RESOLUTION NO. 16-086

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING CHANGE ORDER NO. 4 IN THE AMOUNT OF $205,490.85 FROM BURKE CONSTRUCTION GROUP, INC. FOR CONSTRUCTION OF THE NEW KEY WEST CITY HALL AT GLYNN ARCHER CONSTRUCTION PROJECT; AUTHORIZING THE USE OF PROJECT CONTINGENCY FUNDS; EXTENDING THE PROJECT SUBSTANTIAL COMPLETION DATE BY 90 DAYS TO MAY 16, 2016; AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution 14-348, the City Commission awarded the bid of Burke Construction Group for the New Key West City Hall at Glynn Archer; and

WHEREAS, in Resolution 15-169, the City Commission approved budget amendments for the project; and

WHEREAS, in Resolution 15-369, the City Commission approved the direct purchase of office furnishings for the project; and

WHEREAS, during the process of construction, unforeseen conditions have been encountered, which require adjustments to the scope of work, costs and an extension of time to complete the project; and

WHEREAS, City staff and architect Bert Bender, have reviewed each change order request, and recommend approval of the attached Change Order No.4, consolidating Change Order Requests 005, 009, 014, 016, 017, 018, 019, 020, 021, 022, 023, 024, 025 and 026.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the attached Change Order No. 4, is hereby approved in an amount not to exceed $205,490.85, inclusive of 30 compensable calendar days.

Section 2: That the use of contingency funds budgeted in account No. 303-1900-519-62-00 (Project GN 1302) is authorized for this Change Order.

Section 3: That an extension of the project "substantial completion" date by 90 days to May 16, 2016, is hereby authorized.

Section 4: That the City Manager is authorized to execute Change Order No. 4 on behalf of the City of Key West.

Section 5: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 1st day of March, 2016.

Authenticated by the Presiding Officer and Clerk of the Commission on 2nd day of March, 2016.

Filed with the Clerk on March 2, 2016.

Mayor Craig Cates	Yes
Vice Mayor Clayton Lopez	Yes
Commissioner Sam Kaufman	Yes
Commissioner Richard Payne	Yes
Commissioner Margaret Romero	Yes
Commissioner Billy Wardlow	Yes
Commissioner Jimmy Weekley	Yes

Craig Cates

CRAIG CATES, MAYOR

ATTEST:

Cheryl Smith /sgH

CHERYL SMITH, CITY CLERK

THE CITY OF KEY WEST
3140 Flagler Ave, Key West, FL 33040 (305) 809-3792

EXECUTIVE SUMMARY

TO: Jim Scholl, City Manager

FROM: James Bouquet, P.E., Director of Engineering

DATE: February 17, 2016

SUBJECT: Key West City Hall Unforeseen Conditions

ACTION STATEMENT

Authorizing the City Manager to approve Change Order No. 4 in the amount of $205,490.85 using available project contingency funds for unforeseen conditions encountered during construction of the New City Hall at Glynn Archer School. Extend the project substantial completion date by 90 calendar days to May 16, 2016.

BACKGROUND

Resolution No. 14-348 accepted the bid proposal of Burke Construction Group Inc. (Burke) for construction of a New City Hall at Glynn Archer School. The proposal was based on construction documents prepared by Bender & Associates Architects (Bender) dated August 2014. Consistent with reconstruction of an existing 90 year old structure, encountering unforeseen conditions and work items not covered in the construction documents are to be expected. In anticipation, the City included an original project contingency in the amount of $198,500. funded by Resolution 15-169.

As the project has progressed since commencing work in January 2015, a number of Change Order Requests (COR's) primarily relating to unforeseen conditions have been received. The CORs, along with the required backup documentation, are attached. Each COR has been reviewed by City staff and Bender. The following additional cost determinations are the result of this review and negotiations with Burke.

COR No. 005: Concrete spalling was discovered during selective demolition of windows in Building B. Based on a unit price of $250 per square foot, the total cost of the COR is $9,527.79.

COR No. 009: During installation of the exterior wall bracing, two previously unknown septic tanks were discovered when screw pile augers punched into the tank cavities. If left on site the cisterns represented a life safety hazard. Total cost of the COR to abandon these tanks is $3,810.10.

COR No. 014: During demolition of the first floor framing, asbestos containing materials, including pipe insulation, were encountered. These materials were located in a limited access area (crawlspace beneath the main floor) and therefore not identified in the original asbestos survey. The abatement work needed to be completed before general demolition work could continue. Cost of the abatement ($27,630.56) was verified as fair.

COR No. 016: Following demolition of the north and south porches, cracks in the auditorium walls were discovered. As these walls no longer carried gravity loads, the repair consisted of weatherproofing only. The pricing of this COR ($14,663.01) has been confirmed as fair.

COR No. 017: An abandoned sewer lateral running from the gymnasium to United Street was discovered during site work. The lateral required removal and capping to facilitate site work. The cost of this COR is $2,486.94.

COR No. 018: Additional weatherproofing (liquid flashing) was added at all windows. While not required by the Contract Documents, additional weatherproofing is recommended due to the actual condition of window openings as determined following original window removal. Pricing ($6,369.99) has been determined to be fair.

COR No. 019: The roofing sub-contractor inspected the roof deck to determine if substrates were acceptable for a fully warranted membrane roof installation. This inspection and acceptance of the substrate is a requirement of the Contract Documents. Based on this inspection, the roofing sub-contractor required substrate repairs to the parapets before proceeding with roof installation. As the condition of the parapets was not visible until after removal of the original roof, these substrate repairs represent an unforeseen condition. Pricing of this COR ($16,602.50) is fair.

COR No. 020: Burke requested additional compensation and time associated with installation and rental of wall bracing. The original bracing plan was rejected by Bender's structural engineer as the specified mid-height bracing was not provided. The need for mid-height bracing was verified following additional testing performed by Burke. The bracing plan redesign, subsequent review and approval and installation of the additional bracing delayed demolition, impacting the project's critical path schedule. The Contractor withdrew the request for additional compensation.

COR No. 021: Due to a variation in the anticipated foundation condition at Column Line B.5 Bridge Columns, adjustments to the floor slab were required. The $6,365.17 cost associated with these adjustments has been determined to be fair.

COR No. 022: Payment for additional concrete related to (1) variation of existing foundations discovered during excavation work and (2) additional concrete at the second floor decks due to "deck deflection" was requested. Item No. 1 is an unforeseen condition and the $5,906.99 cost is fair and allowable. Parties agreed that Item No. 2 did not represent a change condition.

COR No. 023: During selective demolition at Building B, the two original door openings were uncovered. The opening dimensions necessitated the addition of a transom to match the door openings in Building A. The $3,683.24 cost for these two transoms is appropriate.

COR No. 024: This request was for lost construction time associated with severe weather that stopped work as confirmed by field logs and weather station records.

COR No. 025: An additional hatch was installed to access the Building A crawl space where the south side ramp approaches the existing cistern. The addition of a second hatch provides access for future service or repairs required below the floor. The associated cost ($1,820.55) has been verified as fair.

COR No. 026: The intent of the contract documents was to retain as much of the historic interior plaster as possible. However, during construction the plaster was determined to be composed of a gypsum component with little resistance to high moisture environments. Severe weather events with large volumes of rain occurred prior to the building being closed in, resulting in extensive areas of plaster delamination. Delamination of the existing plaster continues to occur. Burke proposes to remove (demolish) all wall plaster above the wainscot level and install a new 3-coat plaster system. Pricing for interior plaster demolition ($21,600) and new plaster installation ($78,900) is fair for the scope of work involved.

Burke's current schedule indicates project completion on July 13, 2016. The City and Burke agreed that the above unforeseen conditions resulted in 90 justifiable calendar days to be added to the project contract time, extending the project "substantial completion" date to May 16, 2016. Of the 90 days, it was agreed that 30 days would be immediately "compensable", with the associated cost of $33,000. (30 days at $1,100 per day) included in this change order.

When parties agree that substantial completion has been achieved, the remaining 60 days will be reviewed/negotiated as to whether compensable. At that time, any additional days between contractual and actual substantial and final completion dates will be negotiated as to whether compensable or if liquidated damages are justified.

The above analysis is summarized as follows:

Total of Accepted Change Order Requests	$172,490.85
30 Compensable Calendar Days:	$ 33,000.00
Total Change Order #4:	**$205,490.85** (1.4 % of original base bid)

PURPOSE AND JUSTIFICATION

Addressing the identified unforeseen conditions in a timely manner and in accordance with good engineering and construction practice is critical to providing a structurally stable building shell on which to construct the remaining components of New City Hall.

The improvement of infrastructure is critical to meeting the current and future needs of the City. This project is in accordance with the City of Key West's Strategic Goal #5: *All of the City's Destinations and Resources Are Accessible to Residents and Visitors*.

FINANCIAL ISSUES

Change Order#4 for unforeseen conditions in the amount of $205,490.85 funded under Account #303-1900-519-62-00 (Project GN 1302). In anticipation of unforeseen conditions, the City included an initial project contingency of $198,950. The City Commission subsequently approved this contingency amount under Resolution 15-169. The available contingency is supplemented by project funds generated from the Owner Direct Purchase (ODP) program. Current ODP savings of $218,619 has increased the available contingency to approximately $417,569. Additionally, a revised proposal for office furnishings and equipment for New City Hall at Glynn Archer School resulted in a savings of $83,884 from the original proposal cost approved by City Commission under Resolution 15-369.

Current remaining project contingency is as follows:

Original Contingency:	$ 198,950.00
ODP Savings to Date:	$ 218,619.00
Furniture Savings:	$ 83,884.00
Available Contingency:	$ 501,453.00
CO#4:	($205,490.85)
Remaining Contingency:	**$295,962.15**

RECOMMENDATION

Authorizing the City Manager to approve Change Order No. 4 in the amount of $205,490.85 and extending the project "substantial completion" date to May 16, 2016 for unforeseen conditions encountered during construction of the New City Hall at Glynn Archer School is recommended.

CHANGE ORDER

PROJECT: Key West City Hall at Glynn Archer

CHANGE ORDER NO. 4

DATE: January 20, 2016
Revised February 17, 2016

ARCHITECT'S PROJECT NO: 1305

TO CONTRACTOR:
Burke Construction Group, Inc.

CONTRACT DATED: December 30, 2014

CONTRACT FOR:
Key West City Hall at Glynn Archer Phase 2
New Construction and Major Renovation

The Contract is changed as follows:

Change Order No. 1 established the ODP as follows:

In accordance with City of Key West Resolution 15-104, Burke Construction Group, Inc. (Burke) will manage the Owner Direct Purchase program on behalf of the City for a negotiated fee of 10 percent on the total savings realized. Refer to e-mail from Burke dated March 13, 2015 and Architect letter of recommendation dated March 13, 2015 attached to Change Order #1.

All contract reductions under this authorization will be Change Order 2, with the first labeled CO #2, and subsequent Change Orders related to ODP receiving a letter, i.e. 2A, 2B, etc.

This Change Order follows Change Order #2E

The following Change Order Requests are attached:

Per Change Order Request No. 005	add $ 9,527.79
Per Change Order Request No. 009	add $ 3,870.10
Per Change Order Request No. 014	add $ 27,630.56
Per Change Order Request No. 016	add $ 14,663.01
Per Change Order Request No. 017	add $ 2,486.94
Per Change Order Request No. 018	add $ 6,369.99
Per Change Order Request No. 019	add $ 16,602.50
Per Change Order Request No. 020	add $ -0- (time only)
Per Change Order Request No. 021	add $ 6,365.17
Per Change Order Request No. 022	add $ 6,763.50
Per Change Order Request No. 023	add $ 3,683.24
Per Change Order Request No. 024	add $ -0- (time only)
Per Change Order Request No. 025	add $ 1,820.55
Per Change Order Request No. 026	add $ 72,707.50
Compensable General Condition Days (30 days @ $1,100/day)	add $ 33,000.00
Total Change this Change Order	add $205,490.85

DM
CURRENT

Not valid until signed by the Owner, Architect and Contractor.

The original **(Contract Sum)**(Guaranteed Maximum Price) was	$	14,997,500.00
Net change by previously authorized Change Orders	$	(3,671,393.28)
The **(Contract Sum)**(Guaranteed Maximum Price) prior to this Change Order was	$	11,326,106.72
The **(Contract Sum)**(Guaranteed Maximum Price) will be increased by this Change Order in the amount of	$	205,490.85
The new **(Contract Sum)**(Guaranteed Maximum Price) including this Change Order will be	$	11,531,597.57

The Contract Time will be **increased** by 90 days
The date of Substantial Completion as of the date of this Change Order therefore is May 16, 2016

ARCHITECT:
Bender & Associates Architects, P.A.
410 Angela Street
Key West, FL 33040
BY:
DATE: 3. 4. 2016

CONTRACTOR:
Burke Construction Group, Inc.
~~3210 Flagler Avenue~~
Key West, FL 33040
BY:
DATE: 3/10/16

OWNER:
City of Key West
3140 Flagler Avenue
Key West, FL 33040
BY:
DATE: 01 MAR 2016

Distribution: Owner ☐ Contractor ☐ Field ☐ Architect's File ☐

REQUEST FOR CHANGE ORDER

☑ OWNER
☑ ARCHITECT
☑ CONTRACTOR
☑ FIELD
☐ SUBCONTRACTOR

BURKE Construction Group Inc.

