

**Palmview Municipal Development District  
Greg's Ballroom  
Building Demolition  
PALMVIEW, TX**



Document 000101 Project Title Page

# **REQUEST FOR QUOTE PROJECT MANUAL**

**VOLUME 1**



**108 W 18th STREET  
MISSION, TEXAS 78572  
(956) 581-0143**

**SET No.**

**PROJECT No. 20-125**

**Palmview Municipal Development District  
 Greg's Ballroom Building Demolition  
 Palmview, Texas 78572  
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SECTION 00 11 13 – REQUEST FOR QUOTES

1.1 PROJECT INFORMATION

- A. Notice to Vendors: Qualified vendors may submit quotes for project as described in this Document. Submit quotes according to the Instructions to Vendors.
  - 1. Regulatory Requirements: Palmview Municipal Development District shall govern submittal, opening, and award of quotes.
- B. Project Identification: Greg's Ballroom Building Demolition.
  - 1. Project Location: 434 West Palma Vista Drive, Palmview, Texas 78572.
- C. Owner: Palmview Municipal Development District (PMDD)
  - 1. Owner's Representative: Michael Leo
  - 2. Owner's Representative: Rudy Flores
- D. Engineer: Hinojosa Engineering, Inc.
  - 3. Engineer of Record: Ricardo Hinojosa, PE
  - 4. Project Manager: Alberto Treviño
- E. Project Description: Project consists of Asbestos Survey, Asbestos Abatement of certain asbestos containing materials if found after asbestos survey is done, along with the Demolition of existing Building, Foundations, Mechanical, Electrical, Plumbing Equipment and Flatwork areas; including disconnection of existing utilities at local corporation ends.
  - 1. Project cost rang is anticipated to be under \$ 500,000.00
- F. Construction Contract: Quotes will be received for the following Work:
  - 1. General Contract (all trades).

1.2 QUOTE SUBMITTAL AND OPENING

- A. Owner will receive sealed lump sum Quotes until the bid time and date at the location given below. Owner will consider bids prepared in compliance with the Instructions to Vendors issued by the owner, and delivered as follows:
  - 1. Quote Date: Monday, September 28, 2020
  - 2. Quote Time: 10:00 AM Local Time
  - 3. Attention: Mr. Michael Leo, City Manager
- B. Location: City of Palmview City Hall – 400 W. Veterans Blvd. Palmview, Texas 78572.
- C. Quotes will be thereafter publicly opened and read aloud
  - 1. Quote Opening: Monday, September 28, 2020
  - 2. Quote Opening time: 10:15 AM Local Time

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**1.3 DOCUMENTS**

- A. Digital Procurement and Contracting Documents: Documents will be provided to prime vendors, respective trade subcontractors and suppliers; only complete sets of documents will be issued.
  - 1. Deposit (Non-Refundable Cash Deposit): \$20.00 per set on USB
  - 2. Shipping: Additional shipping charges will apply.
- B. Complete sets of Procurement and Contracting Documents shall be used in preparing quotes; neither the Owner nor Engineer assumes any responsibility for error or misrepresentations resulting from the use of incomplete sets.

**1.4 TIME OF COMPLETION AND LIQUIDATED DAMAGES**

- A. Successful vendor shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time. Work is subject to liquidated damages.

**1.5 VENDOR'S QUALIFICATIONS**

- A. Vendors must be properly licensed under the laws governing their respective trades and Shall be able to obtain insurance and bonds required for the Work. A Performance Bond, separate Labor and Material Payment Bond, and Insurance in a form acceptable to Owner will be required of the successful Vendor.

**1.6 NOTIFICATION**

- A. This Request for Quotes document is issued by: Michael Leo, City Manager, and Hinojosa Engineering, Inc.

**END OF DOCUMENT 00 11 13**

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DOCUMENT 00 21 16.11 - INSTRUCTIONS TO VENDORS

1.0 REFERENCE

- A. AIA Document A701, "Instructions to Bidders," is hereby incorporated into the Procurement and Contracting Requirements by reference, and modifications for this project.
- B. Reference Section 00 11 13 – Request for Quotes.

1.1 DEFINITIONS

- A. Procurement Documents include the Quote Requirements and the proposed Contract Documents. The Quote Requirements consist of the Request for Quotes, Instructions to Vendors, Supplementary Instructions to Vendors, the Quote form, and other sample Quote and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.
- B. Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Procurement Documents.
- C. Addenda are written, or graphic instruments issued by the Engineer prior to the execution of the Contract which modify or interpret the Procurement Documents by additions, deletions, clarifications or corrections.
- D. A Quote is a complete and properly executed Quote to do the Work for the sums stipulated therein, submitted in accordance with the Procurement Documents.
- E. A Unit Price is an amount stated in the Quote as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Procurement Documents.
- F. A Vendor is a person or entity who submits a Quote and who meets the requirements set forth in the Procurement Documents
- G. A Sub-Vendor is a person or entity who submits a Quote to a Vendor for materials, equipment or labor for a portion of the Work.

2.0 VENDOR'S REPRESENTATIONS

- A. The Vendor by making a Quote represents that:
  - 1. The Vendor has read and understands the Procurement Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Quote is submitted, and for other portions of the Project, if any, being Quoted concurrently or presently under construction.
  - 2. The Quote is made in compliance with the Procurement Documents.

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3. The Vendor has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Vendor's personal observations with the requirements of the proposed Contract Documents.
4. The Quote is based upon the materials, equipment and systems required by the Procurement Documents without exception.

**3.0 PROCUREMENT DOCUMENTS**

**3.1 COPIES**

- A. Vendors may obtain complete sets of the Procurement Documents from the issuing office designated in the Request for Quotes in the number and for the deposit sum, if any, stated therein.
- B. Procurement Documents will not be issued directly to Sub-Vendors unless specifically offered in the Request for Quotes, or in supplementary instructions to Vendors.
- C. Vendors shall use complete sets of Procurement Documents in preparing Quotes; neither the Owner nor Engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Procurement Documents.
- D. The Owner and Engineer may make copies of the Procurement Documents available on the above terms for the purpose of obtaining Quotes on the Work. No license or grant of use is conferred by issuance of copies of the Procurement Documents.

**3.2 INTERPRETATION OR CORRECTION OF PROCUREMENT DOCUMENTS**

- A. The Vendor shall carefully study and compare the Procurement Documents with each other, and with other work being Quoted concurrently or presently under construction to the extent that it relates to the Work for which the Quote is submitted, shall examine the site and local conditions, and shall at once report to the Engineer errors, inconsistencies or ambiguities discovered.
- B. Procurement Documents will not be issued directly to Sub-Vendors unless specifically offered in the Request for Quotes, or in supplementary instructions to Vendors.
- C. Vendors shall use complete sets of Procurement Documents in preparing Quotes; neither the Owner nor Engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Procurement Documents.
- D. The Owner and Engineer may make copies of the Procurement Documents available on the above terms for the purpose of obtaining Quotes on the Work. No license or grant of use is conferred by issuance of copies of the Procurement Documents.
- E. Vendors and Sub-Vendors requiring clarification or interpretation of the Procurement Documents shall make a written request which shall reach the Engineer at least two days prior to the date for receipt of Quotes.
- F. Interpretations, corrections and changes of the Procurement Documents will be made by Addendum. Interpretations, corrections and changes of the Procurement Documents made in any other manner will not be binding, and Vendors shall not rely upon them.

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**3.3 SUBSTITUTIONS**

- A. The materials, products and equipment described in the Procurement Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.
- B. No substitution will be considered prior to receipt of Quotes unless written request for approval has been received by the Engineer at least two days prior to the date for receipt of Quotes. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the Vendor. The Engineer's decision of approval or disapproval of a proposed substitution shall be final.
- C. If the Engineer approves a proposed substitution prior to receipt of Quotes, such approval will be set forth in an Addendum. Vendors shall not rely upon approvals made in any other manner.
- D. No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

**3.4 ADDENDA**

- A. Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Procurement Documents.
- B. Copies of Addenda will be made available for inspection wherever Procurement Documents are on file for that purpose.
- C. Addenda will be issued no later than two days prior to the date for receipt of Quotes except an Addendum withdrawing the Request for Quotes or one which includes postponement of the date for receipt of Quotes.
- D. Each Vendor shall ascertain prior to submitting a Quote that the Vendor has received all Addenda issued, and the Vendor shall acknowledge their receipt in the Quote.

**4.0 QUOTE PROCEDURES**

**4.1 PREPARATION OF QUOTES**

- A. Quotes shall be submitted on the forms included with the Procurement Documents.
- B. All blanks on the Quote form shall be legibly executed in a non-erasable medium.
- C. Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.
- D. Interlineations, alterations and erasures must be initialed by the signer of the Quote.
- E. Where two or more Quotes for designated portions of the Work have been requested, the Vendor may, without forfeiture of the Quote security, state the Vendor's refusal to accept

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award of less than the combination of Quotes stipulated by the Vendor. The Vendor shall make no additional stipulations on the Quote form nor qualify the Quote in any other manner.

- F. Each copy of the Quote shall state the legal name of the Vendor and the nature of legal form of the Vendor. The Vendor shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Vendor to a contract. A Quote by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Quote submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Vendor

4.2 NOT USED

4.3 SUBMISSION OF QUOTES

- A. A Vendor shall submit its Quote as indicated in Section 00 11 13 – Request for Quotes.
- B. Paper copies of the Quote, the Quote security, if any, and any other documents required to be submitted with the Quote shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Quotes and shall be identified with the Project name, the Vendor's name and address and, if applicable, the designated portion of the Work for which the Quote is submitted. If the Quote is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED QUOTE ENCLOSED" on the face thereof.
- C. Quotes shall be deposited at the designated location prior to the time and date for receipt of Quotes. Quotes received after the time and date for receipt of Quotes will be returned unopened.
- D. The Vendor shall assume full responsibility for timely delivery at the location designated for receipt of Quotes.
- E. Oral, telephonic, telegraphic, facsimile or other electronically transmitted Quotes will not be considered.

4.4 MODIFICATION OR WITHDRAWL OF QUOTE

- A. A Quote may not be modified, withdrawn or canceled by the Vendor during the stipulated time period following the time and date designated for the receipt of Quotes, and each Vendor so agrees in submitting a Quote.
- B. Prior to the time and date designated for receipt of Quotes, a quote submitted may be modified or withdrawn by notice to the party receiving Quotes at the place designated for receipt of Quotes. Such notice shall be in writing over the signature of the Vendor. Written confirmation over the signature of the Vendor shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Quotes. A change shall be so worded as not to reveal the amount of the original Quote.
- C. Withdrawn Quotes may be resubmitted up to the date and time designated for the receipt of Quotes provided that they are then fully in conformance with these Instructions to Vendors.
- D. Quote security, if required, shall be in an amount sufficient for the Quote as resubmitted.



