:** \_\_\_\_\_

**COMPANY OFFICERS:**

President \_\_\_\_\_

Vice President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

**COMPANY OWNERSHIP:**

\_\_\_\_\_ % of ownership

\_\_\_\_\_ % of ownership

\_\_\_\_\_ % of ownership

\_\_\_\_\_ % of ownership

**Olympus Building – Window Restoration**

**RJHA Project No. 08-3301**

**09900-120**

**LICENSES:**

1. County or Municipal Occupational License No. \_\_\_\_\_  
(attach copy with bid)
  
2. Occupational License Classification \_\_\_\_\_
  
3. Occupational License Expiration Date: \_\_\_\_\_
  
4. Metro-Dade County Certificate of Competency No. \_\_\_\_\_  
(attached copy if requested in Bid or RFP)
  
5. Social Security or Federal I.D. No. \_\_\_\_\_

**EXPERIENCE:**

6. Number of Years your organization has been in business: \_\_\_\_\_
  
7. Number of Years experience BIDDER/CONTRACTOR (person, principal of firm, owner) has had in operation of the type required by the specifications of the Bid : \_\_\_\_\_
  
8. Number of Years experience BIDDER/CONTRACTOR (firm, corporation, proprietorship) has had in operation of the type required by the specifications of the Bid : \_\_\_\_\_
  
9. Experience Record: List references who may be contacted to ascertain information on past and/or present contracts, work, jobs, that BIDDER/CONTRACTOR has performed of a type similar to that required by specifications of the RFP with whom you have done business with in the past three (3) years:

FIRM NAME/ADDRESS

DATE OF JOB

DESCRIPTION OF JOB

\_\_\_\_\_

\_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

FIRM NAME/ADDRESS

DATE OF JOB

DESCRIPTION OF JOB

\_\_\_\_\_

\_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

FIRM NAME/ADDRESS

DATE OF JOB

DESCRIPTION OF JOB

\_\_\_\_\_

\_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

FIRM NAME/ADDRESS

DATE OF JOB

DESCRIPTION OF JOB

\_\_\_\_\_

\_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

**Olympus Building – Window Restoration**

**RJHA Project No. 08-3301**

**09900-122**

FIRM NAME/ADDRESS

DATE OF JOB

DESCRIPTION OF JOB

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CONTACT PERSON:\_\_\_\_\_

PHONE NO.:\_\_\_\_\_

FIRM NAME/ADDRESS

DATE OF JOB

DESCRIPTION OF JOB

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CONTACT PERSON:\_\_\_\_\_

PHONE NO.:\_\_\_\_\_

FIRM NAME/ADDRESS

DATE OF JOB

DESCRIPTION OF JOB

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CONTACT PERSON:\_\_\_\_\_

PHONE NO.:\_\_\_\_\_

**FAILURE TO FULLY COMPLETE, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE**

**Olympus Building – Window Restoration**  
**RJHA Project No. 08-3301**  
**09900-123**

**6.10 NO CONFLICT OF INTEREST, NON-COLLUSION CERTIFICATION**

Submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

The undersigned, as Bidder/Contractor, declares that the only persons interested in this RFP are named herein; that no other person has any interest in this RFP or in the Contract to which this RFP pertains; that this response is made without connection or arrangement with any other person; and that this response is in every respect fair and made in good faith, without collusion or fraud.

The Bidder/Contractor agrees if this response/submission is accepted, to execute an appropriate MPA document for the purpose of establishing a formal contractual relationship between the Bidder/Contractor and the MPA, for the performance of all requirements to which the response/submission pertains.

The Bidder/Contractor states that this response is based upon the documents identified by the following number: Bid/RFP No \_\_\_\_\_ .