PROJECT: **KEY WEST CITY HALL - GLYNN ARCHER**
1300 White Street
Key West, Florida 33040

REQUEST FOR CHANGE ORDER NO.: **005**

REQUEST FOR CHANGE ORDER DATE: **11/27/2015**

PROJECTS NO.: **1415**

CONTRACTOR: **Burke Construction Group, Inc.**
3210 Flagler Avenue
Key West, FL 33040

DATE OF CONTRACT: 12/19/2014

The Contract is changed as follows:

Sturctural repairs to Bldg. A approx. 18 sq ft. of Minor Spalling Repairs are needed.
Structural repairs to Bldg. B approx. 20.11 sq.ft. of Severe Spalling Repairs are needed.
These repairs consist of several small areas in Bldg.A and Severe Spalling Repairs of the Window Columns in Bldg. B. The Auditorium has very minor that will be taken care with Window Jamb Columns in Bldg. B.
Please understand that the identified areas have become apparent while removing windows and doors and may increase as repairs progress.
Our Estimate is based on a Two Hundred Fifty Dollars ($ 250.00) per Sq. Ft.

FIELD LOG DOCUMENTATION ATTACHED. (RONGAGE & KREED)

TIME NEEDS TO DOCUMENT CRITICAL PATH IMPACT. - VERIFY

Subtotals	$	8,321.21
Contractor Fee: 10%		832.12
Contractor OH: 2.5%		208.03
GL Insurance: 1%		83.21
Bond : 1%		83.21
TOTAL RCO:	**$**	**9,527.79**
CONTRACT TIME INCREASE / (DECREASE):		**14**

TIME VERIFIED 1.13.16 BASED ON FIELD LOG. 1.18.16

Burke Construction Group, Inc.
CONTRACTOR
3210 Flagler Avenue
ADDRESS
Key West, FL 33040

BY *(Signature)*
David J Hahn, Project Manager
(Typed Name)

DATE 11/27/2015

Reservations: This proposal is based solely on the usual cost elements such as labor material and normal markups, and does not include any amount for additional changes in the sequence of work, delays, disruptions, rescheduling, lost productivity, extended or unabsorbed overhead, overtime, acceleration and or impact costs, unless specifically stated. The right is expressly reserved to amend and make claim for any and all of these related items prior to final settlement of this contract.

INFORMATION BULLETIN (IB)

PROJECT:	**Key West City Hall at Glynn Archer**	**INFORMATION BULLETIN NO. Five (5)**
		DATE OF ISSUANCE: June 9, 2015
		CONTRACT FOR: Renovation
OWNER:	**City of Key West**	
		CONTRACT DATED: Dec 30, 2014
		ARCHITECT'S PROJECT NO. 1305
TO CONTRACTOR:	**Burke Construction Group, Inc.** **3210 Flagler Ave.** **Key West, FL 33040**	**ARCHITECT:** **Bender & Associates Architects, P.A.** **410 Angela Street** **Key West, FL 33040**

If the Contractor believes that the information contained herein will result in a change in the contract time or amount, Contractor must submit a written Request for Change Order within fifteen (15) days of the date of issuance of this I.B.

Some concrete spalling was discovered during selective demolition of windows at Building "B". Spalling repairs are authorized to proceed on a Unit Price basis of $250/sq. foot plus Contractor mark up as identified on the attached Change Order Request No. 5. This authorization shall not exceed $45,000.

Ron Gage and Kreed Howell will monitor progress and agree on total quantities to be used in a future Change Order.

BENDER & ASSOCIATES ARCHITECTS, P.A.

by: Bert Bender, Bender & Associates Architects

cc: Kreed Howell, Jim Bouquet, Javier Torres, Mark Keister, Laney Stoddard

Attachments: Change Order Request No. 5

REQUEST FOR CHANGE ORDER

☑ OWNER
☑ ARCHITECT
☑ CONTRACTOR
☑ FIELD
☐ SUBCONTRACTOR

BURKE Construction Group Inc.

AIA Document G710

PROJECT:	KEY WEST CITY HALL - GLYNN ARCHER 1300 White Street Key West, Florida 33040	CHANGE ORDER NO.	REQUEST 5
		CHANGE ORDER DATE:	05/11/2015
		PROJECTS NO.	1415
CONTRACTOR:	Burke Construction Group, Inc. 3210 Flagler Avenue Key West, FL 33040	DATE OF CONTRACT:	12/19/2014

The Contract is changed as follows:
Sturctural repairs to Bldg. A approx. 18 sq ft. of Minor Spalling Repairs are needed.
Structural repairs to Bldg. B approx. 140 sq.ft. of Severe Spalling Repairs are needed.
These repairs consist of several small areas in Bldg.A and Severe Spalling Repairs of the Window Columns in Bldg. B.. Please understand that the identified areas have become apparent while removing windows and doors and may increase as repairs progress.
Our Estimate is based on a $250.00 per sq. ft.

NOTE:

THIS WORK IS AUTHORIZED TO PROCEED ON A UNIT PRICE BASIS OF $250/SQUARE FOOT. KEEED HOWELL AND RON GAGE WILL MONITOR THE WORK AND QUANTIFY THE AREAS. A SUBSEQUENT CHANGE ORDER WILL BE ISSUED BASED ON THE AGREED UPON QUANTITY.

THIS AUTHORIZATION SHALL NOT EXCEED $45,000 INCLUDING CONTRACTOR MARK-UP.

Subtotal:	$39,500.00
Contractor Fee: 10%	$3,950.00
Contractor OH: 2.5%	$987.50
GL Insurance: 1%	$395.00
Total:	**$ 44,832.50**

Not valid until signed by the Owner and Contractor

The original (Contract Sum) (Guaranteed Maximum Price) was	$ 14,[illegible]500.00
Net change by previously authorized Change Orders	([illegible],142.38)
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	$ 13,170,357.62
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	$ 44,832.50
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	$ 13,215,190.12
The Contract Time will be (increased) (decreased) (unchanged) by	14
Master Permit Issue Date 02/02/2015 Contract Base Days 380 Rev. Date..	02/26/2016
The date of Substantial Completion as of this Change Order therefore is	03/11/2016

Reservations: This proposal is based solely on the usual cost elements such as labor material and normal markups, and does not include any amount for additional changes in the sequence of work, delays, disruptions, including, lost productivity, extended or unabsorbed overhead, overtime, acceleration and or impact costs, unless specifically stated. The right is expressly reserved to amend and make claim for any and all of these related items prior to final settlement of this contract.

Bender & Associates Architects, p.a.	Burke Construction Group, Inc.	City of Key West
ARCHITECT	SUBCONTRACTOR	CONTRACTOR
410 Angela Street	3210 Flagler Avenue	3126 Flagler Ave.
ADDRESS	ADDRESS	ADDRESS
Key West, FL 33040	Key West, FL 33040	Key West, Florida 33040
BY (Signature)	BY (Signature)	BY (Signature)
(Typed Name)	David J Hahn, Project Manager (Typed Name)	(Typed Name)
DATE	DATE 04.22.2015	DATE

THIS SECTION IS NOT APPLICABLE

SPALL REPAIR LOG SHEET 11/27/2015

Field Numbers in inches

LOCATION	LENGTH	WIDTH	LENGTH	WIDTH	TOTAL	COST
Bldg. B	69	6	5.75	0.50	2.88	718.75
	69	6	5.75	0.50	2.88	718.75
	60	8	5.00	0.67	3.33	833.33
	79	8	6.58	0.67	4.39	1097.22
	48	9	4.00	0.75	3.00	750.00
	68	8	5.67	0.67	3.78	944.44
	31	4	2.58	0.33	0.86	215.28
	36	6	3.00	0.50	1.50	375.00
	120	6	10.00	0.50	5.00	1250.00
	36	6	3.00	0.50	1.50	375.00
Bldg. A	216	6	9.00	0.50	4.50	1125.00
	216	6	9.00	0.50	4.50	1125.00
			0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00
Subtotals	1048		0.00	0.00	0.00	0.00
Totals					38.11	9527.78

Total Cost $9,527.78

REQUEST FOR CHANGE ORDER

☑ OWNER
☑ ARCHITECT
☑ CONTRACTOR
☑ FIELD
☐ SUBCONTRACTOR

BURKE Construction Group Inc.

PROJECT: **KEY WEST CITY HALL - GLYNN ARCHER**
1300 White Street
Key West, Florida 33040

REQUEST FOR CHANGE ORDER NO.: **009**

REQUEST FOR CHANGE ORDER DATE: **7.07.15**

PROJECTS NO.: **1415**

CONTRACTOR: **Burke Construction Group, Inc.**
3210 Flagler Avenue
Key West, FL 33040

DATE OF CONTRACT: 12/19/2014

The Contract is changed as follows:

The removal of two (2) concrete cisterns at the front of the Glynn Archer City Hall Bldg. A by providing equipment and labor to execute the task.

See attached invoice. CTS

O/K. — DOCUMENTED —

TIME ALLOWABLE - IMPACTED INSTALLATION OF WALL BRACING.

1.13.16

Subtotals	$	3,380.00
Contractor Fee: 10%		338.00
Contractor OH: 2.5%		84.50
GL Insurance: 1%		33.80
Bond : 1%		33.80
TOTAL RCO:	**$**	**3,870.10**
CONTRACT TIME INCREASE / (DECREASE):		**2**

Burke Construction Group, Inc.
CONTRACTOR
3210 Flagler Avenue
ADDRESS
Key West, FL 33040

BY *(Signature)*
David J Hahn
(Typed Name)

DATE 7.07.15

Reservations: This proposal is based solely on the usual cost elements such as labor material and normal markups, and does not include any amount for additional changes in the sequence of work, delays, disruptions, rescheduling, lost productivity, extended or unabsorbed overhead, overtime, acceleration and or impact costs, unless specifically stated. The right is expressly reserved to amend and make claim for any and all of these related items prior to final settlement of this contract.

CHARLEY TOPPINO & SONS, INC.

P.O. BOX 787 KEY WEST, FLORIDA 33041 (305) 296-5606 FAX (305) 296-5189

Burke Construction
3210 Flagler Ave.
Key West, FL 33040

GLYNN ARCHER CITY HALL PROJECT
CONTRACT #:
PO #: 1415-007
CTS PRJ#: 1503

Attn: David Hahn

May 28, 2105

SUBJECT: Removal / Abandonment of two concrete cisterns

Dear David;

Please consider this letter as the invoice for the work performed at the Glynn Archer City Hall project for the removal & abandonment of two concrete cisterns. The following is a breakdown of equipment & labor for this work.

ITEM:	UNIT:	UNIT PRICE		QUANTITY		TOTAL
CAT EXCAVATOR, 908 MINI	HR	$	75.00	13	$	975.00
BOBCAT	HR	$	55.00	13	$	715.00
OPERATORS (2)	HR	$	40.00	26	$	1,040.00
LABORERS, SKILLED (2)	HR	$	25.00	26	$	650.00
					$	3,380.00

TOTAL INVOICE AMOUNT: **$ 3,380.00**

Sincerely;
CHARLEY TOPPINO & SONS, INC.

RJArm

Ronald J. Armstrong
Project Manager

REQUEST FOR CHANGE ORDER

☑ OWNER
☑ ARCHITECT
☑ CONTRACTOR
☑ FIELD
☐ SUBCONTRACTOR

BURKE Construction Group Inc.

PROJECT: **KEY WEST CITY HALL - GLYNN ARCHER**
1300 White Street
Key West, Florida 33040

REQUEST FOR CHANGE ORDER NO.: **014**

REQUEST FOR CHANGE ORDER DATE: **09/21/2015**

PROJECTS NO.: **1415**

CONTRACTOR: **Burke Construction Group, Inc.**
3210 Flagler Avenue
Key West, FL 33040

DATE OF CONTRACT: 12/19/2014

Emergency Abatement

The Contract is changed as follows:

Crawlspace abatement of Bldg B and Bldg. A. Beginning May 12, 2015- Completed May 28, 2015
Please see attach backup documentation.
Abatement: $21,544.59
Testing: $2,586.99

OK –
TIME ALLOWED. STOPPED WORK UNTIL
ABATEMENT COMPLETED.

1.13.16

Subtotals	$	24,131.49
Contractor Fee: 10%		2413.15
Contractor OH: 2.5%		603.29
GL Insurance: 1%		241.31
Bond : 1%		241.31
TOTAL RCO:	**$**	**27,630.56**
CONTRACT TIME INCREASE / (DECREASE):		**8**

Burke Construction Group, Inc.
CONTRACTOR
3210 Flagler Avenue
ADDRESS
Key West, FL 33040

Reservations: This proposal is based solely on the usual cost elements such as labor material and normal markups, and does not include any amount for additional changes in the sequence of work, delays, disruptions, rescheduling, lost productivity, extended or unabsorbed overhead, overtime, acceleration and or impact costs, unless specifically stated. The right is expressly reserved to amend and make claim for any and all of these related items prior to final settlement of this contract.

BY *(Signature)*
David J Hahn, Project Manager
(Typed Name)

DATE 09/21/2015

WM WASTE MANAGEMENT

NON-HAZARDOUS WASTE MANIFEST

If waste is asbestos waste, complete all Sections.
If waste is NOT asbestos waste, complete only Sections 1, 2, 3, 4 and 5.