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5.0 CONSIDERATION OF QUOTES

5.1 OPENING OF QUOTES

At the discretion of the Owner, if stipulated in the Advertisement, the properly identified Quotes received on time will be publicly opened and will be read aloud. An abstract of the Quotes may be made available to Vendors.

5.2 REJECTION OF QUOTES

The Owner shall have the right to reject any or all Quotes. A Quote not accompanied by a required Quote security or by other data required by the Procurement Documents, or a Quote which is in any way incomplete or irregular is subject to rejection.

5.3 ACCEPTANCE OF QUOTE (AWARD)

- A. It is the intent of the Owner to award a Contract to the best qualified Vendor provided the Quote has been submitted in accordance with the requirements of the Procurement Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Quote received and to accept the Quote which, in the Owner's judgment, is in the Owner's own best interests.
- B. The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Procurement Documents, and to determine the best Vendor on the basis of the sum of the Base Quote and Alternates accepted.

6.0 POST-QUOTE INFORMATION

6.1 CONTRACTOR'S QUALIFICATION STATEMENT

Vendors to whom award of a Contract is under consideration shall submit to the Engineer, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Procurement Documents.

6.2 OWNER'S FINANCIAL CAPABILITY

The Owner shall, at the request of the Vendor to whom award of a Contract is under consideration and no later than seven days prior to the expiration of the time for withdrawal of Quotes, furnish to the Vendor reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Unless such reasonable evidence is furnished, the Vendor will not be required to execute the Agreement between the Owner and Contractor.

6.3 SUBMITTALS

- A. The Vendor shall, as soon as practicable or as stipulated in the Procurement Documents, after notification of selection for the award of a Contract, furnish to the Owner through the Engineer in writing:
  - 1. a designation of the Work to be performed with the Vendor's own forces;

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2. names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and
  3. names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.
- B. The Vendor will be required to establish to the satisfaction of the Engineer and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Procurement Documents.
  - C. Prior to the execution of the Contract, the Engineer will notify the Vendor in writing if either the Owner or Engineer, after due investigation, has reasonable objection to a person or entity proposed by the Vendor. If the Owner or Engineer has reasonable objection to a proposed person or entity, the Vendor may, at the Vendor's option, (1) withdraw the Quote or (2) submit an acceptable substitute person or entity with an adjustment in the Quote to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted Quote price or disqualify the Vendor. In the event of either withdrawal or disqualification, Quote security will not be forfeited.
  - D. Persons and entities proposed by the Vendor and to whom the Owner and Engineer have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Engineer.

**7.0 PERFORMANCE BOND AND PAYMENT BOND**

**7.1 BOND REQUIREMENTS**

- A. If stipulated in the Procurement Documents, the Vendor shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Vendor's usual sources.
- B. If the furnishing of such bonds is stipulated in the Procurement Documents, the cost shall be included in the Quote. If the furnishing of such bonds is required after receipt of Quotes and before execution of the Contract, the cost of such bonds shall be added to the Quote in determining the Contract Sum.
- C. If the Owner requires that bonds be secured from other than the Vendor's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

**7.2 TIME OF DELIVERY AND FORMS OF BONDS**

- A. The Vendor shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Vendor shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.
- B. Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum.
- C. The bonds shall be dated on or after the date of the Contract.
- D. The Vendor 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.

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8.0 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

- A. Unless otherwise required in the Procurement Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

END OF DOCUMENT 00 21 16.11

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DOCUMENTATION 00 3126 – EXISTING HAZARDOUS MATERIAL INFORMATION

1.1 EXISTING HAZARDOUS MATERIAL INFORMATION

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Vendors' convenience and are intended to supplement rather than serve in lieu of the Vendors' own investigations. They are made available for Vendors' convenience and information, but are not a warranty of existing conditions.
- B. Contractor shall notify owner of suspected hazardous materials at any part of the jobsite prior to disturbance of material.
- C. The owner has no knowledge of any evidence of hazardous material abatement. The contractor shall contract directly with a hazardous abatement company to remove or encapsulate any found hazardous material, as allowed by law, prior to commencement of construction.
- D. If available, an existing asbestos report for Project is not available. The project has an allowance for the awarded contractor to complete such survey.
- E. If available an existing lead report for the Project, shall made available **at the office of Owner.**
- F. If available an existing PCB (Polychlorinate Byphenyl) information report for Project shall be made available **at the office Owner.**
- G. An existing mold report for Project shall be made available **at the office of Owner.**
- H. Related Requirements:
  - 1. Document 002113 "Instructions to Vendors" for the Vendor's responsibilities for examination of Project site and existing conditions.
  - 2. Document 003119 "Existing Condition Information" for information about existing conditions that is made available to Vendors.
  - 3. Section 024119 "Selective Structure Demolition" for notification requirements if material suspected of containing hazardous materials are encountered.

**END OF DOCUMENT 00 31 26**

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DOCUMENT 00 41 13 - QUOTE FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 QUOTE INFORMATION

- A. Vendor: \_\_\_\_\_.
- B. Project Name: Greg's Ballroom Building Demolition.
- C. Project Location: 434 West Palma Vista Drive, Palmview, Texas 78572.
- D. Owner: Palmview Municipal Development District.
- E. Engineer: Hinojosa Engineering, Inc.
- F. Engineer Project Number: 20-125

1.2 CERTIFICATIONS AND QUOTE

- A. Quots, Single-Prime (All Trades) Contract: The undersigned Vendorr, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Hinojosa Engineering, Inc. and Engineer's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including Asbestos Survey and Project Sign scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_).

- 2. The above amount may be modified by amounts indicated by the Vendor on the attached Document 004322 "Unit Prices Form".
- 3. This Quote includes cash allowances and all costs associated therewith, specified in Section 01 21 00 of the specifications

1.3 QUOTE GUARANTEE – Not Applicable

1.4 TIME OF COMPLETION (Quote for days/time)

- A. The undersigned Vendorr proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Engineer, and shall fully complete the Work within \_\_\_\_\_ calendar days; however, no longer than 90 calendar days.

1.5 SUBCONTRACTORS AND SUPPLIERS

- A. The following companies shall execute subcontracts for the portions of the Work indicated:
  - 1. Abatement Work: \_\_\_\_\_.
  - 2. Demolition Work: \_\_\_\_\_.
  - 3. Concrete Work: \_\_\_\_\_.

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1.6 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated \_\_\_\_\_.
2. Addendum No. 2, dated \_\_\_\_\_.

1.7 QUOTE SUPPLEMENTS

A. The following supplements are a part of this Quote Form and are attached hereto.

1. Bid Form Supplement - Unit Prices.
2. Bid Form Supplement - Allowances.
3. ~~Bid Form Supplement - Bid Bond Form (AIA Document A310-2010).~~

1.8 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Palmview, Texas, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

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1.9 SUBMISSION OF QUOTE

A. Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

B. Submitted By: \_\_\_\_\_  
(Name of bidding firm or corporation).

C. Authorized Signature: \_\_\_\_\_  
(Handwritten signature).

D. Signed By: \_\_\_\_\_ (Type or print name).

E. Title: \_\_\_\_\_ (Owner/Partner/President/Vice President).

F. Witnessed By: \_\_\_\_\_ (Handwritten signature).

G. Attest: \_\_\_\_\_ (Handwritten signature).

H. By: \_\_\_\_\_ (Type or print name).

I. Title: \_\_\_\_\_ (Corporate Secretary or Assistant Secretary).

J. Street Address: \_\_\_\_\_.

K. City, State, Zip: \_\_\_\_\_.

L. Phone: \_\_\_\_\_.

M. License No.: \_\_\_\_\_.

N. Federal ID No.: \_\_\_\_\_ (Affix Corporate Seal Here).

END OF DOCUMENT 00 41 13

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DOCUMENT 00 43 21 - ALLOWANCE FORM

1.1 QUOTE INFORMATION

- A. VENDOR: \_\_\_\_\_.
- B. Project Name: Greg's Ballroom Building Demolition.
- C. Project Location: 434 West Palma Vista Drive, Palmview, Texas 78572.
- D. Owner: Palmview Municipal Development District
- E. Engineer: Hinojosa Engineering, Inc.
- F. Engineer Project Number: 20-125

1.2 QUOTE FORM SUPPLEMENT

- A. This form is required to be attached to the Quote Form.
- B. The undersigned Vendor certifies that Quote submission to which this Quote Supplement is attached includes those allowances described in the Contract Documents and scheduled in Section 01 21 00 "Allowances."

1.3 SUBMISSION OF QUOTE SUPPLEMENT

- A. Respectfully submitted this \_\_\_\_ day of \_\_\_\_\_, 2020.
- B. Submitted By: \_\_\_\_\_(Insert name of bidding firm or corporation).
- C. Authorized Signature: \_\_\_\_\_(Handwritten signature).
- D. Signed By: \_\_\_\_\_(Type or print name).
- E. Title: \_\_\_\_\_(Owner/Partner/President/Vice President).

END OF DOCUMENT 00 43 21



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DOCUMENT 00 43 22 - UNIT PRICES FORM

1.1 QUOTE INFORMATION

- A. Vendor: \_\_\_\_\_.
- B. Prime Contract: Single-Prime (All Trades).
- C. Project Name: Greg's Ballroom Building Demolition
- D. Project Location: 434 West Palma Vista Drive, Palmview, Texas 78572
- E. Owner: Palmview Municipal Development District
- F. Engineer: Hinojosa Engineering, Inc.
- G. Engineer Project Number: 20-125

1.2 QUOTE FORM SUPPLEMENT

- A. This form is required to be attached to the Quote Form.
- B. The undersigned Vendor proposes the amounts below be added to or deducted from the Contract Sum on performance and measurement of the individual items of Work and for adjustment of the quantity given in the Unit-Price Allowance for the actual measurement of individual items of the Work.
- C. If the unit price does not affect the Work of this Contract, the Vendor shall indicate "NOT APPLICABLE."

1.3 UNIT PRICES

- A. Unit-Price No. 1: Removal of unsatisfactory soil and replacement with satisfactory properly compacted soil material up to existing finish floor elevation.
  - 1. \_\_\_\_\_ dollars (\$\_\_\_\_\_ ) per unit.
- B. Unit-Price No. 2: Demolishing and disposal off-site of concrete slab on-grade.
  - 1. \_\_\_\_\_ dollars (\$\_\_\_\_\_ ) per unit.
- C. Unit-Price No. 3: Demolishing and disposal off-site of exterior concrete flatwork.
  - 1. \_\_\_\_\_ dollars (\$\_\_\_\_\_ ) per unit.

1.4 SUBMISSION OF QUOTE SUPPLEMENT

- A. Respectfully submitted this \_\_\_\_ day of \_\_\_\_\_, 2020.

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- B. Submitted By: \_\_\_\_\_ (Insert name of vendor firm or corporation).
- C. Authorized Signature: \_\_\_\_\_ (Handwritten signature).
- D. Signed By: \_\_\_\_\_ (Type or print name).
- E. Title: \_\_\_\_\_ (Owner/Partner/President/Vice President).