The full names and residences of persons and firms interested in the foregoing bid/proposal, as principals, are as follow:

Name	Street Address	City	State	Zip

The Bidder/Contractor further certifies that this response/submission complies with Section 4(c) of the Charter of the City of Miami, Florida, that, to the best of its knowledge and belief, no Commissioner, Mayor, or other officer or employee of the MPA has an interest directly or indirectly in the profits or emoluments of the Contract, job, work or service to which the response/submission pertains.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

Company Name

**Olympus Building – Window Restoration**  
**RJHA Project No. 08-3301**  
**09900-124**

### 6.13 RFP TIMETABLE AND EVALUATION/SELECTION PROCESS

RFP Available To Public	November 23,2008
Deadline for Receipt of Questions	December 11,3008@5:00PM(local time)
Pre Bid Conference (Mandatory)	December 9,2008@ 2:00PM (local time)
Submission Deadline	December 19,2008 @ 2:00 PM (local time)
Evaluation of Responses	December 2008
Recommendation to the Board of MPA	February 2009
Contract Award	February 2009

Copies of this RFP package can be obtained by visiting, phoning or writing Miami Parking Authority 190 NE 3<sup>rd</sup> Street, Miami, Florida 33132 telephone (305) 373-6789. The RFP is also available on MPA's website: [www.miamiparking.com](http://www.miamiparking.com). There is no charge for the first copy of the solicitation package. A fee of \$5.00 will be charged for each additional package requested by any person or entity. An additional \$5.00 fee will be charged to mail the package.

To request the RFP package through the United States Postal Service, mail your request with the following information: the RFP number and title, the name of the prospective Contractor's contact person, mailing address, telephone number and fax number, along with a \$5.00 check or money order made payable to Miami Parking Authority.

Contractors who obtain copies of this Solicitation from sources other than the Authority risk the potential of not receiving addenda, since their names will not be included on the list of firms participating in the process for this particular Solicitation. Such Contractors are solely responsible for those risks.

#### 6.14 THE PROCEDURE FOR RESPONSE EVALUATION AND SELECTION IS AS FOLLOWS:

1. Request for Proposal issued.
2. Receipt of responses.
3. Opening and listing of all responses received
4. A Certification Committee consisting of professionals and/or MPA staff will review each submission for compliance with the submission requirements of the RFP, including verifying that each submission includes all documents required. In addition, the Certification Committee will ascertain whether the Contractor is qualified to render the required services according to State regulations.
5. An Evaluation Committee, appointed by the Executive Director, shall meet to evaluate each certified response in accordance with the requirements of this RFP. The evaluation & selection process will be carried out in two phases. For phase 1, the top five (5) most responsible and responsive Submissions will be selected and ranked accordingly. For phase 2, the evaluation committee may invite the top five (5) Contractors for an interview/oral presentation at their discretion. Out of the top five (5) Contractors, a minimum of three may be selected to provide quotes for various future and/or current projects. The firms deemed qualified by the Committee will be selected to complete individual assignments/projects on an as needed-basis.
6. The Evaluation Committee shall forward their recommendation to the Executive Director who will make a recommendation to the Board.

## 6.15 EVALUATION CRITERIA

Responses shall be evaluated based upon the following criteria and weight:

- a. **(60 Points)** Experience, implementation and demonstrated ability and track record in projects of similar scope and complexity. Experience in working with municipalities and/or authorities. Evidence of capacity and skill of firm to perform, including timeliness, stability and availability.
- b. **(30 Points)** Quality and relevance of references. Tenure of assigned personnel with firm and length of time in the industry.
- c. **(5 Points)** Demonstrated good faith effort and commitment in the recruitment, selection and promotion of minorities and women in the firm, consistent with the policies and procedures of the Miami Parking Authority and the City. Minority participation in terms of ownership, joint venture, subcontracting of services, and/or Affirmative Action Plan.
- d. **(5 Points)** Evidence of Corporate Social Responsibility. Include a complete presentation of service to the community during the past three (3) years. This may include contributions of cash, property and/or in-kind services to civic/educational/social organizations, etc.

### TOTAL OF 100 POSSIBLE POINTS

7. After considering the recommendation(s) of the Evaluation Committee, the Executive Director shall recommend to the Board, the response or responses which the Executive Director deems to be in the best interest of the MPA.
8. The Board shall consider the Executive Director's and the Evaluation Committees recommendation(s) and, if appropriate and required, approve the Executive Director's recommendation(s). The Board of Directors may also reject any or all responses.