Manifest No. _____

SECTION 1 — GENERATOR INFORMATION (generator to complete)

a) Generator's Name: [illegible]

b) Generator's Address: [illegible]

c) Generator's Representative: [illegible]

d) Telephone Number: ( ) [illegible]

j) Generating Location (Name): [illegible]

k) Address: [illegible]

l) Telephone Number: ( ) [illegible]

e) WASTE MANAGEMENT APPROVAL CODE

f) Common Name of Waste: [illegible]

g) Description of Waste: [illegible]

h) Disposal Volume: [illegible]

____ Tons ✓ Cubic Yards ____ Other ____

i) Number of Containers: 1

m) Asbestos ONLY - ☒ Friable; ☐ Both; ____ % friable ____ % non-friable
☐ Non-friable; ☐ N/A

n) Type of Containers:

TYPE OF CONTAINERS
TR - TRUCK
DM - METAL DRUM
DP - PLASTIC DRUM
BA - BAG
BB - 6 MIL. PLASTIC BAG
BC - 12 MIL. PLASTIC BAG

o) I hereby warrant that the above named material is the same material as represented on the Special Waste Disposal Application identified by the above Waste Management Code and such material was delivered to the transporter on the shipment date referenced below.

Generator's Authorized Agent Name (print/type) — Signature of Generator's Authorized Agent — Shipment Date

SECTION 2 — TRANSPORTER 1

a) Transporter's Name: [illegible]

b) Transporter's Address: [illegible]

c) Telephone Number: ( ) [illegible]

d) Vehicle License No./State: _____

e) Trailer or Container No.: _____

f) Name of Driver (print/type) _____

g) I hereby warrant that the above named and described material was received from the generator on the date of receipt referenced below.

Signature of Driver — Date of Receipt

h) I hereby warrant that the above named and described material was delivered without incident or contamination on the date of delivery referenced below.

Signature of Driver — Date of Delivery

SECTION 3 — TRANSFER FACILITY - (Complete if applicable)

a) Transfer Facility's Name: _____

b) Transfer Facility's Address: _____

c) Telephone Number: ( ) _____

d) Vehicle License No./State: _____

e) Trailer or Container No.: _____

f) Name of Transfer Facility's Authorized Agent (print/type) _____

g) I hereby warrant that the above named and described material was received from the transporter on the date of receipt referenced below.

Signature of Transfer Facility's Authorized Agent — Date of Receipt

h) I hereby warrant that the above named and described material was delivered to the transporter without incident or contamination on the date of delivery referenced below.

Signature of Transfer Facility's Authorized Agent — Date of Delivery

SECTION 4 — TRANSPORTER 2 - (Complete if applicable)

a) Transporter's Name: _____

b) Transporter's Address: _____

c) Telephone Number: ( ) _____

d) Vehicle License No./State: _____

e) Trailer or Container No.: _____

f) Name of Driver (print/type) _____

g) I hereby warrant that the above named and described material was received on the date of receipt referenced below.

Signature of Driver — Date of Receipt

h) I hereby warrant that the above named and described material was delivered on the delivery date referenced below.

Signature of Driver — Date of Delivery

SECTION 5 — DESTINATION (Disposal Facility)

a) Disposal Facility's Name: [illegible]

b) Physical Address: [illegible]

c) Telephone Number: ( ) [illegible]

d) Mailing Address: [illegible]

e) Name of Disposal Facility's Authorized Agent (print/type) _____

f) The material delivered by the Transporter has been received at the Disposal Facility.

Signature of Disposal Facility's Authorized Agent — Date of Receipt

g) The material delivered by the Transporter has been rejected for disposal at the Disposal Facility.

Signature of Disposal Facility's Authorized Agent — Date of Rejection

Signature of Driver — Date of Rejection

SECTION 6 — ASBESTOS (operator to complete)

"Operator" is defined as the company which owns, leases, operates, controls, or supervises the facility being demolished or renovated, or the demolition or renovation operation or both.

a) Operator's Name: _____

b) Operator's Address: _____

c) Telephone Number: ( ) _____

d) Recommended special handling instructions and additional information: _____

e) Operator's Certification: I hereby warrant and declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and domestic law, regulations, ordinances, orders, rules and/or standards.

Operator's Name (print/type) — Signature of Operator's Authorized Agent — Date

f) Responsible Agency Name and Address: _____

CHANGE ORDER

☐ OWNER
☐ ARCHITECT
☑ CONTRACTOR
☑ FIELD
☑ SUBCONTRACTOR

BURKE Construction Group Inc.

AIA Document G710

PROJECT:	**KEY WEST CITY HALL - GLYNN ARCHER** 1300 White Street Key West, Florida 33040	CHANGE ORDER NO.	**3**
		CHANGE ORDER DATE:	09/01/2015
		PROJECTS NO.	**1415**
TO:	**ADS Services, Inc.** Attn: Gregory J. Godec 5451 N. 59th Street Tampa, Florida 33610	DATE OF CONTRACT:	01/26/2015
		FOR:	Emergency Abatement

The Contract is changed as follows:

Scope of Work: Mobilize to the subject project site with all additional labor, operators, supervision, materials, equipment, and dumpsters required to complete the following scope of work;

1. Submit an "Emergency" EPA NESHAPS "Notice of Asbestos Removal Project"form and corresponding fees to the local Monroe County FDEP South District Branch Office for the KWCH property (Notification Fee of $1,000.00).

2. Provide a copy of all applicable "Pre-Job" submittals including, but not limited to the following; copies of ADS's State of Florida Asbestos Abatement Contractor license, insurance certificates, EPA AHERA Asbestos Supervisor and Worker training certifications, and copies of OSHA-required surveillance/personnel clearances, respirator training, and fit testing documentation.

3.Removal Friable Asbestos-Containing Materials in crawlspace of Building B.Special precautions provided throughout the crawlspace to expose the entire crawlspace to ensure all asbestos that was uncovered,as well as use of water to wet the asbestos materials down to prevent dust and fiber release followed by the supply and installation of 6-mil polyethylene sheeting to temporarily cover the asbestos until it could be properly abated. 8 men for 96 hours. (96 @ $45.00/hour = $4,320.00)

4.Nonfriable Asbestos-Containing Materials in crawlspace of Building A. Special precautions including manual removal of the existing wood floor joists throughout the crawlspace to expose the designated areas of crawlspace to ensure all asbestos was uncovered, as well as use of water to wet the asbestos materials down to prevent dust and fiber release on May 21-22, 2015) 8 men for 8 hours. (64 @ $45.00/hour = $2,880.00)

5.Mobilize and demobilize to and from the subject project site with all required materials and equipment to comple complete the following additional scope of work (emergency asbestos abatement). This includes four (4) men for four (4) hours each to load/unload the truck with all materials and equipment and eight (8) hours each to load/unload the truck with all materials and equipment and eight (8) hours each for travel to and from the project for a total of 96 man hours plus truck and fuel for $875.00. (96 @ $45.00/hour = $4,320.00 plus $875.00 = $5,195.00).

6.Install a regulated asbestos abatement area consisting of "Asbestos Warning" signage, two (2) layers of 6 mil polyethylene sheeting and temporary framing sealed with duct tape, as required to create temporary walls and a ceiling, as applicable, negative air machines, along with an attached three-stage personnel and and equipment decontamination unit located in the crawlspace area of Building B on May 23, 2015. Remove, double-bag, label, and load-out for disposal of approximately 2,200 square feet of existing friable asbestos containing "air cell" pipe insulation and associated asbestos-contaminated soil located within the south side of the Building B crawlspace On May 24, 2015. Remove, double-bag, label, and load-out for disposal of approximately 5,400 square feet of existing Category 1 nonfriable asbestos-containing 9" x 9" vinyl floor tile debris and associated asbestos-contaminated soil located within the south side of the Building A crawlspace on May 24, 2015. This includes five (5) men for a total of 14.5 hours each for a total of approximately

145 man hours of premium time (overtime).(72.5 @ $60.00/hour = $4,350.00)

7. Burke will supply independent third party independent survey, bulk sampling, Polarized Light Microscopy (PLM) lab analysis, ambient sampling and final visual inspections and asbestos clearance air monitoring using Phase Contrast Microscopy (PCM) lab analysis by EE&G.

8. ADS,Services will cordinate with EE&G.

9. Following receipt of successful Final Air Testing results from EE&G, tear down and remove existing containment area in Building B and bag up all materials on May 26, 2015. This includes four (4) men for a total of 4 hours each for a total of 16 man hours. (16 @ $45.00/hour = $720.00)

10. Supply 40 cubic yard enclosed dumpster along with transportation, disposal and manifesting of existing friable and Category 1 nonfriable asbestos-containing materials located in Buildings A and B by Waste Management. ($2,677.91 x 15%@ $3,079.59).

Licensing:

ADS Services, Inc. is a State of Florida licensed Asbestos Contractor (CJCO56716), and State of Florida Licensed Building Contractor (CBC015628).

The original Contract Sum was	$	236,800.00
The net change by previously authorized Change Order is	$	7,255.00
The Contract Sum prior to this Change Order was	$	244,055.00
The Contract Sum will be increased/decreased by this Change Order in the amount of		$21,544.59
The new Contract Sum including this Change Order will be	$	265,599.59
The Contract Time will be decreased by		0
The date of Substantial Completion as of this Change Order therefore is		0

Not valid until signed by all parties below.

	ADS Services, Inc.	**BURKE CONSTRUCTION GROUP, INC.**
ARCHITECT	SUBCONTRACTOR	CONTRACTOR
	5451 N. 59th Street	3210 Flagler Avenue
ADDRESS	ADDRESS	ADDRESS
	Tampa, Florida 33610	Key West, Florida 33040
BY *(Signature)*	BY *(Signature)*	BY *(Signature)*
		David J. Hahn
(Typed Name)	*(Typed Name)*	*(Typed Name)*
DATE	DATE	DATE

EE&G

EE&G Environmental Services, LLC
5751 Miami Lakes Drive
Miami Lakes, Florida 33014
305-374-8300

June 11, 2015
Project No: 2015-2323.IH Invoice
No: 604137
Due Date: July 11, 2015
Project Manager Richard Grupenhoff

David Hahn
Burke Construction Group, Inc.
10145 NW 19th Street
Doral, FL 33172

Project 2015-2323.IH Glynn Archer Key West City Hall - 1300 White Street, Key West, FL

Professional Services from May 01, 2015 to May 31, 2015

Phase SURV ACMSURV - Asbestos Survey
B Crawlspace

Professional Personnel

		Hours	Rate	Amount	
Senior Project Professional					
Grupenhoff, Richard		1.50	95.00	142.50	
Industrial Hygiene Technician					
Garcia, Reynaldo		10.00	65.00	650.00	
	Totals	11.50		792.50	
	Total Labor				**792.50**
Consultants					
Sub - Labs					
5/19/2015	EMSL Analytical, Inc.	5/18/15 561501965 (37) PLM Asbestos		599.40	
	Total Consultants		**1.15 times**	**599.40**	**689.31**
Reimbursable Expenses					
Travel - Transportation					
5/15/2015	Ray Garcia	Mileage - 266 miles @ .45		119.70	
	Total Reimbursables		**1.15 times**	**119.70**	**137.66**
			Total this Phase		**$1,619.47**

Phase PCMF PCMF - PCM Final
B Crawlspace

Professional Personnel

		Hours	Rate	Amount	
Senior Project Professional					
Grupenhoff, Richard		1.50	95.00	142.50	
Environmental Technician					
Nemser, Sean		11.00	57.00	627.00	
Administrative Assistant					
Maldonado, Barbara		.50	40.00	20.00	
	Totals	13.00		789.50	
	Total Labor				**789.50**
Reimbursable Expenses					
Travel - Transportation					
5/26/2015	Nemser, Sean			154.80	
	Total Reimbursables		**1.15 times**	**154.80**	**178.02**
			Total this Phase		**$967.52**
			Total this Invoice		**$2,586.99**

EE&G
AIR SAMPLE ANALYSIS REPORT

PREPARED FOR: BURKE CONSTRUCTION GROUP, INC.
ATTN: ANTHONY BURKE
10145 NW 19 STREET
DORAL, FL 33172
(305) 468-6604; FAX (305) 468-6654

PREPARED BY: EE&G ENVIRONMENTAL SERVICES, LLC
5751 MIAMI LAKES DRIVE
MIAMI LAKES, FL 33014
(305) 374-8300; FAX (305) 374-9004

TEST TYPE : PREP

PROJECT : GLYNN ARCHER KEY WEST CITY HALL
LOCATION : BUILDING B

RECEIVED : 5/26/2015
RECEIVED BY : RDG

SAMPLED BY : SN

Material Being Removed : PIPE INSULATION
Respiratory Protection : 1/2 FACE

PROJECT NUMBER: 2015-2323

ID#	ANA	SAMPLE NUMBER	DATE SAMPLED	LOCATION DESCRIPTION	VOLUME (Liters)	DURATION (Minutes)	FLOW (L/Min)	# OF FIBERS	# OF FIELDS	CONCENTRATION (Fibers/cc)
01A	SN	1	5/26/2015	WEST	600	30	20.0	2.0	100	< 0.008
02A	SN	2	5/26/2015	WEST CENTER	600	30	20.0	3.0	100	< 0.008
03A	SN	3	5/26/2015	CENTER	600	30	20.0	1.0	100	< 0.008
04A	SN	4	5/26/2015	EAST CENTER	600	30	20.0	0.0	100	< 0.008
05A	SN	5	5/26/2015	EAST	600	30	20.0	1.0	100	< 0.008
06A	SN	6	5/26/2015	BLANK	0	0	0.0	0.0	100	0.000
07A	SN	7	5/26/2015	BLANK	0	0	0.0	0.0	100	0.000

QC ACCEPTABLE
MAY 29 2015
QC OFFICER

Quality Control Officer

EE&G, LLC's liability, if any, for the results indicated herein is specificallylimited to the cost of this report, all warranties whether expressed or implied being disclaimed.