END OF DOCUMENT 00 43 22

**PALMVIEW MUNICIPAL DEVELOPMENT DISTRICT  
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SECTION 00 73 00 - SUPPLEMENTARY CONDITIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS: SUPPLEMENTARY CONDITIONS

- A. The Supplementary Conditions modify, change, delete from or add to the General Conditions and shall apply to each and every Section of the Work as though written in full therein.
- B. The following paragraphs and subparagraphs take precedence over the General Conditions. Where any part of the General Conditions is modified or deleted by the Supplementary Conditions, the unaltered provisions remain in effect.
- C. Paragraph numbers and titles refer to like numbers and titles in the General Conditions.

1.2 EXECUTION, CORRELATION AND INTENT

1.3 Add the following subparagraphs.

1.4 1.2.6 Scope paragraphs placed at the beginning of the SECTIONS present a brief indication of the principal Work included in that SECTION, but do not limit Work to subject mentioned nor purport to itemize Work that may be included.

1.5 The Relation of Specifications and Drawings shall be equal in authority and priority. Should they disagree in themselves, or with each other, Quotes shall be based on the most expensive combination of quality and quantity of work indicated. The appropriate Work, in the event of the above mentioned disagreements, shall be determined by the Engineer, at no additional cost to the Owner.

1.6 1.2.8 Failure to report a conflict in the Contract Documents, prior to opening of Proposal, shall be deemed evidence that the Contractor has elected to proceed in the more expensive manner, at no additional cost to the Owner.

A. 1.2.9 The Specifications have been partially "streamlined" and some words and phrases have been intentionally omitted. Missing portions shall be supplied by inference as with notes on drawings.

B. 1.2.10 The words "approved", "inspected", "directed", "selected", and similar words and phrases shall be presumed to be followed by "by Engineer". The words "satisfactory", "submitted", "reported", and similar words and phrases shall be presumed to be followed by "to Engineer". Words like "install", "provide", "locate", "furnish", and "supply" shall be construed to include complete furnishing and installing of construction. Words like "Quotes", "Vendors", shall be construed to be "Proposals", "Proposers", or "offers", "offerors", respectively.

C. INFORMATION AND SERVICES REQUIRED OF THE OWNER

D. Delete 2.2.5 and replace with the following subparagraph.

E. 2.2.5The General Contractor will be furnished, free of charge, one (1) set of Drawings and Specifications for use in construction of this Project. Additional Drawings and Specifications will be furnished the General Contractor at the Contractor's expense, but shall remain the property of the Engineer. Cost of additional sets will be the cost of reproduction.

F. LABOR AND MATERIALS

G. Add the following subparagraphs 3.4.3 and 3.4.4 to 3.4:

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- H. After the Contract has been executed, the Owner and the Engineer 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).
- I. By making requests for substitutions based on subparagraph 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. Will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects, all at no additional cost to the Owner.

**7.3 CONSTRUCTION CHANGE DIRECTIVES**

**7.3.3.1 CHANGE TO READ:**

Mutual acceptance of a lump sum properly itemized in accordance with 7.3.6.1, 7.3.6.2 and 7.3.6.3. Items listed in 7.3.6.4 and 7.3.6.5 shall be a part of the overhead scheduled 7.3.10 following. Items shall be supported by Sufficient substantiating data to permit evaluation;

7.3.6 In the first sentence, delete the words "a reasonable allowance for overhead and profit" and substitute "an allowance for overhead and profit in accordance with Clauses 7.3.10.1 through 7.3.10.6 following:

7.3.6.4 DELETE the final "and" then add the following to the sentence: are a part of overhead schedule In 7.3.10 following".

7.3.6.5 ADD the following to the sentence: "are apart of overhead schedule in 7.3.10 following". ADD the following subparagraph 7.3.10 to 7.3:

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

- 1. For the Contractor, for Work performance by the Contractor's own forces, 10 percent of the cost.
- 2. For the Contractor, for Work performance by the Contractor's contractor, 6 percent of the amount due to the Sub-subcontractor.
- 3. For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, 10 percent of the cost.
- 4. For each Subcontractor, for Work performed by the Subcontractor's, Sub-subcontractor's, 6 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 \$500.00 be approved without such itemization.

**8.1 DEFINITIONS**

Add the following subparagraph.

8.1.5 The term working Day as used in the Contract Documents for extensions of time shall mean calendar days

**8.3 DELAYS AND EXTENSIONS OF TIME**

Delete paragraph 8.3.2 and replace with the following subparagraph.

8.3.2 Any claim for extension of time shall be made in writing to the Engineer not more than ten (10) days after the commencement of the delay; otherwise, it shall be waived. In case of a continuing delay only one claim is necessary. In case of claims for extensions of time because of adverse weather, such extensions of time shall be granted only when such adverse weather prevented the execution of major items of Work on normal working days and exceeds the number of days included in the Contract time. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work. In the event an extension of time is granted such extension shall be the complete claim allowed. Contractor shall not be entitled to additional compensation such as, but not limited to, compensable extended overhead or lost profit.

**9.6 PROGRESS PAYMENTS**

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Add the following subparagraph to  
9.6.1

1. Unless otherwise indicated in the Agreement, the Owner will pay ninety-five (95%) percent of the amount due the Contractor on account of progress payment until final payment.

Add the following paragraphs to 9.11 to Article 9:

**9.11 LIQUIDATED DAMAGES:**

9.11.1 If the Contractor neglects, fails or refuses to complete the Work within the time specified in the Contract, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as part consideration of the awarding of this Contract, to pay the Owner the amount of **FIVE HUNDRED DOLLARS (\$500.00)** not as a penalty but as a liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contractor for completing the Work.

9.11.2 The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would, in such event, sustain.

**9.11.3 TIME SPECIFIED IN CONTRACT IS AS FOLLOWS:**

***The Undersigned agrees to commence work within ten (10) days of Notice to Proceed and to substantially complete the work on or before 90 calendar days from notice to proceed date.***

11.1 Article 11.1 Modify to include the following:

The Contractor shall furnish three (3) copies of insurance certificates to the Engineer's office two (2) days after award of the project and before signing of the contract. The Certificate of Insurance shall include thirty (30) Day Notice of Cancellation; Engineer and Owner shall receive the same notice in regard to any policy changes.

Owner and Engineer shall be named as additional insured by the Contractor but not with respect to payment of premiums due under Contractor's policies. Coverage shall include any off site-work on adjacent public or private property.

Insurance Company/Carrier issuing the certificates must be listed by A.M. Best and have an "A" rating or better and based in the United States Mainland.

The insurance as required in Article 11.1 shall have "Minimum Limits" as follows:

- A. WORKER'S COMPENSATION INSURANCE: Statutory Requirements-
  - 1. All States Endorsements (Broad)
  - 2. Voluntary Compensation
  - 3. Waiver of Subrogation Endorsement
- B. MINIMUM EMPLOYER'S LIABILITY: \$100,000/\$100,000/\$500,000
- C. COMPREHENSIVE GENERAL LIABILITY INSURANCE MINIMUM LIABILITY AND COVERAGE:
  - 1. Bodily Injury \$500,000 each person/\$500,000 each occurrence
  - 2. Property Damage \$100,000 each occurrence/\$100,000 aggregateOR-
  - 3. \$500,000 Combined Single Limit Per Occurrence Bodily Injury and Property Damage.
    - a. Premises and operations coverage
    - b. Explosion and collapse hazard coverage
    - c. Underground hazard coverage
    - d. Products/completed operation hazard coverage with limits and coverage continuing one (1) year after job completion.
    - e. Broad Form property damage coverage
    - f. Personal injury coverage
    - g. Waiver of subrogation endorsement
    - h. Contractual liability (Broad Form) coverage
    - i. Independent contractors coverage (Owners, Architects, and Contractors protective)

NOTE: If General Liability coverage is written on a "Claims Made" basis, the Certificate of Insurance should so indicate. If so written, Contractor agrees that coverage so certified beyond job completion and that coverage written will apply to claims made DURING CONSTRUCTION AND FOR ONE (1) YEAR THEREAFTER.

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- D. AUTOMOBILE LIABILITY INSURANCE with minimum limits of:
1. Bodily Injury: \$250,000 each person/\$500,000 each occurrence
  2. Property Damage: \$250,000 each occurrence/\$500,000 Combined Single Limit per Occurrence Bodily Injury and Property Damage.
  3. Automobile Liability Insurance shall include coverage for owned, non-owned, and hired vehicles with limits not less than shown above.
- E. OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY:
1. Bodily Injury \$500,000 Single limit each occurrence
  2. Property Damage \$250,000 each occurrence/\$250,000 aggregate
- F. UMBRELLA LIABILITY:  
Minimum combined single limits \$100,000 with same inception and expiration dates as underlying liability policies and with coverage no less broad than in primary program.
- G. BUILDER'S RISK INSURANCE:  
The Contractor shall FURNISH AND PAY FOR and issue a Certificate of Builder's Risk Coverage to the Owner/Architect in accordance with the General Conditions and Conditions of the Contract.
- H. ARTICLE 11.4: PERFORMANCE BOND AND PAYMENT BOND: Delete in its entirety and substitute the following:  
11.4.1: Prior to signing of the Contract, the CONTRACTOR, at HIS/HER OWN EXPENSE, shall furnish a Performance Bond, and a Labor and Materials Payment Bond for one hundred (100%) percent of the Contract price on such form and with such sureties as the Owner may approve. ***Surety company furnishing the Bond must be listed by A.M. BEST and have an "A" rating or better and be based in the United States Mainland and authorized to provide such bonds on public work in the State of Texas.***
- J. Any Payment Bond and Performance Bond furnished pursuant to the provisions of Art. 5160, Vernon's Texas Civil Statutes, connected with this project, shall be furnished by a corporate surety or corporate or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code, that has a stated capital and surplus (as reported by it to the Texas Insurance Commission in its most recent report) that is in excess of ten times the stated amount of the Payment Bond or the Performance Bond. Provided however, that if any Payment Bond or any Performance Bond is in an amount in excess of ten percent (10%) of the surety company's capital and surplus (as reported to the Texas Insurance Commission in its most recent report), as a condition to accepting the bond, the Owner must receive written certification and information, satisfactory in form and substance to the Owner, that the surety company has reinsured the portion of the risk that exceeds ten percent (10%) of the surety company's capital and surplus, with one or more reinsurers who are duly authorized, accredited or trusted to do business in the State of Texas. For the purpose of this requirement, any amount reinsured by any reinsurer may not exceed ten percent (10%) of the reinsurer's capital and surplus (as reported to the Texas Insurance Commission by the reinsurer in its most recent report). In the event there is one or more reinsurer, the surety company must provide all necessary information and certification related to the current financial condition of the surety company and any and all reinsurers required by the Owner, together with copies of all reinsurance contracts with the surety company, before any such Payment Bond and Performance Bond is eligible to be considered acceptable by district.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

**END OF SECTION 00 73 00**

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SECTION 00 73 43 - WAGE RATE REQUIREMENTS

PART 1 - GENERAL

1.1 COORDINATION

- A. The General Conditions of the Contract for Construction and the Supplementary Conditions to the General Conditions of the Contract for Construction shall be considered as part of this section of the specifications.
- B. Each Vendor shall be responsible for determining during the quote period the extent that any addenda issued during the quote period may affect this section of the specifications.
- C. Reference Instructions to Vendors for requirements regarding substitutions of materials and products.
- D. Where conflicts occur between the drawings and specifications, between different drawings, between different portions of this section of the specifications, or between different sections of the specifications, the more stringent requirements and the greater quantity shall apply.