ABBREVIATIONS: ANA = Analyst; ID# = Sample ID

METHODS: All air sample preparations and laboratory analyses were carried out following NIOSH Method 7400 (Phase Contrast Microscopy).

OrderID: 561501965

REPORT TO: RGRUPENHOFF@ eeandg.co

EE&G

EE&G Environmental Services, LLC
5751 Miami Lakes Drive
Miami Lakes, Florida 33014

561501965

BULK TRANSMITTAL FORM
CHAIN OF CUSTODY

CLIENT: ADS

CLIENT CONTACT:

DATE COLLECTED: 5-15-15

DATE SENT: 5-15-15

STOP AT FIRST POSITIVE: Y N (circle one)

PROJECT: KW CITY HALL

PROJECT NUMBER: 15-2323

BILL GROUP/PHASE: 1H/ SURV

DATE VERBAL NEEDED: 6 HR

DATE WRITTEN NEEDED: 6 HR

SAMPLE PREFIX

	SAMPLE NUMBER	COLOR	SAMPLE DESCRIPTION	SAMPLE LOCATION
1.	1	GRAY	AIR CEL PIPE INS.	B WING (W)
2.	2	↓	↓	↓ (E)
3.	3	↓	↓	↓ (E)
4.	4	BROWN	PAPER	↓ (S)
5.	5	↓	↓	↓ (N)
6.	6	↓	WIRING	↓ (S)
7.	7	GRAY/BROWN	PLASTER	B WING
8.	8	↓	↓	A WING
9.	9	GRAY	PLASTIC	B WING
10.	10	BLACK	ROOF MEMBRANE	↓
11.	11	GREEN	VFT / MASTIC	A WING (N)
12.	12	↓	↓	B WING (E)
13.	13	↓	↓	↓ (W)
14.	14	RED	↓	AUDITORIUM
15.	15	BEIGE	↓	A WING (NE)
16.	16	L BROWN	↓	↓ (SE)
17.	17	D. BROWN	↓	↓ (SW)
18.	18	L. GREEN	↓	↓ (SW)
19.	19	KHAKI	↓ LAYERED	↓ (SW)
20.	20	BROWN/BEIGE	VFT	↓ (SE)

CHAIN OF CUSTODY:

DATE/TIME	PRINT NAME/SIGNATURE	PURPOSE
5-15-15	REY [signature]	C T A
5-15-15	FEDEX	C T A
05/18/15 @ 10:20 AM	AL-GAMISI-FED EX 8082 0025 6901	C T A

C= Collection T= Transportation A= Analysis

EE&G
AIR SAMPLE ANALYSIS REPORT

PREPARED FOR: BURKE CONSTRUCTION GROUP, INC.
ATTN: ANTHONY BURKE
10145 NW 19 STREET
DORAL, FL 33172
(305) 468-6604; FAX (305) 468-6654

PREPARED BY: EE&G ENVIRONMENTAL SERVICES, LLC
5751 MIAMI LAKES DRIVE
MIAMI LAKES, FL 33014
(305) 374-8300; FAX (305) 374-9004

TEST TYPE : PREP

PROJECT : GLYNN ARCHER KEY WEST CITY HALL
LOCATION : BUILDING B

RECEIVED : 5/26/2015
RECEIVED BY : RDG

SAMPLED BY : SN

Material Being Removed : PIPE INSULATION
Respiratory Protection : 1/2 FACE

PROJECT NUMBER: 2015-2323

ID#	ANA	SAMPLE NUMBER	DATE SAMPLED	LOCATION DESCRIPTION	VOLUME (Liters)	DURATION (Minutes)	FLOW (L/Min)	# OF FIBERS	# OF FIELDS	CONCENTRATION (Fibers/cc)
01A	SN	1	5/26/2015	WEST	600	30	20.0	2.0	100	< 0.008
02A	SN	2	5/26/2015	WEST CENTER	600	30	20.0	3.0	100	< 0.008
03A	SN	3	5/26/2015	CENTER	600	30	20.0	1.0	100	< 0.008
04A	SN	4	5/26/2015	EAST CENTER	600	30	20.0	0.0	100	< 0.008
05A	SN	5	5/26/2015	EAST	600	30	20.0	1.0	100	< 0.008
06A	SN	6	5/26/2015	BLANK	0	0	0.0	0.0	100	0.000
07A	SN	7	5/26/2015	BLANK	0	0	0.0	0.0	100	0.000

QC ACCEPTABLE
MAY 29 2015
QA/QC OFFICER

Quality Control Officer

EE&G, LLC's liability, if any, for the results indicated herein is specificallylimited to the cost of this report, all warranties whether expressed or implied being disclaimed.

ABBREVIATIONS: ANA = Analyst; ID# = Sample ID

METHODS: All air sample preparations and laboratory analyses were carried out following NIOSH Method 7400 (Phase Contrast Microscopy).

EE&G
5751 Miami Lakes Drive
Miami Lakes, Florida 33014
(305) 374-8300 ◊ (305) 374-1666 Fax

DATE: 5/26/15	CLIENT: Sunbelt construction group	PROJECT: glynn archer P/N: 15-2323	WORK AREA LOCATION(S): Building B
TEST TYPE(S): PCM final		FILTER TYPE: PCM TEM / 25mm 37mm / MCE PC	MEANS OF PUMP CALIBRATION: photo RESPIRATOR TYPE: PAPR / 1/2 FACE TYPE "C" / FULL FACE NONE

SAMPLE#	SAMPLE DESCRIPTION/ LOCATION	CREW WORK ACTIVITY	PUMP #	TIME (IN MIN) ON/OFF TIME	24 HOUR CLOCK TOTAL MINUTES	FLOW START FLOW	RATE STOP FLOW	(L/MIN) AVG FLOW	TOTAL AIR VOLUME (LITERS)	FIBER # OF FIBERS	COUNT # OF FIELDS	INFO CONCENTRATION (FIB/CC)	8HR TWA (FIB/CC)
1	west	Apeinsol		N 30-1100	30	20	20	20	606	2	100		
2	west center	↓		↓	↓	↓	↓	↓	↓	3	100		
3	center	↓		↓	↓	↓	↓	↓	↓	1	100		
4	East center	↓		↓	↓	↓	↓	↓	↓	0	100		
5	East	↓		↓	↓	↓	↓	↓	↓	1	100		
6-B	Blank	-	-	-	-	-	-	-	-	0	100		
7-B	Blank	-	-	-	-	-	-	-	-	0	100		

CHAIN OF CUSTODY:

NAME & AFFILIATION	DATE/TIME	PURPOSE
[illegible]	5/26/15	COLLECTION
[illegible]	5/26/15	TRANSPORT
[illegible]	5/26/15	ANALYSIS

CASSETTE LOT#

RESULTS NEEDED BY_____, CONTACT_____

AT PHONE/BEEPER#

OrderID: 561501965

561501965

EE&G **CONTINUATION OF BULK TRANSMITTAL FORM CHAIN OF CUSTODY**

Page 2 of 2

PROJECT NUMBER: 15-2323

SAMPLE PREFIX _____

BILL GROUP/PHASE: 1H / SURV

	SAMPLE NUMBER	COLOR	SAMPLE DESCRIPTION	SAMPLE LOCATION
21.	21	ORANGE	VFT / ADH	A WING
22.	22	BLUE	CERAMIC TILE / ADH	↓
23.	23	↓	VFT	↓
24.				
25.				
26.				
27.				
28.				
29.				
30.				
31.				
32.				
33.				
34.				
35.				
36.				
37.				
38.				
39.				
40.				
41.				
42.				
43.				
44.				
45.				
46.				
47.				
48.				
49.				
50.				
51.				
52.				
53.				
54.				
55.				

CHAIN OF CUSTODY:

DATE/TIME	PRINT NAME/SIGNATURE	PURPOSE
5-15-15	Rey [signature]	C T A
5-15-15	FERCA	C T A
05/18/15 @ 10:20 AM	AZ-EMSL-Fed Ex 8082 0025 6901	C T A

C= Collection T= Transportation A= Analysis

EE&G 5751 Miami Lakes Drive
Miami Lakes, Florida 33014
(305) 374-8300 ; (305) 374-1666 Fax

DATE: 5/26/15	CLIENT: Sunne construction group	PROJECT: Glynn Archer P/N: 15-2020	WORK AREA LOCATION(S): Building B
TEST TYPE(S): PCM Final		FILTER TYPE: PCM TEM 25mm 37mm MCE PC	MEANS OF PUMP CALIBRATION: pato RESPIRATOR TYPE: 1/2 FACE FULL FACE PAPR TYPE "C" NONE

SAMPLE#	SAMPLE DESCRIPTION/ LOCATION	CREW WORK ACTIVITY	PUMP #	TIME (IN MIN) ON/OFF TIME	24 HOUR CLOCK TOTAL MINUTES	FLOW START FLOW	RATE STOP FLOW	(L/MIN) AVG FLOW	TOTAL AIR VOLUME (LITERS)	FIBER # OF FIBERS	COUNT # OF FIELDS	INFO CONCENTRATION (FIB/CC)	SHR TWA (FIB/CC)
1	west	Painting		1030-1100	30	20	20	20	606	2	100		
2	Wisconsin	↓		↓	↓	↓	↓	↓	↓	3	100		
3	center									1	100		
4	Eastcenter									0	100		
5	East									1	100		
6-B	Blank	-	-	-	-	-	-	-	-	0	100		
7-B	Blank	-	-	-	-	-	-	-	-	0	100		

CHAIN OF CUSTODY:

NAME & AFFILIATION	DATE/TIME	PURPOSE
	5/26/15	COLLECTION
	5/26/15	TRANSPORT
	5/26/15	ANALYSIS

CASSETTE LOT#

RESULTS NEEDED BY_____, **CONTACT**_____

AT PHONE/BEEPER#

Billing Backup

Thursday, June 11, 2015
10:47:27 AM

06 EE&G Environmental Services, LLC Invoice 604137 Dated 6/11/2015

Project 2015-2323.IH Glynn Archer Key West City Hall - 1300 White Street, Key West, FL

Phase SURV ACMSURV - Asbestos Survey

Professional Personnel

			Hours	Rate	Amount	
Senior Project Professional						
Senior Project Professional						
GRU01E	118 - Grupenhoff, Richard	5/18/2015	.50	95.00	47.50	
	pm crawlspace					
GRU01E	118 - Grupenhoff, Richard	5/19/2015	.50	95.00	47.50	
	crawlspace A&B pm					
GRU01E	118 - Grupenhoff, Richard	5/20/2015	.50	95.00	47.50	
	pm A&B crwalspace and notice					
Industrial Hygiene Technician						
Industrial Hygiene Technician						
GAR19E	57 - Garcia, Reynaldo	5/15/2015	3.00	65.00	195.00	
	Survey					
GAR19E	57 - Garcia, Reynaldo	5/15/2015	7.00	65.00	455.00	
	Commute back from Keys					
	Totals		11.50		792.50	
	Total Labor					**792.50**

Consultants

Sub - Labs						
AP 145241	5/19/2015	EMSL Analytical, Inc. / 5/18/15 561501965 (37) PLM Asbestos			599.40	
	Total Consultants			**1.15 times**	**599.40**	**689.31**

Reimbursable Expenses

Travel - Transportation						
JE 0005-15-2015	5/15/2015	Ray Garcia / Mileage - 266 miles @ .45			119.70	
	Total Reimbursables			**1.15 times**	**119.70**	**137.66**

Total this Phase **$1,619.47**

Phase PCMF PCMF - PCM Final

Professional Personnel

			Hours	Rate	Amount
Senior Project Professional					
Senior Project Professional					
GRU01E	118 - Grupenhoff, Richard	5/26/2015	1.00	95.00	95.00
	data and emails				
GRU01E	118 - Grupenhoff, Richard	5/27/2015	.25	95.00	23.75
GRU01E	118 - Grupenhoff, Richard	5/29/2015	.25	95.00	23.75
	DATA sheets				
Environmental Technician					
Environmental Technician					
NEM01E	38 - Nemser, Sean	5/26/2015	3.00	57.00	171.00
	B CRawl PCM final and analysis				
NEM01E	38 - Nemser, Sean	5/26/2015	8.00	57.00	456.00
	travel				

Administrative Assistant

Administrative Assistant

MAL01E	1 - Maldonado, Barbara	5/27/2015	.50	40.00	20.00	
	Totals		13.00		789.50	
	Total Labor					**789.50**

Reimbursable Expenses

Travel - Transportation

EX	000000006645	5/26/2015	Nemser, Sean / 344.00 miles @ 0.45		154.80	
	Total Reimbursables			**1.15 times**	**154.80**	**178.02**

Total this Phase	**$967.52**
Total this Project	**$2,586.99**
Total this Report	**$2,586.99**

MEDLEY LANDFILL

9350 N.W. 89th Avenue
Medley, Florida 33178

Site Code:Medley Landfill
Transaction # 4638992 Acct: 1009

		IN	OUT	DIR:	I
Acct: WASTE MANAGEMENT - DADE CO	DATE	06/23/15	06/23/15	MIN:	0
Truck: 56625 Trailer:	TIME	10:00	10:00	SITE: ME	
Fleet ID: 411262	ID	YPR	YPR		

Transaction Type:120 - Ask Rate
Payment:1 - Charge

Payment Type:
Vehicle Type:5 - Container (40 - + cy)
Origin Type:15 - Private
Destination Type: 61 - Medley Landfill
Material Type: 98 - Medley Asbestos IN
Rate: $0.00/tn
Cubic Yards: 0
Route/Book: Voucher #:

GROSS	40000	20.00	MAN WT
TARE	34600	17.30	MAN WT
NET	5400	2.70	

Tip Fee:	0.00
Spec Fee:	0.00
Transfer Fee:	0.00
TOTAL FEE:	0

NOTE:ADS SERV 404803FL ASB FRIAVBLE

9999 - Default Driver

Default Driver
DRIVER'S SIGNATURE
CUSTOMER'S NAME

WM 205-Medley

WM WASTE MANAGEMENT

NON-HAZARDOUS WASTE MANIFEST

If waste is asbestos waste, complete all Sections.
If waste is NOT asbestos waste, complete only Sections 1, 2, 3, 4 and 5.

Manifest No. _____

SECTION 1 — GENERATOR INFORMATION (generator to complete)

a) Generator's Name: [illegible]

b) Generator's Address: 5451 N [illegible] St [illegible]

c) Generator's Representative: [illegible]

d) Telephone Number: ([illegible]) [illegible]

e) WASTE MANAGEMENT APPROVAL CODE

f) Common Name of Waste: [illegible]

g) Description of Waste: [illegible]

h) Disposal Volume: 40

____ Tons ✓ Cubic Yards ____ Other ____

i) Number of Containers: 1

j) Generating Location (Name): [illegible]

k) Address: [illegible]

l) Telephone Number: ([illegible]) [illegible]

m) Asbestos ONLY - [X] Friable; [ ] Both; ____ % friable ____ % non-friable [ ] Non-friable; [ ] N/A

n) Type of Containers:

TYPE OF CONTAINERS
TR - TRUCK
DM - METAL DRUM
DP - PLASTIC DRUM
BA - BAG
BB - 6 MIL. PLASTIC BAG
BC - 12 MIL. PLASTIC BAG

o) I hereby warrant that the above named material is the same material as represented on the Special Waste Disposal Application identified by the above Waste Management Code and such material was delivered to the transporter on the shipment date referenced below.

Ron Gage — Generator's Authorized Agent Name (print/type)
[signature] — Signature of Generator's Authorized Agent
Shipment Date

SECTION 2 — TRANSPORTER 1

a) Transporter's Name: Waste Management

b) Transporter's Address: [illegible]

c) Telephone Number: (305) [illegible]

d) Vehicle License No./State:

e) Trailer or Container No.:

f) Name of Driver (print/type)

g) I hereby warrant that the above named and described material was received from the generator on the date of receipt referenced below.

[signature] — Signature of Driver
6/18/15 — Date of Receipt

h) I hereby warrant that the above named and described material was delivered without incident or contamination on the date of delivery referenced below.

Signature of Driver
Date of Delivery

SECTION 3 — TRANSFER FACILITY - (Complete if applicable)

a) Transfer Facility's Name:

b) Transfer Facility's Address:

c) Telephone Number: ( )

d) Vehicle License No./State:

e) Trailer or Container No.:

f) Name of Transfer Facility's Authorized Agent (print/type)

g) I hereby warrant that the above named and described material was received from the transporter on the date of receipt referenced below.

Signature of Transfer Facility's Authorized Agent
Date of Receipt

h) I hereby warrant that the above named and described material was delivered to the transporter without incident or contamination on the date of delivery referenced below.

Signature of Transfer Facility's Authorized Agent
Date of Delivery

SECTION 4 — TRANSPORTER 2 - (Complete if applicable)

a) Transporter's Name:

b) Transporter's Address:

c) Telephone Number: ( )

d) Vehicle License No./State:

e) Trailer or Container No.:

f) Name of Driver (print/type)

g) I hereby warrant that the above named and described material was received on the date of receipt referenced below.

Signature of Driver
Date of Receipt

h) I hereby warrant that the above named and described material was delivered on the delivery date referenced below.

Signature of Driver
Date of Delivery

SECTION 5 — DESTINATION (Disposal Facility)

a) Disposal Facility's Name: [illegible]

b) Physical Address: [illegible]

c) Telephone Number: ( ) [illegible]

d) Mailing Address: same

e) Name of Disposal Facility's Authorized Agent (print/type)

f) The material delivered by the Transporter has been received at the Disposal Facility.

Signature of Disposal Facility's Authorized Agent
Date of Receipt

g) The material delivered by the Transporter has been rejected for disposal at the Disposal Facility.

Signature of Disposal Facility's Authorized Agent
Date of Rejection

Signature of Driver
Date of Rejection

SECTION 6 — ASBESTOS (operator to complete)

"Operator" is defined as the company which owns, leases, operates, controls, or supervises the facility being demolished or renovated, or the demolition or renovation operation or both.

a) Operator's Name:

c) Telephone Number: ( )

b) Operator's Address:

d) Recommended special handling instructions and additional information:

e) Operator's Certification: I hereby warrant and declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and domestic law, regulations, ordinances, orders, rules and/or standards.

[illegible] — Operator's Name (print/type)
[signature] — Signature of Operator's Authorized Agent
6/23/15 — Date

f) Responsible Agency Name and Address:

REQUEST FOR CHANGE ORDER

☑ OWNER
☑ ARCHITECT
☑ CONTRACTOR
☑ FIELD
☐ SUBCONTRACTOR

BURKE Construction Group Inc.

PROJECT: **KEY WEST CITY HALL - GLYNN ARCHER**
1300 White Street
Key West, Florida 33040

REQUEST FOR CHANGE ORDER NO.: **016**

REQUEST FOR CHANGE ORDER DATE: **11/27/2015**

PROJECTS NO.: **1415**

CONTRACTOR: **Burke Construction Group, Inc.**
3210 Flagler Avenue
Key West, FL 33040

DATE OF CONTRACT: 12/19/2014

Cementous Crack Repairs Auditorium Walls

The Contract is changed as follows:

The Contractor will provide all the Labor, materials, and equipment to complete approximately 540 Lineal Feet of Crack Repairs in the Auditorium walls. The cracks will be cleaned of loose debris and prepared for the application of Mapei repair mortar. Surfaces will be finished to the existing surface texture to match interior masonry surface and the exterior will be slightly recessed to allow for Historic Stucco finish to be applied. Approx.. $23.715 per lineal foot. Max.540 ft.

Please see attached directive.

OK.

NEED TO VERIFY THAT WORK IMPACTED THE CRITICAL PATH.

1.13.16

TIME ALLOWED - IMPACTED PRESTRESS PLANK INSTALL

1.18.16

Subtotals	$	12,806.12
Contractor Fee: 10%		1280.61
Contractor OH: 2.5%		320.15
GL Insurance: 1%		128.06
Bond : 1%		128.06
TOTAL RCO:	**$**	**14,663.01**
CONTRACT TIME INCREASE / (DECREASE):		**7**

Burke Construction Group, Inc.
CONTRACTOR
3210 Flagler Avenue
ADDRESS
Key West, FL 33040

BY *(Signature)*
David J Hahn, Project Manager
(Typed Name)

DATE 11/27/2015

Reservations: This proposal is based solely on the usual cost elements such as labor material and normal markups, and does not include any amount for additional changes in the sequence of work, delays, disruptions, rescheduling, lost productivity, extended or unabsorbed overhead, overtime, acceleration and or impact costs, unless specifically stated. The right is expressly reserved to amend and make claim for any and all of these related items prior to final settlement of this contract.

Bender & Associates
ARCHITECTS P.A.

May 18, 2015

Mr. David Hahn, Project Manager
3210 Flagler Avenue
Key West, Florida 33040

RE: KWCH, Epoxy of Cracks at Auditorium

Dear David,

This letter is written at your request and will clarify crack repair requirements at the auditorium.

On or about March 26, 2015, Mark Keister and I inspected the work in progress at the Key West City Hall. We noted some cracking in the auditorium walls. Mark issued a field report recommending that these cracks be sealed with epoxy. You submitted a request for compensation which was substantial. Due to the expense, I spoke with Mark about options. Our findings are summarized as follows.

The building has a new steel structural system that supports the loads. The historic concrete walls do not support structural loads. The purpose of the epoxy was to seal the cracks. This can be accomplished using mortar or the Mapei repair mortar system.

Because the purpose is weatherproofing only, the extra strength provided by the epoxy is not needed and therefore, the additional cost of the epoxy cannot be justified.

Mark is copied. You may contact him directly if you want to confirm the above.

Thank you for bringing your concerns to my attention.

Sincerely,

Bert L. Bender, Architect

BLB/ddk

CC: Mark Keiser
Kreed Howell
James Bouquet
Javier Torres

410 Angela Street
Key West, Florida 33040
Telephone (305) 296-1347
Facsimile (305) 296-2727
Florida License AAC002022
www.BenderArchitects.com

ATLANTIC ENGINEERING SERVICES
6501 Arlington Expressway
Building B, Suite 201
JACKSONVILLE, FLORIDA 32211-5795

PHONE (904) 743-4633

DATE 3/26/15	JOB NO. 317-2015
PROJECT Key West City Hall @ Glynn Archer	
LOCATION Key West, Florida	
CONTRACTOR Burke Construction	OWNER City of Key West, Florida
WEATHER Partly Cloudy.	TEMP. 85 °at 1:30 AM PM
PRESENT AT SITE Mario Martinez, David Martinez, David Hahn, Don Gage, Javier Torres, Bert Bender, David Salay, Reed Howell, Mark Keister	

TO Bender & Associates

THE FOLLOWING WAS NOTED:

> Demolition is complete in the auditorium with removal of floor finishes in wings A and B nearly complete. Wall finishes and ceiling finishes are removed from the wood walls, second floor and roof.

The concrete wall cracks were reviewed at the three cracks at window lintels in the auditorium and the two cracks at window lintels in wing A (above the south stair window and above the south exterior door). These cracks need to be cleaned of loose concrete and injected with epoxy. The wall cracks in the remainder of building A in the solid wall portions of the wall should be ~~cleaning~~ cleaned of loose concrete and filled with a non-shrink repair mortar.

H.W. KEISTER ASSOCIATES, INC. DBA ATLANTIC ENGINEERING SERVICES
COPIES TO

FIELD REPORT

SIGNED

Hydro-Proof Systems Inc.

Painting and Waterproofing

Proposal (Cementitious Crack Repairs)

Proposal submitted to: Burke Construction Group

Attention: David Hahn

Date: October 14, 2015 | **Fax:**

Street: 10145 NW 19 Street, | **Cell: 561-255-9995**

City, State, Zip: Doral, Florida 33172 | **Email:** rsandoval@bcgconstruction.net

Office phone: 305-468-6604

Job name: Key West City Hall | **Job address:** City of Key West, Florida

We hereby submit this proposal for: Crack repair with Mapei Planitop XS

We propose to perform the work as follows:

1. **NATURE OF WORK:** Hydro-proof Systems Inc. shall furnish the labor, equipment and materials necessary to perform the construction work described herein or in the referenced contract documents. Hydro-proof Systems Inc. does not provide engineering, consulting or architectural services. It is the Owner's responsibility to retain a licensed architect or engineer to determine proper design and code compliance. Hydro-proof Systems Inc. assumes no responsibility for structural integrity, compliance with building codes, or design. If plans, specifications or other design documents have been furnished to Hydro-proof Systems Inc., Customer warrants that they are sufficient and conform to all applicable laws and building codes. Hydro-proof Systems Inc. is not responsible for any loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by Hydro-proof Systems Inc. from the contract documents. .

2. **SPECIFICATIONS:**

SCOPE OF WORK

1. We propose to perform the structural crack repairs to the areas identified during the job site visit on 4.3.2015.
2. The cracks on the interior and exterior will be routered with a square crack chaser to create a surface for which the repair material will adhere.
3. After the routing is complete the excess dust will be blown or brushed off the surfaces to be treated.
4. Once preparation has been completed, the grooves will be filled with Mapei Planitop XS structural repair mortar.
5. The finish surface of the repair will be smooth. Any attempt to match existing stucco finish is to be by others.

6. The interior of the building will be accessed with ladders from first and second floors.

24700 SW 152 Ave, Homestead, Florida 33032
Ph. 786-295-3107 www.hydro-proofsystems.com

Hydro-Proof Systems Inc.

Painting and Waterproofing

7. **The exterior of the building will be accessed with either ladders or high reach equipment.**
8. **Hydro-Proof Systems Inc. will dispose of all its related debris in a container provided by Burke Construction.**
9. **All products specified will be installed as per manufacturer's recommended method of installation.**
10. **This proposal covers up to 540 lineal feet of wall cracks.**

Exclusions:

1. Mechanical, electrical, plumbing, asbestos abatement or any other work not specifically noted above in exhibit.
2. Cost of permit is not included in proposal.

The total for crack preparation, repair, equipment, manpower and supervision as stated above is: **$12,806.12**

Note: This system does not carry a warranty against future cracking at the repaired locations and is to serve as a preventative to keep moisture out of the existing cracks, and a base for decorative stucco overlay.

Authorized Signature:

Note: This proposal may be withdrawn by us if not accepted within: 30 days

Francisco O. Gonzalez

All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be performed on a time and material basis up to $500.00 upon which a written change order will be executed and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Interest on all unpaid balances past 30 days. Our workers are fully covered by Workmen's Compensation Insurance. Any warranty service will only be performed during normal working hours, Mon-Fri between 8:00 a.m. – 4:30 p.m.