1.2 GENERAL NOTES

- A. **Do not dimension the drawings. Any dimensions, questions, should be directed to the Owner or Engineer.**
- B. Contractor shall protect all streets and sidewalks and shall make all necessary repairs at his own expense.
- C. Shall at all times protect the excavations, trenches, and/or the building from damage from rain water, ground water, backing up drains or sewers and all other water. He/She shall provide all pumps and equipment and enclosures to provide this protection.
- D. Contractor shall provide all shoring, bracing and sheathing as required for safety and proper execution of the work and remove same when work is completed. Contractor shall be responsible for all scaffolding, shoring, bracing, sheathing, temporary construction and temporary walkways, etc., and shall hold harmless the Owner and Architect from any injury or litigation as a result of causes related to any scaffolding, shoring, bracing, sheathing, temporary construction and temporary walkways.
- E. Contractor shall comply with the Trench Safety Law Requirements.

1.3 WAIVER OF LIEN:

- A. A. In submitting a Quote, Contractor, if awarded the Contract, explicitly warrants that the Owner shall be held free of any claim or lien of any nature resulting from Contractor's pursuance or prosecution of the work. This shall cover any third party lien in any manner whatsoever concerning Contractor's performance or payment on this project.

1.4 PREVAILING WAGES:

- A. A. Article 5159a, Vernon's Annotated Texas Civil Statutes as below noted apply to this project.
- B. "Not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general per diem wages for legal holiday and overtime work, shall be paid to all laborers, workmen and mechanics employed by or on behalf of the State of Texas, or by or on behalf of any county, district





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Tons and under.....	\$ 27.50	10.60
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* IRON0084-011	06/01/2018	
	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$23.77	7.12
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PLUM0412-00	4 04/01/2013	
	Rates	Fringes
PLUMBER.....	\$31.14	12.43
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SUTX2014-031	07/21/2014	
	Rates	Fringes
BRICKLAYER.....	\$16.170	0.00
CARPENTER.....	\$14.21	2.22
CEMENT MASON/CONCRETE FINISHER.....	\$12.46	0.00
ELECTRICIAN.....	\$18.44	4.53
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$11.54	2.17
IRONWORKER, REINFORCING.....	\$12.01	0.00
IRONWORKER, STRUCTURAL.....	\$15.04	4.34
LABORER: Common or General.....	\$8.00	0.00
LABORER: Mason Tender - Brick.....	\$10.00	0.00
LABORER: Mason Tender - Cement/Concrete...	\$10.89	0.96
LABORER: Pipelayer.....	\$11.00	3.47
LABORER: Roof Tearoff.....	\$10.06	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$14.04	1.01
OPERATOR: Bobcat/Skid Steer /Skid Loader.....	\$13.93	0.00
OPERATOR: Bulldozer.....	\$18.29	1.31
OPERATOR: Drill.....	\$16.22	0.34
OPERATOR: Forklift.....	\$14.83	0.00

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OPERATOR: Grader/Blade.....	\$10.00	0.00
OPERATOR: Loader.....	\$12.87	0.70
OPERATOR: Mechanic.....	\$17.00	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$16.03	0.00
OPERATOR: Roller.....	\$12.70	0.00
PAINTER: (Brush, Roller and Spray).....	\$11.27	0.00
PIPEFITTER.....	\$15.22	3.16
ROOFER.....	\$11.42	0.00
SHEET METAL WORKER: (HVAC Duct Installation Only).....	\$18.40	2.12
SHEET METAL WORKER: Excludes HVAC Duct Installation.....	\$21.13	6.53
TILEFINISHER.....	\$11.22	0.00
TILESETTER.....	\$12.15	0.00
TRUCK DRIVER: Dump Truck.....	\$12.39	1.18
TRUCK DRIVER: Flatbed Truck.....	\$19.65	8.57
TRUCK DRIVER: Semi- Trailer Truck.....	\$12.50	0.00
TRUCK DRIVER: Water Truck.....	\$12.00	4.11

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking.

Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (Weighted union average rate).

**Union Rate Identifiers**

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

**Survey Rate Identifiers**

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

**Union Average Rate Identifiers**

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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**WAGE DETERMINATION APPEALS PROCESS**

1.) Has there been an initial decision in the matter? This can be:

\* an existing published wage determination

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- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and  
Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**1.5 CONTRACTOR'S ASBESTOS FREE AFFIDAVIT:**

- A. A. In order to protect staff, employees and public in general from any unnecessary exposure to asbestos fibers, the Asbestos Hazard Emergency Response Act prohibits the use of asbestos containing materials in all forms in the construction and operation of this facility.
- B. Failure to complete this waiver constitutes non-compliance with the job specifications. This document shall be attached to the Contract between Owner and Contractor.

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1.6 AFFIDAVIT:

- A. I, certify that I am familiar with the materials used in the construction of, and incorporated into, the construction described below. I further certify that to the best of my knowledge and belief no asbestos containing materials, either friable or otherwise were used in the process of constructing or incorporated into the construction.
  
- B. The undersigned, being duly sworn upon his/her oath deposes and says that he/she is the person making the foregoing statements and that they are made in good faith and are true in every respect.
  
- C. Contractor's  
signature: STATE  
OF  
COUNTY OF
  
- D. I, \_\_\_\_\_ a Notary Public in and for said County, in the State aforesaid, DO THEREBY CERTIFY THAT \_\_\_\_\_ personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that he/she signed, sealed, and delivered said instrument as his/her free and voluntary act, for the uses and purposes herein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS, DATE OF \_\_\_\_\_, 20\_\_\_\_

NOTARY PUBLIC  
MY COMMISSION  
EXPIRES:  
NOTARY SEAL

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

**END OF SECTION 00 73 43**

**PALMVIEW MUNICIPAL DEVELOPMENT DISTRICT  
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SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

- 1. Project information.
- 2. Work covered by Contract Documents.
- 3. Work performed by Owner.
- 4. Work under Owner's separate contracts.
- 5. Future work not part of this Project.
- 6. Contractor's use of site and premises.
- 7. Coordination with occupants.
- 8. Work restrictions.
- 9. Specification and Drawing conventions.

- B. Related Requirements:

- 1. Section 01 50 00 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.
- 2. Section 01 73 00 "Execution" for coordination of Owner-installed products.

1.3 DEFINITIONS

- A. Work Package: A group of specifications, drawings, and schedules prepared by the design team to describe a portion of the Project Work for pricing, permitting, and construction or demolition.

1.4 PROJECT INFORMATION

- A. Project Identification: Greg's Ballroom Building Demolition
- B. Project Location: 434 West Palma Vista Drive, Palmview, Texas 78572.
- C. Owner: City of Palmview.
  - 1. Owner's Representative: Michael Leo
  - 2. Owner's Representative: Rudy Flores
- C. Engineer: Hinojosa Engineering, Inc.
  - 1. Engineer of Record: Ricardo Hinojosa, PE
  - 2. Project Manager: Alberto Trevino

1.5 WORK COVERED BY CONTRACT DOCUMENTS

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- A. The Work of Project is defined by the Contract Documents and includes, but is not limited to, the following:
  - 1. Project consist of Asbestos survey, along with the Structural Demolition of existing Buildings, Foundations, Pavement and Flatwork and Site Improvement areas; including disconnection of existing utilities at local corporation ends, and other Work indicated in the Contract Documents.
    - a. Approximate Building Demolition area: 42,414 square feet
    - b. Approximate Concrete Flatwork Demolition area: 3,300 square feet
- B. Type of Contract:
  - 1. Project will be constructed under a single prime contract.

**1.6 WORK PERFORMED BY OWNER**

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

**1.7 WORK UNDER OWNER'S SEPARATE CONTRACTS**

- A. Work with Separate Contractors: Cooperate fully with Owner's separate contractors, so work on those contracts may be carried out smoothly, without interfering with or delaying Work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under Owner's separate contracts.

**1.8 CONTRACTOR'S USE OF SITE AND PREMISES**

- A. Restricted Use of Site: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Limits on Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  - 1. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.
    - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
    - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.
- D. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

**1.9 COORDINATION WITH OCCUPANTS**

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

1.10 WORK RESTRICTIONS

- A. Comply with restrictions on construction operations.
  - 1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work to between 7:00 a.m. to 7:00 p.m., Monday through Sunday, unless otherwise indicated. Work hours may be modified to meet Project requirements if approved by Owner and authorities having jurisdiction.
- C. On-Site Work Day Restrictions: Do not perform work resulting in utility shutdowns or resulting in noisy activity on-site during work black-out days indicated in Document 003113 "Preliminary Schedules."
- D. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging for temporary utility services according to requirements indicated:
  - 1. Notify Engineer and Owner not less than two days in advance of proposed utility interruptions.
  - 2. Obtain Engineer's or Owner's written permission before proceeding with utility interruptions.
- E. Noise, Vibration, Dust, and Odors: Coordinate operations that may result in high levels of noise and vibration, dust, odors, or other disruption to Owner occupancy with Owner.
  - 1. Notify Engineer and Owner not less than two days in advance of proposed disruptive operations.
  - 2. Obtain Engineer's or Owner's written permission before proceeding with disruptive operations.
- F. Smoking and Controlled Substance Restrictions: Use of tobacco products, alcoholic beverages, and other controlled substances on Project site is not permitted.
- G. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
- H. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.
  - 1. Maintain list of approved screened personnel with Owner's representative.

1.11 SPECIFICATION AND DRAWING CONVENTIONS



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- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follow
1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  2. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.
  3. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.
  4. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.
- C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- D. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings and published as part of the U.S. National CAD Standard.
  3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

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**SECTION 01 21 00 - ALLOWANCES**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. Section includes administrative and procedural requirements governing allowances.
- B. Types of allowances include the following:
  - 1. Asbestos survey and abatement allowances.
- C. Related Requirements:
  - 1. Section 01 26 00 "Contract Modification Procedures" for administrative and procedural requirements for handling and processing Contract modifications, including adjustment of allowances when applicable.
  - 2. Section 014000 "Quality Requirements" for procedures governing the use of allowances for field testing by an independent testing agency.