Acceptance of Proposal: The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date of Acceptance: _____

24700 SW 152 Ave, Homestead, Florida 33032
Ph. 786-295-3107 www.hydro-proofsystems.com

REQUEST FOR CHANGE ORDER

☑ OWNER
☑ ARCHITECT
☑ CONTRACTOR
☑ FIELD
☐ SUBCONTRACTOR

BURKE Construction Group Inc.

PROJECT: **KEY WEST CITY HALL - GLYNN ARCHER**
1300 White Street
Key West, Florida 33040

REQUEST FOR CHANGE ORDER NO.: 017

REQUEST FOR CHANGE ORDER DATE: 11/27/2015

PROJECTS NO.: 1415

CONTRACTOR: **Burke Construction Group, Inc.**
3210 Flagler Avenue
Key West, FL 33040

DATE OF CONTRACT: 12/19/2014

The Contract is changed as follows:

PLUMBING: Terminate & Install Clean-outs at Gym property line (2) 4" Sanitary Waste Lines in Parking Lot

Contractor will provide all equipment and labor to locate, terminate, and install Schedule 40 PVC Cleanouts for the two hidden sanitary sewer laterials in the packing area. Termination will be at the property line at the rear of the Gym.

COST ALLOWABLE'
TIME DENIED
1.18.2016
No Time

Subtotals	$	2,172.00
Contractor Fee: 10%		217.20
Contractor OH: 2.5%		54.30
GL Insurance: 1%		21.72
Bond : 1%		21.72
TOTAL RCO:	**$**	**2,486.94**

CONTRACT TIME INCREASE / (DECREASE): 1

Burke Construction Group, Inc.
CONTRACTOR
3210 Flagler Avenue
ADDRESS
Key West, FL 33040

Reservations: This proposal is based solely on the usual cost elements such as labor material and normal markups, and does not include any amount for additional changes in the sequence of work, delays, disruptions, rescheduling, lost productivity, extended or unabsorbed overhead, overtime, acceleration and or impact costs, unless specifically stated. The right is expressly reserved to amend and make claim for any and all of these related items prior to final settlement of this contract.

BY *(Signature)*
David J Hahn, Project Manager
(Typed Name)

DATE 11/27/2015

David Hahn

From: Priscilla Ceja <Priscilla@clkp.com>
Sent: Wednesday, November 25, 2015 1:52 PM
To: David Hahn
Cc: Felix Aguiar
Subject: Sewer Lines for Gym

Dave,

In order to locate the 4" lines, we will need to excavate with a machine and laborers. We will allot 1 full day for this. A plumber and helper will then cap off the lines. We will allot half a day for this. With materials, tax and labor, the total cost for this is $2,172.00.

Regards,

Priscilla Ceja | Certified Lower Keys Plumbing Inc. | O: 305-296-5959 | F: 305-294-2462
1014 White Street Key West, FL 33040 | priscilla@clkp.com | www.clkp.com

REQUEST FOR CHANGE ORDER

☑ OWNER
☑ ARCHITECT
☑ CONTRACTOR
☑ FIELD
☐ SUBCONTRACTOR

BURKE Construction Group Inc.

PROJECT: **KEY WEST CITY HALL - GLYNN ARCHER**
1300 White Street
Key West, Florida 33040

REQUEST FOR CHANGE ORDER NO.: **018**

REQUEST FOR CHANGE ORDER DATE: **11/27/2015**

PROJECTS NO.: **1415**

CONTRACTOR: **Burke Construction Group, Inc.**
3210 Flagler Avenue
Key West, FL 33040

DATE OF CONTRACT: 12/19/2014

Application of Liquid Window & Door Flashing

The Contract is changed as follows: **Unforeseen Conditions not in Spec's or on the Plans**

Contractor will provide all equipment, materials, and labor to apply Shewin-Williams SherCrete Flexible Concrete/masonry Waterproofer, liquid flashing as directed by the Building Offical to all window and door jambs, sills, and headers.

See attached. Labor $4500.00

Materials $1063.31

Subtotal: $5563.31

OK-
ADDED WEATHERPROOFING,
WINDOW INSTALL IMPACTS CRITICAL PATH.
TIME ALLOWED

1.13.16

Subtotals	$	5,563.31
Contractor Fee: 10%		556.33
Contractor OH: 2.5%		139.08
GL Insurance: 1%		55.63
Bond : 1%		55.63
TOTAL RCO:	**$**	**6,369.99**
CONTRACT TIME INCREASE / (DECREASE):		**3**

Burke Construction Group, Inc.
CONTRACTOR
3210 Flagler Avenue
ADDRESS
Key West, FL 33040

Reservations: This proposal is based solely on the usual cost elements such as labor material and normal markups, and does not include any amount for additional changes in the sequence of work, delays, disruptions, rescheduling, lost productivity, extended or unabsorbed overhead, overtime, acceleration and or impact costs, unless specifically stated. The right is expressly reserved to amend and make claim for any and all of these related items prior to final settlement of this contract.

BY *(Signature)*
David J Hahn, Project Manager
(Typed Name)

DATE 11/27/2015

zarco
CONSTRUCTION

Proposal Submitted to:
Burke Construction
10145 NW 19th Street
Doral, FL 33172

Date: 11/6/2015 Revised
Job Name: Key West City Hall
Key West, FL
Architect: Bender & Associates
Date of Plans: 8/8/14

We hereby submit specifications and estimates for **Waterproofing at Window Openings**

Waterproofing Work

Roll or Brush on Waterproofing at exterior facing side of window openings
Use GC provided Sher-Crete Textured Waterproofing material

Waterproofing Work Labor Only $4,500.00

NOTES & EXCLUSIONS:

No Door Openings included in price
Lodging/Hospitality Included in price
Scaffolding Included in price
Price based on single mobilization

_____

Guillermo Swain - Principal
Zarco Construction, LLC

Note: This proposal may be withdrawn by us if not accepted within fifteen (15) days. Our prices are based on our material prices currently charged to us by our suppliers. After a thirty (30) day grace period, any increase in price on materials given to us will be passed on to the general contractor.
ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. This proposal will be incorporated in the contract documents.

Date of Acceptance: _____

Company: **Burke Construction Group, Inc**

By: _____

Title: _____

113.50

SHER-CRETE®
Flexible Concrete Waterproofer - Textured
A5 Series

SHERWIN WILLIAMS.

As of 09/10/2015, Complies with:			
OTC	Yes	LEED® 09CI	Yes
SCAQMD	Yes	LEED® 09NC	Yes
CARB	Yes	LEED® 09CS	Yes
CARB SCM 2007	Yes	LEED® H	Yes
MPI	42	NGBS	Yes

CHARACTERISTICS

Sher-Crete Flexible Concrete Waterproofer is an interior/exterior flexible and breathable waterproof coating based on a unique combination of acrylic resin and mineral aggregate.

Use **Sher-Crete Flexible Concrete Waterproofer** to waterproof all types of above-or on-grade concrete and masonry including foundations, block walls, balconies, window and door openings, walkways, parapets, planter boxes, and vertical or horizontal concrete substrates.

Advantages

- Apply to fresh concrete (less than 28 days old)
- Can be applied over substrates with a high pH (up to 13)
- Primer not typically required over properly prepared surfaces
- Sher-Crete Flexible Concrete Waterproofer passes ADA requirements of slip resistance

SPECIFICATIONS

Color: Most colors
Coverage: 125 to 150 ft² per gal.
10 - 12 mils wet per coat

2 coats of the Sher-Crete Flexible Concrete Waterproofer at 10 - 12 wet mils per coat and a surface with 10 or less pinholes per square foot is required for a waterproofing system. Coverage will vary depending on the porosity and texture of the substrate.

For maximum protection and washability, 2 coats of the following clear coats are recommended:

Interior and Exterior Use

Low/Medium traffic pedestrian areas
H&C Paver Sealer Gloss or Natural or H&C Concrete Sealer Wet Look

SPECIFICATIONS

If a stucco finish is to be applied over the Sher-Crete Flexible Concrete Waterproofer, follow the stucco manufacturers recommendations.

Drying Time, @ 77°F, 50% RH:
temperature and humidity dependent

Touch:	1 hour
Recoat:	4 hours
For foot traffic	24 hours
Finish:	Flat
Flash Point:	N/A

Tinting with CCE:

Base	oz/gal	Strength
Extra White	0-5	100%
Deep Base	4-12	100%

Vehicle Type: Acrylic
Extra White A05W00005
VOC (less exempt solvents):
<50 g/L - 0.42 lb/gal
As per 40 CFR 59.406 and SOR/2009-264, s.12
Volume Solids: 52 ± 2%
Weight Solids: 69 ± 2%
Weight per Gallon: 12.72 lb

REPORT	TEST METHOD	TEST CRITERIA	TEST RESULTS
Tensile Strength	ASTM D-412	without mesh	100 psi
Elongation	ASTM D-412	without mesh	57%
Flexibility Mandrel Bend	ASTM D-522	28 days	Pass 1/8" @ 77° F Pass
Abrasion Resistance	ASTM D-4060 -90	1000 cycles – 24hr cure	0.01 gram loss
Water Absorption	ASTM D-570	24 hour immersion	17%
Water Vapor Permeability	ASTM D 1653		12 perms
Meets ADA Requirements for Coefficient of Friction		Static Coefficient of Friction	Kinetic Coefficient of Friction
	A05W00005	1.13	0.81
	A05W00053	1.09	0.81
Flame Spread Index:	ASTM E84	1/4" fiber cement board	10
Smoke Developed Index:	ASTM E84	1/4" fiber cement board	15

Typical values for material cured at 73° F (23° C) and 50% R.H. Product test results from A05W00005

continued on back

SHERWIN WILLIAMS.

113.50

SHER-CRETE®
Flexible Concrete Waterproofer - Textured
A5 Series

SURFACE PREPARATION

WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (**NIOSH** approved) and proper containment and cleanup. For more information, call the National Lead Information Center at **1-800-424-LEAD** (in US) or contact your local health authority.

Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Existing peeled or checked paint should be removed. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Concrete, Stucco
Pressure clean to remove all dirt, dust, grease, oil, loose particles, laitance, foreign material, peeling and defective coatings, chalk, form release agents, moisture curing membranes, etc. Allow the surface to dry thoroughly.

Concrete and mortar must be cured at least 7 days at 75°F. On tilt-up and poured-in-place concrete, commercial detergents and sandblasting may be necessary to remove sealers, release compounds, and to provide an anchor pattern.

Use caution when preparing the substrate to create a uniform surface. Voids, cracks, crevices, and through-wall openings must be patched using Concrete & Masonry Sealant or Patch.

Stripe coat all inside and outside corners and edges with Sher-Crete Flexible Concrete Waterproofer.

Vertical Wood Window & Door Jambs
Apply one coat of Sher-Crete Flexible Waterproofer at a rate of 70 – 90 square feet per gallon, achieving a total dry film thickness of 10 – 12 mils. Embed Sher-Crete 6" Blue Repair Mesh to reinforce the lower corners over the sill, across the sill, and up both sides of the lower corners approximately 4". Apply a second coat of the waterproofer over the mesh and around the window opening, in the return to the window flange.

APPLICATION

Apply at temperatures between 50°F and 100°F.
Do not reduce.
Brush - Use a nylon/polyester brush.
Roller - Use a ¾" to 1½" nap synthetic roller cover.
Notched squeegee with backroll
Use proper finish roll application technique to avoid roller tracking.
Texture Sprayer-Low Pressure
Tip orifice.....4

OVER-COATING

Sher-Crete Flexible Concrete Waterproofer can be used as a stand-alone product or may be over-coated to provide a surface that will be smoother and easier to keep clean and to improve the abrasion resistance in areas that see significant foot traffic.

Over-coating should be done after the Sher-Crete has dried for at least 4 hours (77°F and 50% RH) and before it is exposed to any use. Follow all application and dry time information found on the label and data page for the specific over-coat.

Slip Resistance
Some surfaces may require a slip resistant additive for safety. Add H&C SharkGrip® Slip Resistant Additive to the final coat applied following label directions. This product should not be used in place of a non-skid finish.

CLEAN UP

Clean tools and equipment with water immediately after use. Cured material can only be removed mechanically.

CAUTIONS

Protect from freezing.
Non-photochemically reactive.
Not recommended for roofing applications or as a primary waterproofing over occupied space.
Not recommended for bridging joints or dynamic cracks in concrete.
Not for use in areas subject to vehicle traffic.

LABEL CAUTIONS
CAUTION contains CRYSTALLINE SILICA and ZINC Use only with adequate ventilation. To avoid overexposure, open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headaches, or dizziness, increase fresh air, or wear respiratory protection (**NIOSH** approved) or leave the area. Adequate ventilation required when sanding or abrading the dried film. If adequate ventilation cannot be provided wear an approved particulate respirator (**NIOSH** approved). Follow respirator manufacturer's directions for respirator use. Avoid contact with eyes and skin. Wash hands after using. Keep container closed when not in use. Do not transfer contents to other containers for storage. **FIRST AID:** In case of eye contact, flush thoroughly with large amounts of water. Get medical attention if irritation persists. If swallowed, call Poison Control Center, hospital emergency room, or physician immediately. **DELAYED EFFECTS FROM LONG TERM OVEREXPOSURE.** Abrading or sanding of the dry film may release crystalline silica which has been shown to cause lung damage and cancer under long term exposure. **WARNING:** This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. **DO NOT TAKE INTERNALLY. KEEP OUT OF THE REACH OF CHILDREN.**
HOTW 09/10/2015 A05W00005 23 46

The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative or visit www.paintdocs.com to obtain the most current version of the PDS and/or an SDS.

MATERIAL SAFETY DATA SHEET

A5W5
24 00

DATE OF PREPARATION
Oct 17, 2015

SECTION 1 — PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NUMBER
A5W5
PRODUCT NAME
SherCrete® Flexible Concrete Waterproofer, Extra White
MANUFACTURER'S NAME
THE SHERWIN-WILLIAMS COMPANY
101 Prospect Avenue N.W.
Cleveland, OH 44115

Telephone Numbers and Websites

Product Information	www.sherwin-williams.com
Regulatory Information	(216) 566-2902 www.paintdocs.com
Medical Emergency	(216) 566-2917
Transportation Emergency*	(800) 424-9300
**for Chemical Emergency ONLY (spill, leak, fire, exposure, or accident)*	

SECTION 2 — COMPOSITION/INFORMATION ON INGREDIENTS

% by Weight	CAS Number	Ingredient	Units	Vapor Pressure
28	14808-60-7	**Quartz**		
		ACGIH TLV	0.025 mg/m3 as Resp. Dust	
		OSHA PEL	0.1 mg/m3 as Resp. Dust	
11	13463-67-7	**Titanium Dioxide**		
		ACGIH TLV	10 mg/m3 as Dust	
		OSHA PEL	10 mg/m3 Total Dust	
		OSHA PEL	5 mg/m3 Respirable Fraction	
2	1314-13-2	**Zinc Oxide**		
		ACGIH TLV	Not Available	
		OSHA PEL	Not Available	

SECTION 3 — HAZARDS IDENTIFICATION

HMIS Codes

Health	1*
Flammability	0
Reactivity	0

ROUTES OF EXPOSURE
INHALATION of vapor or spray mist.
EYE or SKIN contact with the product, vapor or spray mist.
EFFECTS OF OVEREXPOSURE
EYES: Irritation.
SKIN: Prolonged or repeated exposure may cause irritation.
INHALATION: Irritation of the upper respiratory system.

In a confined area vapors in high concentration may cause headache, nausea or dizziness.
SIGNS AND SYMPTOMS OF OVEREXPOSURE
Redness and itching or burning sensation may indicate eye or excessive skin exposure.
MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE
None generally recognized.
CANCER INFORMATION
For complete discussion of toxicology data refer to Section 11.

SECTION 4 — FIRST AID MEASURES

EYES: Flush eyes with large amounts of water for 15 minutes. Get medical attention.
SKIN: Wash affected area thoroughly with soap and water.
Remove contaminated clothing and launder before re-use.
INHALATION: If affected, remove from exposure. Restore breathing. Keep warm and quiet.
INGESTION: Do not induce vomiting. Get medical attention immediately.

SECTION 5 — FIRE FIGHTING MEASURES

FLASH POINT	LEL	UEL	FLAMMABILITY CLASSIFICATION
Not Applicable	Not Applicable	Not Applicable	Not Applicable

EXTINGUISHING MEDIA

Carbon Dioxide, Dry Chemical, Alcohol Foam

UNUSUAL FIRE AND EXPLOSION HAZARDS

Closed containers may explode (due to the build-up of pressure) when exposed to extreme heat.

During emergency conditions overexposure to decomposition products may cause a health hazard. Symptoms may not be immediately apparent. Obtain medical attention.

SPECIAL FIRE FIGHTING PROCEDURES

Full protective equipment including self-contained breathing apparatus should be used.

Water spray may be ineffective. If water is used, fog nozzles are preferable. Water may be used to cool closed containers to prevent pressure build-up and possible autoignition or explosion when exposed to extreme heat.

SECTION 6 — ACCIDENTAL RELEASE MEASURES

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED

Remove all sources of ignition. Ventilate the area.

Remove with inert absorbent.

SECTION 7 — HANDLING AND STORAGE

STORAGE CATEGORY

Not Applicable

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORAGE

Keep container closed when not in use. Transfer only to approved containers with complete and appropriate labeling. Do not take internally. Keep out of the reach of children.

SECTION 8 — EXPOSURE CONTROLS/PERSONAL PROTECTION

PRECAUTIONS TO BE TAKEN IN USE

Use only with adequate ventilation.

Avoid contact with skin and eyes. Avoid breathing vapor and spray mist.

Wash hands after using.

This coating may contain materials classified as nuisance particulates (listed "as Dust" in Section 2) which may be present at hazardous levels only during sanding or abrading of the dried film. If no specific dusts are listed in Section 2, the applicable limits for nuisance dusts are ACGIH TLV 10 mg/m3 (total dust), 3 mg/m3 (respirable fraction), OSHA PEL 15 mg/m3 (total dust), 5 mg/m3 (respirable fraction).

Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.

VENTILATION

Local exhaust preferable. General exhaust acceptable if the exposure to materials in Section 2 is maintained below applicable exposure limits. Refer to OSHA Standards 1910.94, 1910.107, 1910.108.

RESPIRATORY PROTECTION

If personal exposure cannot be controlled below applicable limits by ventilation, wear a properly fitted organic vapor/particulate respirator approved by NIOSH/MSHA for protection against materials in Section 2.

When sanding or abrading the dried film, wear a dust/mist respirator approved by NIOSH/MSHA for dust which may be generated from this product, underlying paint, or the abrasive.

PROTECTIVE GLOVES

Wear gloves which are recommended by glove supplier for protection against materials in Section 2.

EYE PROTECTION

Wear safety spectacles with unperforated sideshields.

SECTION 9 — PHYSICAL AND CHEMICAL PROPERTIES

PRODUCT WEIGHT	12.72 lb/gal	1523 g/l
SPECIFIC GRAVITY	1.53	
BOILING POINT	212 - 500 °F	100 - 260 °C
MELTING POINT	Not Available	
VOLATILE VOLUME	48%	
EVAPORATION RATE	Slower than ether	
VAPOR DENSITY	Heavier than air	
SOLUBILITY IN WATER	Not Available	
pH	> 2.0, < 11.5	

VOLATILE ORGANIC COMPOUNDS (VOC Theoretical - As Packaged)

0.38 lb/gal	46 g/l	Less Water and Federally Exempt Solvents
0.21 lb/gal	25 g/l	Emitted VOC

SECTION 10 — STABILITY AND REACTIVITY

STABILITY — Stable

CONDITIONS TO AVOID

None known.

INCOMPATIBILITY

None known.

HAZARDOUS DECOMPOSITION PRODUCTS

By fire: Carbon Dioxide, Carbon Monoxide

HAZARDOUS POLYMERIZATION

Will not occur

SECTION 11 — TOXICOLOGICAL INFORMATION

CHRONIC HEALTH HAZARDS

Crystalline Silica (Quartz, Cristobalite) is listed by IARC and NTP. Long term exposure to high levels of silica dust, which can occur only when sanding or abrading the dry film, may cause lung damage (silicosis) and possibly cancer.

IARC's Monograph No. 93 reports there is sufficient evidence of carcinogenicity in experimental rats exposed to titanium dioxide but inadequate evidence for carcinogenicity in humans and has assigned a Group 2B rating. In addition, the IARC summary concludes, "No significant exposure to titanium dioxide is thought to occur during the use of products in which titanium is bound to other materials, such as paint."

TOXICOLOGY DATA

CAS No.	Ingredient Name			
14808-60-7	Quartz			
		LC50 RAT	4HR	Not Available
		LD50 RAT		Not Available
13463-67-7	Titanium Dioxide			
		LC50 RAT	4HR	Not Available
		LD50 RAT		Not Available
1314-13-2	Zinc Oxide			
		LC50 RAT	4HR	Not Available
		LD50 RAT		Not Available

SECTION 12 — ECOLOGICAL INFORMATION

ECOTOXICOLOGICAL INFORMATION

No data available.

SECTION 13 — DISPOSAL CONSIDERATIONS

WASTE DISPOSAL METHOD

Waste from this product is not hazardous as defined under the Resource Conservation and Recovery Act (RCRA) 40 CFR 261.

Incinerate in approved facility. Do not incinerate closed container. Dispose of in accordance with Federal, State/Provincial, and Local regulations regarding pollution.

SECTION 14 — TRANSPORT INFORMATION

Multi-modal shipping descriptions are provided for informational purposes and do not consider container sizes. The presence of a shipping description for a particular mode of transport (ocean, air, etc.), does not indicate that the product is packaged suitably for that mode of transport. All packaging must be reviewed for suitability prior to shipment, and compliance with the applicable regulations is the sole responsibility of the person offering the product for transport.

US Ground (DOT)

Not Regulated for Transportation.

Canada (TDG)

Not Regulated for Transportation.

IMO

Not Regulated for Transportation.

IMO

Not Regulated for Transportation.

IATA/ICAO

Not Regulated for Transportation.

SECTION 15 — REGULATORY INFORMATION

SARA 313 *(40 CFR 372.65C)* SUPPLIER NOTIFICATION

CAS No.	CHEMICAL/COMPOUND	% by WT	% Element
	Zinc Compound	2	1.5

CALIFORNIA PROPOSITION 65

WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

TSCA CERTIFICATION

All chemicals in this product are listed, or are exempt from listing, on the TSCA Inventory.

SECTION 16 — OTHER INFORMATION

This product has been classified in accordance with the hazard criteria of the Canadian Controlled Products Regulations (CPR) and the MSDS contains all of the information required by the CPR.

The above information pertains to this product as currently formulated, and is based on the information available at this time. Addition of reducers or other additives to this product may substantially alter the composition and hazards of the product. Since conditions of use are outside our control, we make no warranties, express or implied, and assume no liability in connection with any use of this information.

SAFETY DATA SHEET

A5W5

Section 1. Identification

Product name : SherCrete® Flexible Concrete Waterproofer Extra White

Product code : A5W5

Other means of identification : Not available.

Product type : Liquid.

Relevant identified uses of the substance or mixture and uses advised against

Not applicable.

Manufacturer : THE SHERWIN-WILLIAMS COMPANY
101 Prospect Avenue N.W.
Cleveland, OH 44115

Emergency telephone number of the company : (216) 566-2917

Product Information Telephone Number : Not available.

Regulatory Information Telephone Number : (216) 566-2902

Transportation Emergency Telephone Number : (800) 424-9300

Section 2. Hazards identification

OSHA/HCS status : This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200).

Classification of the substance or mixture : CARCINOGENICITY - Category 1A

Percentage of the mixture consisting of ingredient(s) of unknown toxicity: 38.9%

GHS label elements

Hazard pictograms :

Signal word : Danger

Hazard statements : May cause cancer.

Precautionary statements

General : Read label before use. Keep out of reach of children. If medical advice is needed, have product container or label at hand.

Prevention : Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Wear protective gloves. Wear eye or face protection. Wear protective clothing.

Response : IF exposed or concerned: Get medical attention.

Storage : Store locked up.

Disposal Dispose of contents and container in accordance with all local, regional, national and international regulations.

Section 2. Hazards identification

Supplemental label elements

WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. Adequate ventilation required when sanding or abrading the dried film. If Adequate ventilation cannot be provided wear an approved particulate respirator (NIOSH approved). Follow respirator manufacturer's directions for respirator use. DELAYED EFFECTS FROM LONG TERM OVEREXPOSURE. Abrading or sanding of the dry film may release Crystalline Silica which has been shown to cause lung damage and cancer under long term exposure.

Please refer to the SDS for additional information. Do not transfer contents to other containers for storage.

Hazards not otherwise classified : None known.

Section 3. Composition/information on ingredients

Substance/mixture : Mixture

Other means of identification : Not available.

CAS number/other identifiers

Ingredient name	% by weight	CAS number
Quartz	≥25 - <50	14808-60-7
Titanium Dioxide	≥10 - <25	13463-67-7
zinc oxide	≥1 - <3	1314-13-2

Any concentration shown as a range is to protect confidentiality or is due to batch variation.

There are no additional ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified as hazardous to health and hence require reporting in this section.

Occupational exposure limits, if available, are listed in Section 8.

Section 4. First aid measures

Description of necessary first aid measures

Eye contact : Immediately flush eyes with plenty of water, occasionally lifting the upper and lower eyelids. Check for and remove any contact lenses. Continue to rinse for at least 10 minutes. Get medical attention.

Inhalation : Remove victim to fresh air and keep at rest in a position comfortable for breathing. If not breathing, if breathing is irregular or if respiratory arrest occurs, provide artificial respiration or oxygen by trained personnel. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. Get medical attention. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband.

Skin contact : Flush contaminated skin with plenty of water. Remove contaminated clothing and shoes. Wash contaminated clothing thoroughly with water before removing it, or wear gloves. Continue to rinse for at least 10 minutes. Get medical attention. Wash clothing before reuse. Clean shoes thoroughly before reuse.

Ingestion : Wash out mouth with water. Remove dentures if any. Remove victim to fresh air and keep at rest in a position comfortable for breathing. If material has been swallowed and the exposed person is conscious, give small quantities of water to drink. Stop if the exposed person feels sick as vomiting may be dangerous. Do not induce vomiting unless directed to do so by medical personnel. If vomiting occurs, the head should be kept low so that vomit does not enter the lungs. Get medical attention. Never give anything by mouth to an unconscious person. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband.