**1.3 DEFINITIONS**

- A. Allowance is a quantity of work or dollar amount established in lieu of additional requirements, used to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Construction Change Directive or Change Order.

**1.4 SELECTION AND PURCHASE**

- A. At the earliest practical date after award of the Contract, advise Engineer of the date when final selection, or purchase and delivery, of each product or system described by an allowance must be completed by the Owner to avoid delaying the Work.
- B. At Engineer's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Engineer from the designated supplier.

**1.5 ACTION SUBMITTALS**

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- A. Submit proposals for purchase of products or systems included in allowances in the form specified for Change Orders.

**1.6 INFORMATIONAL SUBMITTALS**

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

**1.7 CONTINGENCY ALLOWANCES**

- A. Use the contingency allowance only as directed by Engineer for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.
- C. Change Orders authorizing use of funds from the allowance will include Contractor's related costs and overhead and profit, as scheduled in Section 012600 "Contract Modification Procedures".
- D. At Project closeout, credit unused amounts remaining in the allowance to Owner by Change Order; including 6% overhead and profit.

**1.8 ADJUSTMENT OF ALLOWANCES**

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
  - 1. Include installation costs in purchase amount only where indicated as part of the allowance.
  - 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other markups.
  - 3. Submit substantiation of a change in scope of Work, if any, claimed in Change Orders related to unit-cost allowances.
  - 4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.

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1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of Work has changed from what could have been foreseen from information in the Contract Documents.
2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1: Asbestos survey and abatement Allowance:  
Include an allowance of \$20,000.00 for use according to Owner's written instructions.
  1. This allowance includes Asbestos survey and abatement cost and Contractor overhead and profit cost.
- B. Allowance No. 2: Project Sign Allowance:  
Include an allowance of \$2,000.00 for use according to Owner's written instructions.
  1. This allowance includes Project Sign and Contractor overhead and profit cost.

**END OF SECTION 01 21 00**

**PALMVIEW MUNICIPAL DEVELOPMENT DISTRICT  
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**SECTION 01 21 43 – TIME ALLOWANCES (Texas Weather Station)**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

1. Section includes administrative and procedural requirements governing time allowances.
2. Types of allowances include the following:
  1. Rain Day allowances.
  2. Dry-out/Mud Day allowances.
3. Related Requirements:
  1. AIA Document A201-2017 General Conditions of the Contract for Construction.

**1.3 EXTENSION OF CONTRACT TIME – ADVERSE WEATHER CONDITIONS**

1. If the basis exists for an extension of time in accordance with AIA Document A201-2017 General Conditions of the Contract for Construction, Article 15.1.6 CLAIMS FOR ADDITIONAL TIME,

*§15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.*

2. An extension of time on the basis of weather may be granted only for the number of Weather Delay Days in excess of the number of days listed as the Standard Baseline for that respective month.

**1.4 REFERENCES**

1. Definitions: Adverse Weather is defined as the occurrence of one or more of the following conditions within a twenty-four (24) hour period that prevents construction activity exposed to weather conditions or access to project site:
  - a. Precipitation (rain, snow, or ice) in excess of one-quarter of an inch (0.25") liquid measure.

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- b. Temperatures that do not rise above that required for that day's construction activity, if such temperature requirement is specified or accepted as standard industry practice.
  - c. Sustained wind in excess of twenty-five (25) miles per hour.
2. Adverse Weather may include, if appropriate, "dry-out" or "mud" days:
- a. Resulting from precipitation days that occur beyond the standard baseline;
  - b. Only if there is hindrance to site access or site work and Contractor has taken all reasonable accommodations to avoid such hindrance; and,
  - c. At a rate no greater than 1 make-up day for each day or consecutive days of precipitation beyond the standard baseline that total 1.0 inch or more, liquid measure, unless specifically recommended otherwise by the Engineer.
3. A Weather delay may be counted if adverse weather prevents work on the project for fifty percent (50%) or more of the contractor's scheduled work day and critical path construction activities were included in the day's schedule, including a weekend day or holiday if Contractor has scheduled construction activity that day.
4. Contractor shall take into account that certain construction activities are more affected by adverse weather and seasonal conditions than other activities, and that "dry-out" or "mud" days are not eligible to be counted as a Weather Delay Day until the standard baseline is exceeded. Hence, the Contractor should allow for an appropriate number of additional days associated with the Standard Baseline days in which such applicable construction activities are expected to be prevented or suspended.
5. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

**1.5 SUBMITTALS**

- 1. Daily Jobsite Work Logs, showing which and to what extent critical path construction activities have been affected by weather on a monthly basis.
- 2. Actual Weather Data to support, or substantiate, claim for extension of time. Data must be provided from nearest NOAA Weather Station or other independently verified source approved by Engineer at beginning of project.
- 3. Standard Baseline data provided in this Section when documenting actual delays due to weather in excess of the average climatic range.

**PART 2 - PRODUCTS**

**2.1 STANDARD BASELINE FOR AVERAGE CLIMATIC RANGE**

- 1. Weather data available from the National Oceanic and Atmospheric Administration has been reviewed and will be used as a Standard Baseline of average climatic range for Palmview, Texas and surrounding communities.
- 2. Standard Baseline is defined as the normal number of calendar days for each month during which construction activity exposed to weather conditions is expected to be prevented and suspended by cause of adverse weather. Suspension of construction activity for the number of days each month as listed in the Standard Baseline.

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3. Standard Baseline is as follows: (mean weather data from 2007-2017)

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2	1	1	1	2	1	3	2	9	4	1	2

**PART 3 - EXECUTION**

**3.1 DOCUMENTATION**

1. Provide copies of Daily Jobsite Work Logs, showing which, and to what extent, critical path construction activities have been affected by weather on a monthly basis.
2. Provide actual Weather Data to support, or substantiate, claim for extension of time. Data must be provided from nearest NOAA Weather Station or other independently verified source approved by Engineer at beginning of project.
3. Use Standard Baseline data provided in this Section when documenting actual delays due to weather in excess of the average climatic range.
4. Organize claim and documentation to facilitate evaluation on a basis of calendar month periods and submit in accordance with the procedures for Claims established in Article 15 of the General Conditions of the Contract for Construction.
5. If an extension of the Contract Time is appropriate, such extension shall be made in accordance with the provisions of Article 7 of the General Conditions, and applicable General Requirements in the form of a Change Order.

**3.2 CLAIMS**

1. Claims relating to time shall be made in accordance with applicable provisions of Article 15 of the General Conditions of the Contract for Construction.
  - a.15.1.3 Notice of Claims

**END OF SECTION 01 21 43**

**PALMVIEW MUNICIPAL DEVELOPMENT DISTRICT  
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SECTION 01 22 00 - UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.
- B. Related Requirements:
  - 1. Section 01 21 00 "Allowances" for procedures for using unit prices to adjust quantity allowances.
  - 2. Section 01 26 00 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
  - 3. Section 01 40 00 "Quality Requirements" for field testing by an independent testing agency.

1.3 DEFINITIONS

- A. Unit price is an amount incorporated into the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the Part 3 "Schedule of Unit Prices" Article contain requirements for materials described under each unit price.



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PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

- A. Unit Price No. 1: Removal of unsatisfactory soil and replacement with satisfactory properly compacted soil material.
  - 1. Description: Unsatisfactory soil excavation backfill due to foundation demolition and disposal off-site and replacement with satisfactory fill material or engineered fill from off-site, as required to fill up to existing finish floor location.
  - 2. Unit of Measurement: cubic yard of soil excavated, based on in-place surveys of volume before and after removal.
  - 3. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Section 01 21 00 "Allowances."
  
- B. Unit Price No. 2: Demolition and disposal off-site.
  - 1. Description: demolition of existing building concrete slab-on-grade foundation including slab, grade beams and footings as required, and disposal off site.
  - 2. Unit of Measurement: Square feet of concrete removed.
  
- C. Unit Price No. 5: demolition and disposal off-site of exterior concrete flatwork.
  - 1. Description: demolition of existing exterior concrete flatwork foundation including slab and footings as required and disposal off-site
  - 2. Unit of Measurement: Square feet of concrete removed

END OF SECTION 01 22 00

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**SECTION 01 26 00 - CONTRACT MODIFICATION PROCEDURES**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
  - 1. Section 01 25 00 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.
  - 2. Section 01 31 00 "Project Management and Coordination" for requirements for forms for contract modifications provided as part of web-based Project management software.

**1.3 MINOR CHANGES IN THE WORK**

- A. Engineer will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710.

**1.4 PROPOSAL REQUESTS**

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

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1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Section 01 25 00 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
7. Proposal Request Form: Use form acceptable to Architect.

**1.5 ADMINISTRATIVE CHANGE ORDERS**

- A. Allowance Adjustment: See Section 01 21 00 "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.
- B. Unit-Price Adjustment: See Section 01 22 00 "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work.

**1.6 CHANGE ORDER PROCEDURES**

- A. On Owner's approval of a Work Change Proposal Request, Engineer will issue a Change Order for signatures of Owner and Contractor.

**1.7 CONSTRUCTION CHANGE DIRECTIVE**

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 26 00

**PALMVIEW MUNICIPAL DEVELOPMENT DISTRICT  
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SECTION 01 29 00 - PAYMENTPROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
  - 1. Section 01 21 00 "Allowances" for procedural requirements governing the handling and processing of allowances.
  - 2. Section 01 22 00 "Unit Prices" for administrative requirements governing the use of unit prices.
  - 3. Section 01 26 00 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
  - 4. Section 01 32 00 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
  - 1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with continuation sheets.
    - b. Submittal schedule.
    - c. Items required to be indicated as separate activities in Contractor's construction schedule.

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2. Submit the schedule of values to Engineer at earliest possible date, but no later than ten days before the date scheduled for submittal of initial Applications for Payment.
  3. Subschedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values coordinated with each phase of payment.
  4. Subschedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, provide subschedules showing values coordinated with each element.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
1. Identification: Include the following Project identification on the schedule of values:
    - a. Project name and location.
    - b. Name of Engineer.
    - c. Engineers's project number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  2. Arrange schedule of values consistent with format of AIA Document G703-1992 Continuation Sheet.
  3. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:
    - a. Related Specification Section or Division.
    - b. Description of the Work.
    - c. Name of subcontractor.
    - d. Name of manufacturer or fabricator.
    - e. Name of supplier.
    - f. Change Orders (numbers) that affect value.
    - g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
      - 1) Labor.
      - 2) Materials.
      - 3) Equipment.
  4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
    - a. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
  5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
  6. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
    - a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.

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7. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
8. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
9. Purchase Contracts: Provide a separate line item in the schedule of values for each purchase contract. Show line-item value of purchase contract. Indicate owner payments or deposits, if any, and balance to be paid by Contractor.
10. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
  - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
  - b. General Conditions, along with the Contractors overhead and profit, shall be prorated over the construction period of the contract; paid as a percentage of time of contract/construction time or duration and evaluated as percentage of work complete.
11. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

**1.5 APPLICATIONS FOR PAYMENT**

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Engineer and paid for by Owner.
  1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
  1. Submit draft copy of Application for Payment ten days prior to due date for review by Engineer.
- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Engineer will return incomplete applications without action.
  1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
  2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
  3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

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4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
  2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
  3. Provide summary documentation for stored materials indicating the following:
    - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
    - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
    - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- F. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Engineer by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
  2. Written notarized statement from the Surety confirming that the Surety has reviewed the application for payment and approves, without reservation, of its payment by the Owner.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  2. When an application shows completion of an item, submit conditional final or full waivers.
  3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  4. Submit final Application for Payment with or proceeded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
  5. Waiver Forms: Submit executed waivers of lien on forms, acceptable to Owner.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
  2. Schedule of values.
  3. Sustainable design submittal for project materials cost data.
  4. Contractor's construction schedule (preliminary if not final).
  5. Combined Contractor's construction schedule (preliminary if not final) incorporating Work of multiple contracts, with indication of acceptance of schedule by each Contractor.
  6. Products list (preliminary if not final).
  7. Sustainable design action plans.

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8. Schedule of unit prices.
  9. Submittal schedule (preliminary if not final).
  10. List of Contractor's staff assignments.
  11. List of Contractor's principal consultants.
  12. Copies of building permits.
  13. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  14. Initial progress report.
  15. Report of preconstruction conference.
  16. Certificates of insurance and insurance policies.
  17. Performance and payment bonds.
  18. Data needed to acquire Owner's insurance.  
Written notarized statement from the Surety confirming that the surety has reviewed the application for payment and approves, without reservation, of its payment by the Owner.
- I. Application for Payment at Substantial Completion: After Engineer issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- J. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
  2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  3. Updated final statement, accounting for final changes to the Contract Sum.
  4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
  5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
  6. AIA Document G707, "Consent of Surety to Final Payment."
  7. Evidence that claims have been settled.
  8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
  9. Final liquidated damages settlement statement.

**END OF SECTION 01 29 00**



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SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 PROJECT MANAGEMENT AND COORDINATION

- A. Subcontract List: Submit a written summary identifying individuals or firms proposed for each portion of the Work.
- B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. List e-mail addresses and telephone numbers.
- C. Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work.
- D. Requests for Information (RFIs): On discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI. Use AIA Document G716 or forms acceptable to Engineer and Owner.
- E. Schedule and conduct progress meetings at Project site at biweekly intervals. Notify Owner and Engineer of meeting dates and times. Require attendance of each subcontractor or other entity concerned with current progress or involved in planning, coordination, or performance of future activities.

1.2 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Engineer's Digital Data Files: Electronic digital data files of the Contract Drawings will be provided by Engineer for Contractor's use in preparing submittals.
  - 1. Engineer will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings and Project record drawings.
    - a. Engineer makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
- B. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 1. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

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2. Submit one electronic submittal of each action submittal. Engineer will review via email.
- C. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
  2. Name file with unique identifier, including project identifier, Specification Section number, and revision identifier.
  3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Engineer.
- D. Identify options requiring selection by Engineer.
- E. Identify deviations from the Contract Documents on submittals.
- F. Contractor's Construction Schedule Submittal Procedure:
1. Submit required submittals in the following format:
    - a. PDF electronic file.
  2. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
  3. Coordinate Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.

**PART 2 - PRODUCTS**

**2.1 SUBMITTAL PROCEDURES**

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections.
1. Submit electronic submittals via email as PDF electronic files.
    - a. Engineer will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.

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**2.2 ACTION SUBMITTALS**

- A. Submit one paper copies of each submittal unless otherwise indicated. Engineer will return one copies.
- B. Product Data: Mark each copy to show applicable products and options. Include the following:
  - 1. Manufacturer's written recommendations, product specifications, and installation instructions.
  - 2. Wiring diagrams showing factory-installed wiring.
  - 3. Printed performance curves and operational range diagrams.
  - 4. Testing by recognized testing agency.
  - 5. Compliance with specified standards and requirements.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data. Submit on sheets at least 8-1/2 by 11 inches but no larger than 24 by 36 inches. Include the following:
  - 1. Dimensions and identification of products.
  - 2. Fabrication and installation drawings and roughing-in and setting diagrams.
  - 3. Wiring diagrams showing field-installed wiring.
  - 4. Notation of coordination requirements.
  - 5. Notation of dimensions established by field measurement.

**2.3 INFORMATIONAL SUBMITTALS**

- A. Informational Submittals: Submit electronic submittal of each submittal unless otherwise indicated.
- B. Qualification Data: Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- C. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

**2.4 CONTRACTOR'S CONSTRUCTION SCHEDULE**

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type schedule within 30 days of date established for commencement of the Work.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
- C. Cost Correlation: Superimpose a cost correlation timeline, indicating planned and actual costs. On the line, show planned and actual dollar volume of the Work performed as of planned and actual dates used for preparation of payment requests.

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- D. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and indicate date by which recovery will be accomplished.

**PART 3 - EXECUTION**

**3.1 SUBMITTAL REVIEW**

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.
- B. Engineer will review each action submittal, make marks to indicate corrections or modifications required, will stamp each submittal with an action stamp, and will mark stamp appropriately to indicate action.
- C. Informational Submittals: Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.
- D. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

**3.2 CONTRACTOR'S CONSTRUCTION SCHEDULE**

- A. Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
  - 1. As the Work progresses, indicate Actual Completion percentage for each activity.
- B. Distribute PDF of approved schedule to Owner, Engineer, subcontractors, testing and inspecting agencies, and parties identified by Contractor with a need-to-know schedule responsibility. When revisions are made, distribute updated schedules to the same parties.

END OF SECTION 01 30 00

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**SECTION 01 32 33 - PHOTOGRAPHIC DOCUMENTATION**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. Section includes administrative and procedural requirements for the following:
  - 1. Preconstruction photographs.
  - 2. Concealed Work photographs.
  - 3. Periodic construction photographs.
  - 4. Final Completion construction photographs.
- B. Related Requirements:
  - 1. Section 01 77 00 "Closeout Procedures" for submitting photographic documentation as Project Record Documents at Project closeout.
  - 2. Section 02 41 16 "Structure Demolition" for photographic documentation before building demolition operations commence.
  - 3. Section 31 10 00 "Site Clearing" for photographic documentation before site clearing operations commence.

**1.3 INFORMATIONAL SUBMITTALS**

- A. Digital Photographs: Submit image files within three days of taking photographs.
  - 1. Submit photos by email or other approved by Engineer.
  - 2. Identification: Provide the following information with each image description by email or in web-based Project management software site:
    - a. Name of Project.
    - b. Name and contact information for photographer.
    - c. Name of Engineer.
    - d. Name of Contractor.
    - e. Date photograph was taken.
    - f. Description of location, vantage point, and direction.
    - g. Unique sequential identifier keyed to accompanying key plan.

**1.4 QUALITY ASSURANCE**

- A. Photographer Qualifications: An individual who has been regularly engaged as a professional photographer of construction projects for not less than three years.

**1.5 FORMATS AND MEDIA**

- A. Digital Photographs: Provide color images in JPG format, produced by a digital camera with minimum sensor size of 12 megapixels, and at an image resolution of not less than 3200 by 2400 pixels. Use flash in low light levels or backlit conditions.

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- B. Digital Video Recordings: Provide high-resolution, digital video in MPEG format, produced by a digital camera with minimum sensor resolution of 12 megapixels and capable of recording in full high-definition mode with vibration-reduction technology. Provide supplemental lighting in low light levels or backlit conditions.
- C. Digital Images: Submit digital media as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
- D. Metadata: Record accurate date and time and GPS location data from camera.
- E. File Names: Name media files with date, Project area and sequential numbering suffix.

**1.6 CONSTRUCTION PHOTOGRAPHS**

- A. Photographer: Engage a qualified photographer to take construction photographs.
- B. General: Take photographs with maximum depth of field and in focus.
  - 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- C. Preconstruction Photographs: Before commencement of the Work, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points.
  - 1. Flag construction limits before taking construction photographs.
  - 2. Take 20 photographs to show existing conditions adjacent to property before starting the Work.
  - 3. Take 20 photographs of existing buildings either on or adjoining property, to accurately record physical conditions at start of construction.
  - 4. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.
- D. Concealed Work Photographs: Before proceeding with installing work that will conceal other work, take photographs sufficient in number, with annotated descriptions, to record nature and location of concealed Work, including, but not limited to, the following:
  - 1. Underground utilities.
  - 2. Underslab services.
  - 3. Piping.
  - 4. Electrical conduit.
  - 5. Waterproofing and weather-resistant barriers.
- E. Periodic Construction Photographs: Take 20 photographs weekly. Select vantage points to show status of construction and progress since last photographs were taken.
- F. Final Completion Construction Photographs: Take 20 photographs after date of Substantial Completion for submission as Project Record Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 32 33

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SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
  - 1. Section 01 10 00 "Summary" for work restrictions and limitations on utility interruptions.

1.3 USE CHARGES

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

1.4 INFORMATIONAL SUBMITTALS

- A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.
- B. Implementation and Termination Schedule: Within 15 days of date established for commencement of the Work, submit schedule indicating implementation and termination dates of each temporary utility.
- C. Project Identification and Temporary Signs: Show fabrication and installation details, including plans, elevations, details, layouts, typestyles, graphic elements, and message content.
- D. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

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- E. Moisture- and Mold-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage and mold. Describe delivery, handling, storage, installation, and protection provisions for materials subject to water absorption or water damage.
  - 1. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and requirements for replacing water-damaged Work.
  - 2. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
  - 3. Indicate methods to be used to avoid trapping water in finished work.
  
- F. Dust- and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust- and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Include the following:
  - 1. Locations of dust-control partitions at each phase of work.
  - 2. HVAC system isolation schematic drawing.
  - 3. Location of proposed air-filtration system discharge.
  - 4. Waste-handling procedures.
  - 5. Other dust-control measures.
  
- G. Noise and Vibration Control Plan: Identify construction activities that may impact the occupancy and use of existing spaces within the building or adjacent existing buildings, whether occupied by others, or occupied by the Owner. Include the following:
  - 1. Methods used to meet the goals and requirements of the Owner.
  - 2. Concrete cutting method(s) to be used.
  - 3. Location of construction devices on the site.
  - 4. Show compliance with the use and maintenance of quieted construction devices for the duration of the Project.
  - 5. Indicate activities that may disturb building occupants and that are planned to be performed during non-standard working hours as coordinated with the Owner.

**1.5 QUALITY ASSURANCE**

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions in 2012 Texas Accessibility Standards.

**1.6 PROJECT CONDITIONS**

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



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**PART 2 - PRODUCTS**

**2.1 MATERIALS**

- A. Portable Chain-Link Fencing: Minimum 2-inch, 0.148-inch-thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts; minimum 2-3/8-inch-OD line posts and 2-7/8-inch-OD corner and pull posts, with 1-5/8-inch-OD top and bottom rails. Provide concrete galvanized-steel bases for supporting posts, along with required sandbags for added support of bases.
- B. Fencing Windscreen Privacy Screen: Polyester fabric scrim with grommets for attachment to chain-link fence, sized to height of fence.
- C. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.

**2.2 TEMPORARY FACILITIES**

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

**2.3 EQUIPMENT**

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

**PART 3 - EXECUTION**

**3.1 TEMPORARY FACILITIES, GENERAL**

- A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
  - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

**3.2 INSTALLATION, GENERAL**

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
  - 1. Locate facilities to limit site disturbance as specified in Section 01 10 00 "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

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- C. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
  - 1. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containment devices.
  - 2. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.

**3.3 TEMPORARY UTILITY INSTALLATION**

- A. General: Install temporary service or connect to existing service.
  - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- C. Sanitary Facilities: Provide temporary toilets, wash facilities, safety shower and eyewash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
  - 1. Use of Permanent Toilets: Use of Owner's existing or new toilet facilities is not permitted.
- D. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
  - 1. Use portable electric generators.
- E. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

**3.4 SUPPORT FACILITIES INSTALLATION**

- A. Comply with the following:
  - 1. Provide construction for temporary field offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible in accordance with ASTM E136. Comply with NFPA 241.
  - 2. Utilize designated area within existing building for temporary field offices.
  - 3. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas as indicated within construction limits indicated on Drawings.
  - 1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.

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- C. Traffic Controls: Comply with requirements of authorities having jurisdiction.
  - 1. Protect existing site improvements to remain, including curbs, pavement, and utilities.
  - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- D. Parking: Provide temporary onsite parking areas for construction personnel.
- E. Storage and Staging: Use designated areas of Project site for storage and staging needs.
- F. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
  - 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
- G. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
  - 1. Identification Signs: Provide Project identification signs as indicated on Drawings.
  - 2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
    - a. Provide temporary, directional signs for construction personnel and visitors.
  - 3. Maintain and touch up signs, so they are legible at all times.
- H. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."

**3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION**

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
  - 1. Where access to adjacent properties is required in order to affect protection of existing facilities, obtain written permission from adjacent property owner to access property for that purpose.
- B. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
  - 1. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant-protection zones.
  - 2. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
  - 3. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
  - 4. Remove erosion and sedimentation controls, and restore and stabilize areas disturbed during removal.
- C. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.

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- D. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- F. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals, so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using materials approved by authorities having jurisdiction.
- G. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people from easily entering site except by entrance gates.
  - 1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
  - 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Furnish one set of keys to Owner.
- H. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

**3.6 MOISTURE AND MOLD CONTROL**

- A. Moisture and Mold Protection: Protect stored materials and installed Work in accordance with Moisture and Mold Protection Plan.
- B. Exposed Construction Period: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
  - 1. Protect porous materials from water damage.
  - 2. Protect stored and installed material from flowing or standing water.
  - 3. Keep porous and organic materials from coming into prolonged contact with concrete.
  - 4. Remove standing water from decks.
  - 5. Keep deck openings covered or dammed.

**3.7 OPERATION, TERMINATION, AND REMOVAL**

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
  - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than

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Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 01 77 00 "Closeout Procedures."

END OF SECTION 01 50 00

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SECTION 01 57 23 - TEMPORARY STORM WATER POLLUTION CONTROL

PART 1 - GENERAL RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
  - 1. Temporary stormwater pollution controls.

1.3 STORMWATER POLLUTION PREVENTION PLAN

- A. The Stormwater Pollution Prevention Plan (SWPPP) is part of the Contract Documents and is bound into this Project Manual.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
  - 1. Meet with Owner, Engineer, and earthwork subcontractor.
  - 2. Review requirements of the SWPPP, including permitting process, worker training, and inspection and maintenance requirements.

1.5 INFORMATIONAL SUBMITTALS

- A. Stormwater Pollution Prevention Plan (SWPP): Within 15 days of date established for commencement of the Work, submit completed SWPPP.
- B. EPA authorization under the EPA's "2017 Construction General Permit (CGP)."
- C. Stormwater Pollution Prevention (SWPP) Training Log: For each individual performing Work under the SWPPP.
- D. Inspection reports.

1.6 QUALITY ASSURANCE

- A. Stormwater Pollution Prevention Plan (SWPPP) Coordinator: Experienced individual or firm with a record of successful water pollution control management coordination of projects with similar requirements.

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1. SWPPP Coordinator shall complete and finalize the SWPPP form.
2. SWPPP Coordinator shall be responsible for inspections and maintaining of all requirements of the SWPPP.

B. Installers: Trained as indicated in the SWPPP.

**PART 2 - PRODUCTS**

**2.1 TEMPORARY STORMWATER POLLUTION CONTROLS**

A. Provide temporary stormwater pollution controls as required by the SWPPP.

**PART 3 - EXECUTION**

**3.1 INSTALLATION**

- A. Comply with all best management practices, general requirements, performance requirements, reporting requirements, and all other requirements included in the SWPPP.
- B. Locate stormwater pollution controls in accordance with the SWPPP.
- C. Conduct construction as required to comply with the SWPPP and that minimize possible contamination or pollution or other undesirable effects.
  1. Inspect, repair, and maintain SWPPP controls during construction.
    - a. Inspect all SWPPP controls not less than every seven days, and after each occurrence of a storm event, as outlined in the SWPPP.
- D. Remove SWPPP controls at completion of construction and restore and stabilize areas disturbed during construction.

END OF SECTION 01 57 23

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SECTION 01 73 00 - EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work, including, but not limited to, the following:
  - 1. Cutting and patching.
  - 2. Progress cleaning.
  - 3. Protection of installed construction.
  
- B. Related Requirements:
  - 1. Section 01 10 00 "Summary" for coordination of limits on use of Project site.
  - 2. Section 01 77 00 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, replacing defective work, and final cleaning.

1.2 DEFINITIONS

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

1.3 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
  - 1. Structural Elements: When cutting and patching structural elements, or when encountering the need for cutting and patching of elements whose structural function is not known, notify Engineer of locations and details of cutting and await directions from Engineer before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
  - 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
  - 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
  - 4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Engineer's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.



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**PART 2 - PRODUCTS**

**2.1 MATERIALS**

- A. Comply with requirements specified in other Sections.
  - 1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with sustainable design requirements.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
  - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Engineer for the visual and functional performance of in-place materials. Use materials that are not considered hazardous.
- C. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

**PART 3 - EXECUTION**

**3.1 EXAMINATION**

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
  - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, gas service piping, and water-service piping; underground electrical services; and other utilities.
  - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
  - 1. Description of the Work, including Specification Section number and paragraph, and Drawing sheet number and detail, where applicable.
  - 2. List of detrimental conditions, including substrates.
  - 3. List of unacceptable installation tolerances.
  - 4. Recommended corrections.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

**3.2 PREPARATION**

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

**3.3 CONSTRUCTION LAYOUT**

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks and existing conditions. If discrepancies are discovered, notify Engineer promptly.
- B. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- C. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- D. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Engineer.

**3.4 FIELD ENGINEERING**

- A. Identification: Owner will identify existing benchmarks, control points, and property corners.
- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.

**3.5 INSTALLATION**

- A. Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
- B. Conduct construction operations, so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy of type expected for Project.

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- C. Sequence the Work and allow adequate clearances to accommodate movement of construction items on-site and placement in permanent locations.
- D. Tools and Equipment: Select tools or equipment that minimize production of excessive noise levels.
- E. Repair or remove and replace damaged, defective, or nonconforming Work.
  - 1. Comply with Section 01 77 00 "Closeout Procedures" for repairing or removing and replacing defective Work.

**3.6 CUTTING AND PATCHING**

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of Work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements in Section 01 10 00 "Summary."
- F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.
- G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  - 4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
  - 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
  - 6. Proceed with patching after construction operations requiring cutting are complete.

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- H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as practicable, as judged by Engineer. Provide materials and comply with installation requirements specified in other Sections, where applicable.
  - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
  - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
    - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    - b. Restore damaged pipe covering to its original condition.
  - 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance
    - a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch, corner to corner of wall and edge to edge of ceiling. Provide additional coats until patch blends with adjacent surfaces.
  - 4. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

**3.7 COORDINATION OF OWNER'S PORTION OF THE WORK**

- A. Site Access: Provide access to Project site for Owner's construction personnel and Owner's separate contractors.
  - 1. Provide temporary facilities required for Owner-furnished, Contractor-installed products.
  - 2. Refer to Section 01 10 00 "Summary" for other requirements for Owner-furnished, Contractor-installed products
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel and Owner's separate contractors.
  - 1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.

**3.8 PROGRESS CLEANING**

- A. Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

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1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
  3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
    - a. Use containers intended for holding waste materials of type to be stored.
  4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently
- D. Site: Maintain Project site free of waste materials and debris.
- E. Work Areas: Clean areas where Work is in progress to the level of cleanliness necessary for proper execution of the Work.
1. Remove liquid spills promptly.
  2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- F. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- G. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- H. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 01 74 19 "Construction Waste Management and Disposal."
- 3.9 PROTECTION AND REPAIR OF INSTALLED CONSTRUCTION
- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
  - B. Repair Work previously completed and subsequently damaged during construction period. Repair to like-new condition.
  - C. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.

END OF SECTION 01 73 00

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SECTION 01 74 19 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
  - 1. Disposing of nonhazardous demolition waste.
- B. Related Requirements:
  - 1. Section 042000 "Unit Masonry" for disposal requirements for masonry waste.
  - 2. Section 311000 "Site Clearing" for disposition of waste resulting from site clearing and removal of above- and below-grade improvements.

1.2 DEFINITIONS

- A. Demolition Waste: Building, structure, and site improvement materials resulting from demolition operations.
- B. Disposal: Removal of demolition or construction waste and subsequent salvage, sale, recycling, or deposit in landfill, incinerator acceptable to authorities having jurisdiction, or designated spoil areas on Owner's property.

1.3 ACTION SUBMITTALS

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

1.4 INFORMATIONAL SUBMITTALS

- A. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

1.5 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Comply with requirements in Section 02 41 16 "Structure Demolition."

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PART 2 - PRODUCTS

PART 3 - EXECUTION

3.1 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged or recycled, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
  - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.

END OF SECTION 01 74 19

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SECTION 01 77 00 – CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final completion procedures.
  - 3. Warranties.
  - 4. Final cleaning.
- B. Related Requirements:
  - 1. Section 01 78 39 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.

1.2 ACTION SUBMITTALS

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

1.3 CLOSEOUT SUBMITTALS

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

1.4 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's "punch list"), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.



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1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction, permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  2. Submit closeout submittals specified in other Division 01 Sections, including Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
  3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  4. Submit testing, adjusting, and balancing records.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  2. Complete final cleaning requirements.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.

**1.5 FINAL COMPLETION PROCEDURES**

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:
1. Submit a final Application for Payment in accordance with Section 01 29 00 "Payment Procedures."
  2. Certified List of Incomplete Items: Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

**1.6 LIST OF INCOMPLETE ITEMS**

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

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1. Organize items applying to each space by major element, including categories for ceilings, individual walls, floors, equipment, and building systems.
2. Include the following information at the top of each page:
  - a. Project name.
  - b. Date.
  - c. Name of Engineer.
  - d. Name of Contractor.
  - e. Page number.
3. Submit list of incomplete items in the following format:
  - a. PDF Electronic File: Engineer will return annotated file.
  - b. Web-Based Project Software Upload: Utilize software feature for creating and updating list of incomplete items (punch list).

**1.7 SUBMITTAL OF PROJECT WARRANTIES**

- A. Time of Submittal: Submit written warranties on request of Engineer for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
  1. Submit by email
  2. Submit by uploading to web-based project software site.

**PART 2 - PRODUCTS**

**2.1 MATERIALS**

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

**PART 3 - EXECUTION**

**3.1 FINAL CLEANING**

- A. Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

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- a. Clean Project site of rubbish, waste material, litter, and other foreign substances.
  - b. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
  - c. Remove debris and surface dust from limited-access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
  - d. Clean flooring, removing debris, dirt, and staining; clean according to manufacturer's recommendations.
  - e. Vacuum and mop concrete.
  - f. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
  - g. Leave Project clean and ready for occupancy.
- C. Construction Waste Disposal: Comply with waste-disposal requirements in Section 01 74 19 "Construction Waste Management and Disposal."

**3.2 REPAIR OF THE WORK**

- A. Complete repair and restoration operations required by Section 01 73 00 "Execution" before requesting inspection for determination of Substantial Completion.

END OF SECTION 01 77 00

**PALMVIEW MUNICIPAL DEVELOPMENT DISTRICT  
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SECTION 02 41 16 – STRUCTURE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY SECTION 02 41 16 - STRUCTURE DEMOLITION

A. Section Includes:

1. Demolition and removal of buildings and site improvements.
2. Removing below-grade construction.
3. Disconnecting, capping or sealing, and removing site utilities.

B. Related Requirements:

1. Section 01 10 00 "Summary" for use of the premises and phasing requirements.
2. Section 01 32 00 "Construction Progress Documentation" for preconstruction photographs taken before building demolition.
3. Section 31 10 00 "Site Clearing" for site clearing and removal of above- and below-grade site improvements not part of building demolition.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged.

1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
  1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.5 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at Project site.
  1. Inspect and discuss condition of construction to be demolished.
  2. Review structural load limitations of existing structures.
  3. Review and finalize building demolition schedule and verify availability of demolition personnel, equipment, and facilities needed to make progress and avoid delays.
  4. Review and finalize protection requirements.
  5. Review procedures for noise control and dust control.
  6. Review procedures for protection of adjacent buildings.
  7. Review items to be salvaged and returned to Owner.

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**1.6 INFORMATIONAL SUBMITTALS**

- A. Qualification Data: For refrigerant recovery technician.
- B. Engineering Survey: Not applicable
- C. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.
- D. Schedule of Building Demolition Activities: Indicate the following:
  - 1. Detailed sequence of demolition work, with starting and ending dates for each activity.
  - 2. Temporary interruption of utility services.
  - 3. Shutoff and capping or re-routing of utility services.
- E. Predemolition Photographs or Video: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by salvage and demolition operations. Comply with Section 01 32 33 "Photographic Documentation." Submit before the Work begins.
- F. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

**1.7 CLOSEOUT SUBMITTALS**

- A. Inventory: Submit a list of items that have been removed and salvaged.

**1.8 QUALITY ASSURANCE**

- A. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.

**1.9 FIELD CONDITIONS**

- A. Buildings to be demolished will be vacated and their use discontinued before start of the Work.
- B. Buildings immediately adjacent to demolition area will be occupied. Conduct building demolition so operations of occupied buildings will not be disrupted.
  - 1. Provide not less than 72 hours' notice of activities that will affect operations of adjacent occupied buildings.
  - 2. Maintain access to existing walkways, exits, and other facilities used by occupants of adjacent buildings.
    - a. Do not close or obstruct walkways, exits, or other facilities used by occupants of adjacent buildings without written permission from authorities having jurisdiction.

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- C. Conditions existing at time of inspection for Quoting purpose will be maintained by Owner as far as practical.
- D. Hazardous Materials: Pending Asbestos Survey.
- E. On-site storage or sale of removed items or materials is not permitted.

1.10 COORDINATION

- A. Arrange demolition schedule so as not to interfere with Owner's on-site operations or operations of adjacent occupied buildings.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

2.2 SOIL MATERIALS

- A. Satisfactory Soils: Comply with requirements in Section 31 20 00 "Earth Moving."

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting demolition operations.
- B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during building demolition operations.
- D. Steel Tendons: Locate tensioned steel tendons and include recommendations for de-tensioning.
- E. Verify that hazardous materials have been remediated before proceeding with building demolition operations.
- F. Inventory and record the condition of items to be removed and salvaged.

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**3.2 PREPARATION**

- A. Refrigerant: Before starting demolition, remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction.
- B. Salvaged Items: Comply with the following: (Historic Items)
  - 1. Clean salvaged items of dirt and demolition debris.
  - 2. Pack or crate items after cleaning. Identify contents of containers.
  - 3. Store items in a secure area until delivery to Owner.
  - 4. Transport items to storage area designated by Owner.
  - 5. Protect items from damage during transport and storage.

**3.3 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS**

- A. Existing Utilities to be Disconnected: Locate, identify, disconnect, and seal or cap off utilities serving buildings and structures to be demolished.
  - 1. Owner will arrange to shut off utilities when requested by Contractor.
  - 2. Arrange to shut off utilities with utility companies.
  - 3. If removal, relocation, or abandonment of utility services will affect adjacent occupied buildings, then provide temporary utilities that bypass buildings and structures to be demolished and that maintain continuity of service to other buildings and structures.
  - 4. Cut off pipe or conduit a minimum of 48 inches below grade. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing according to requirements of authorities having jurisdiction.
  - 5. Do not start demolition work until utility disconnecting and sealing have been completed and verified in writing.

**3.4 PROTECTION**

- A. Existing Facilities: Protect adjacent walkways, loading docks, building entries, and other building facilities during demolition operations. Maintain exits from existing buildings.
- B. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent unexpected movement or collapse of construction being demolished.
  - 1. Strengthen or add new supports when required during progress of demolition.
- C. Existing Utilities to Remain: Maintain utility services to remain and protect from damage during demolition operations.
  - 1. Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction.
  - 2. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and authorities having jurisdiction.
    - a. Provide at least 72 hours' notice to occupants of affected buildings if shutdown of service is required during changeover.

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- D. Temporary Protection: Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction and as indicated. Comply with requirements in Section 01 50 00 "Temporary Facilities and Controls."
1. Protect adjacent buildings and facilities from damage due to demolition activities.
  2. Protect existing site improvements, appurtenances, and landscaping to remain.
  3. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.
  4. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  5. Provide protection to ensure safe passage of people around building demolition area and to and from occupied portions of adjacent buildings and structures.
  6. Protect walls, windows, roofs, and other adjacent exterior construction that are to remain and that are exposed to building demolition operations.
  7. Erect and maintain dustproof partitions and temporary enclosures to limit dust, noise, and dirt migration to occupied portions of adjacent buildings.
- E. Remove temporary barriers and protections where hazards no longer exist. Where open excavations or other hazardous conditions remain, leave temporary barriers and protections in place.

**3.5 DEMOLITION, GENERAL**

- A. General: Demolish indicated buildings and site improvements completely. Use methods required to complete the Work within limitations of governing regulations and as follows:
1. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting operations.
  2. Maintain fire watch during and for at least 4 hours after flame-cutting operations.
  3. Maintain adequate ventilation when using cutting torches.
  4. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- B. Site Access and Temporary Controls: Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
  2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
- C. Explosives: Use of explosives is not permitted.

**3.6 DEMOLITION BY MECHANICAL MEANS**

- A. Proceed with demolition of structural framing members systematically, from higher to lower level. Complete building demolition operations above each floor or tier before disturbing supporting members on the next lower level.
- B. Remove debris from elevated portions of the building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.



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1. Remove structural framing members and lower to ground by method suitable to minimize ground impact and dust generation.
- C. Below-Grade Construction: Demolish foundation walls and other below-grade construction.
1. Remove below-grade construction, including basements, foundation walls, and footings, completely.
- D. Existing Utilities: Demolish existing utilities and below-grade utility structures that are within 5 feet outside footprint indicated for new construction. Abandon utilities outside this area.
1. Fill abandoned utility structures with satisfactory soil materials.
  2. Coordinate with respective utility authorities having jurisdiction.
- E. Existing Utilities: Demolish and remove existing utilities and below-grade utility structures.
- F. Hydraulic Elevator Systems: Demolish and remove elevator system, including cylinder, plunger, well assembly, steel well casing and liner, oil supply lines, and tanks.

**3.7 SITE RESTORATION**

- A. Below-Grade Areas: Rough grade below-grade areas ready for further excavation or new construction.
- B. Below-Grade Areas: Completely fill below-grade areas and voids resulting from building demolition operations with satisfactory soil materials.
1. Install non-expansive select fill.
  2. Liquid Limit: < 40.
  3. Plasticity Index: 5-17.
  4. Compact select fill to 95% of maximum dry density.
- C. Site Grading: Uniformly rough grade area of demolished construction to a smooth surface, free from irregular surface changes.
1. Provide a smooth transition between adjacent existing grades and new grades.
  2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

**3.8 REPAIRS**

- A. Promptly repair damage to adjacent buildings caused by demolition operations.

**3.9 DISPOSAL OF DEMOLISHED MATERIALS**

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction. and recycle or dispose of them according to Section 01 74 19 "Construction Waste Management and Disposal."
1. Do not allow demolished materials to accumulate on-site.
  2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

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- B. Do not burn demolished materials.

**3.10 CLEANING**

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations began.
  - 1. Clean roadways of debris caused by debris transport.

END OF SECTION 02 41 16

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SECTION 02 82 13 – ASBESTOS ABATEMENT

1.1 GENERAL INFORMATION

- A. An existing asbestos report for the project is not available. The project has an allowance for the awarded contractor to complete such survey.
- B. Related Requirements:
  - 1. Document 00 21 13 "Instructions to Vendors" for the Vendor's responsibilities for examination of Project site and existing conditions.
  - 2. Document 00 31 26 "Existing Hazardous Material Information" for abatement requirements of materials suspected of containing hazardous materials.
  - 3. Section 02 41 16 "Structure Demolition" for notification requirements if materials suspected of containing hazardous materials are encountered.

END OF SECTION 02 82 13