Most important symptoms/effects, acute and delayed

Section 4. First aid measures

Potential acute health effects

Eye contact	: No known significant effects or critical hazards.
Inhalation	: No known significant effects or critical hazards.
Skin contact	: No known significant effects or critical hazards.
Ingestion	: No known significant effects or critical hazards.

Over-exposure signs/symptoms

Eye contact	: No specific data.
Inhalation	: No specific data.
Skin contact	: No specific data.
Ingestion	: No specific data.

Indication of immediate medical attention and special treatment needed, if necessary

Notes to physician	: Treat symptomatically. Contact poison treatment specialist immediately if large quantities have been ingested or inhaled.
Specific treatments	: No specific treatment.
Protection of first-aiders	: No action shall be taken involving any personal risk or without suitable training. If it is suspected that fumes are still present, the rescuer should wear an appropriate mask or self-contained breathing apparatus. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. Wash contaminated clothing thoroughly with water before removing it, or wear gloves.

See toxicological information (Section 11)

Section 5. Fire-fighting measures

Extinguishing media

Suitable extinguishing media	: Use an extinguishing agent suitable for the surrounding fire.
Unsuitable extinguishing media	: None known.
Specific hazards arising from the chemical	: In a fire or if heated, a pressure increase will occur and the container may burst.
Hazardous thermal decomposition products	: Decomposition products may include the following materials: carbon dioxide carbon monoxide metal oxide/oxides
Special protective actions for fire-fighters	: Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire. No action shall be taken involving any personal risk or without suitable training.
Special protective equipment for fire-fighters	: Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

Section 6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

For non-emergency personnel	: No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Do not touch or walk through spilled material. Avoid breathing vapor or mist. Provide adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Put on appropriate personal protective equipment.

Section 6. Accidental release measures

For emergency responders : If specialised clothing is required to deal with the spillage, take note of any information in Section 8 on suitable and unsuitable materials. See also the information in "For non-emergency personnel".

Environmental precautions : Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air).

Methods and materials for containment and cleaning up

Small spill : Stop leak if without risk. Move containers from spill area. Dilute with water and mop up if water-soluble. Alternatively, or if water-insoluble, absorb with an inert dry material and place in an appropriate waste disposal container. Dispose of via a licensed waste disposal contractor.

Large spill : Stop leak if without risk. Move containers from spill area. Approach release from upwind. Prevent entry into sewers, water courses, basements or confined areas. Wash spillages into an effluent treatment plant or proceed as follows. Contain and collect spillage with non-combustible, absorbent material e.g. sand, earth, vermiculite or diatomaceous earth and place in container for disposal according to local regulations (see Section 13). Dispose of via a licensed waste disposal contractor. Contaminated absorbent material may pose the same hazard as the spilled product. Note: see Section 1 for emergency contact information and Section 13 for waste disposal.

Section 7. Handling and storage

Precautions for safe handling

Protective measures : Put on appropriate personal protective equipment (see Section 8). Avoid exposure - obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Do not get in eyes or on skin or clothing. Do not ingest. Avoid breathing vapor or mist. If during normal use the material presents a respiratory hazard, use only with adequate ventilation or wear appropriate respirator. Keep in the original container or an approved alternative made from a compatible material, kept tightly closed when not in use. Empty containers retain product residue and can be hazardous. Do not reuse container.

Advice on general occupational hygiene : Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking and smoking. Remove contaminated clothing and protective equipment before entering eating areas. See also Section 8 for additional information on hygiene measures.

Conditions for safe storage, including any incompatibilities : Store in accordance with local regulations. Store in original container protected from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see Section 10) and food and drink. Store locked up. Keep container tightly closed and sealed until ready for use. Containers that have been opened must be carefully resealed and kept upright to prevent leakage. Do not store in unlabeled containers. Use appropriate containment to avoid environmental contamination.

Section 8. Exposure controls/personal protection

Control parameters

Occupational exposure limits

Section 8. Exposure controls/personal protection

Ingredient name	Exposure limits
Quartz	**OSHA PEL Z3 (United States, 2/2013).** TWA: 250 MPPCF / (%SiO2+5) 8 hours. Form: Respirable TWA: 10 MG/M3 / (%SiO2+2) 8 hours. Form: Respirable **ACGIH TLV (United States, 3/2015).** TWA: 0.025 mg/m³ 8 hours. Form: Respirable fraction **NIOSH REL (United States, 10/2013).** TWA: 0.05 mg/m³ 10 hours. Form: respirable dust
Titanium Dioxide	**ACGIH TLV (United States, 3/2015).** TWA: 10 mg/m³ 8 hours. **OSHA PEL (United States, 2/2013).** TWA: 15 mg/m³ 8 hours. Form: Total dust
zinc oxide	**NIOSH REL (United States, 10/2013).** CEIL: 15 mg/m³ Form: Dust TWA: 5 mg/m³ 10 hours. Form: Dust and fumes STEL: 10 mg/m³ 15 minutes. Form: Fume **OSHA PEL (United States, 2/2013).** TWA: 5 mg/m³ 8 hours. Form: Fume TWA: 5 mg/m³ 8 hours. Form: Respirable fraction TWA: 15 mg/m³ 8 hours. Form: Total dust **ACGIH TLV (United States, 3/2015).** TWA: 2 mg/m³ 8 hours. Form: Respirable fraction STEL: 10 mg/m³ 15 minutes. Form: Respirable fraction

Appropriate engineering controls : If user operations generate dust, fumes, gas, vapor or mist, use process enclosures, local exhaust ventilation or other engineering controls to keep worker exposure to airborne contaminants below any recommended or statutory limits.

Environmental exposure controls : Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation. In some cases, fume scrubbers, filters or engineering modifications to the process equipment will be necessary to reduce emissions to acceptable levels.

Individual protection measures

Hygiene measures : Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Appropriate techniques should be used to remove potentially contaminated clothing. Wash contaminated clothing before reusing. Ensure that eyewash stations and safety showers are close to the workstation location.

Eye/face protection : Safety eyewear complying with an approved standard should be used when a risk assessment indicates this is necessary to avoid exposure to liquid splashes, mists, gases or dusts. If contact is possible, the following protection should be worn, unless the assessment indicates a higher degree of protection: safety glasses with side-shields.

Skin protection

Section 8. Exposure controls/personal protection

Hand protection	: Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary. Considering the parameters specified by the glove manufacturer, check during use that the gloves are still retaining their protective properties. It should be noted that the time to breakthrough for any glove material may be different for different glove manufacturers. In the case of mixtures, consisting of several substances, the protection time of the gloves cannot be accurately estimated.
Body protection	: Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.
Other skin protection	: Appropriate footwear and any additional skin protection measures should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.
Respiratory protection	: Use a properly fitted, air-purifying or air-fed respirator complying with an approved standard if a risk assessment indicates this is necessary. Respirator selection must be based on known or anticipated exposure levels, the hazards of the product and the safe working limits of the selected respirator.

Section 9. Physical and chemical properties

Appearance

Physical state	: Liquid.
Color	: Not available.
Odor	: Not available.
Odor threshold	: Not available.
pH	: 9.5
Melting point	: Not available.
Boiling point	: 100°C (212°F)
Flash point	: Closed cup: >93.3°C (>199.9°F)
Evaporation rate	: 0.09 (butyl acetate = 1)
Flammability (solid, gas)	: Not available.
Lower and upper explosive (flammable) limits	: Not available.
Vapor pressure	: 0.31 kPa (2.333 mm Hg) [at 20°C]
Vapor density	: 1 [Air = 1]
Relative density	: 1.53
Solubility	: Not available.
Partition coefficient: n-octanol/water	: Not available.
Auto-ignition temperature	: Not available.
Decomposition temperature	: Not available.
Viscosity	: Kinematic (room temperature): >0.205 cm^2/s (>20.5 cSt) Kinematic (40°C (104°F)): >0.205 cm^2/s (>20.5 cSt)
Molecular weight	: Not applicable.

Aerosol product

Heat of combustion	: 1.513 kJ/g

Section 10. Stability and reactivity

Reactivity : No specific test data related to reactivity available for this product or its ingredients.

Chemical stability : The product is stable.

Possibility of hazardous reactions : Under normal conditions of storage and use, hazardous reactions will not occur.

Conditions to avoid : No specific data.

Incompatible materials : No specific data.

Hazardous decomposition products : Under normal conditions of storage and use, hazardous decomposition products should not be produced.

Section 11. Toxicological information

Information on toxicological effects

Acute toxicity

Not available.

Irritation/Corrosion

Product/ingredient name	Result	Species	Score	Exposure	Observation
Titanium Dioxide	Skin - Mild irritant	Human	-	72 hours 300 Micrograms Intermittent	-
zinc oxide	Eyes - Mild irritant	Rabbit	-	24 hours 500 milligrams	-
	Skin - Mild irritant	Rabbit	-	24 hours 500 milligrams	-

Sensitization

Not available.

Mutagenicity

Not available.

Carcinogenicity

Not available.

Classification

Product/ingredient name	OSHA	IARC	NTP
Quartz	-	1	Known to be a human carcinogen.
Titanium Dioxide	-	2B	-

Reproductive toxicity

Not available.

Teratogenicity

Not available.

Specific target organ toxicity (single exposure)

Not available.

Specific target organ toxicity (repeated exposure)

Not available.

Section 11. Toxicological information

Aspiration hazard

Not available.

Information on the likely routes of exposure : Not available.

Potential acute health effects

Eye contact : No known significant effects or critical hazards.

Inhalation : No known significant effects or critical hazards.

Skin contact : No known significant effects or critical hazards.

Ingestion : No known significant effects or critical hazards.

Symptoms related to the physical, chemical and toxicological characteristics

Eye contact : No specific data.

Inhalation : No specific data.

Skin contact : No specific data.

Ingestion : No specific data.

Delayed and immediate effects and also chronic effects from short and long term exposure

Short term exposure

Potential immediate effects : Not available.

Potential delayed effects : Not available.

Long term exposure

Potential immediate effects : Not available.

Potential delayed effects : Not available.

Potential chronic health effects

Not available.

General : No known significant effects or critical hazards.

Carcinogenicity : May cause cancer. Risk of cancer depends on duration and level of exposure.

Mutagenicity : No known significant effects or critical hazards.

Teratogenicity : No known significant effects or critical hazards.

Developmental effects : No known significant effects or critical hazards.

Fertility effects : No known significant effects or critical hazards.

Numerical measures of toxicity

Acute toxicity estimates

Route	ATE value
Oral	138086.8 mg/kg

Section 12. Ecological information

Toxicity

Product/ingredient name	Result	Species	Exposure
Titanium Dioxide	Acute LC50 >1000000 µg/l Marine water	Fish - Fundulus heteroclitus	96 hours
zinc oxide	Acute IC50 1.85 mg/l Marine water	Algae - Skeletonema costatum	96 hours
	Acute IC50 46 µg/l Fresh water	Algae - Pseudokirchneriella subcapitata - Exponential growth phase	72 hours
	Acute LC50 98 µg/l Fresh water	Daphnia - Daphnia magna - Neonate	48 hours
	Acute LC50 1.1 ppm Fresh water	Fish - Oncorhynchus mykiss	96 hours

Persistence and degradability

Not available.

Bioaccumulative potential

Product/ingredient name	$LogP_{ow}$	BCF	Potential
Titanium Dioxide	-	352	low
zinc oxide	-	60960	high

Mobility in soil

Soil/water partition coefficient (K_{oc}) : Not available.

Other adverse effects : No known significant effects or critical hazards.

Section 13. Disposal considerations

Disposal methods : The generation of waste should be avoided or minimized wherever possible. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Waste should not be disposed of untreated to the sewer unless fully compliant with the requirements of all authorities with jurisdiction. Waste packaging should be recycled. Incineration or landfill should only be considered when recycling is not feasible. This material and its container must be disposed of in a safe way. Care should be taken when handling emptied containers that have not been cleaned or rinsed out. Empty containers or liners may retain some product residues. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers.

Section 14. Transport information

	DOT Classification	TDG Classification	Mexico Classification	IATA	IMDG
UN number	Not regulated.	Not regulated.	Not regulated.	Not regulated.	Not regulated.
UN proper shipping name	-	-	-	-	-
Transport hazard class(es)	-	-	-	-	-

Section 14. Transport information

Packing group	-	-	-	-	-
Environmental hazards	No.	No.	No.	No.	No.
Additional information	**Special provisions** Not Applicable	**Special provisions** Not Applicable	**Special provisions** Not Applicable	**Special provisions** Not Applicable	**Emergency schedules (EmS)** Not Applicable

Special precautions for user : Multi-modal shipping descriptions are provided for informational purposes and do not consider container sizes. The presence of a shipping description for a particular mode of transport (sea, air, etc.), does not indicate that the product is packaged suitably for that mode of transport. All packaging must be reviewed for suitability prior to shipment, and compliance with the applicable regulations is the sole responsibility of the person offering the product for transport. People loading and unloading dangerous goods must be trained on all of the risks deriving from the substances and on all actions in case of emergency situations.

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code : Not available.

Proper shipping name : Not available.

Ship type : Not available.

Pollution category : Not available.

Section 15. Regulatory information

SARA 313

SARA 313 (40 CFR 372.45) supplier notification can be found on the Environmental Data Sheet.

California Prop. 65

WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

Section 16. Other information

Hazardous Material Information System (U.S.A.)

Health	*	1
Flammability		0
Physical hazards		0

The customer is responsible for determining the PPE code for this material.

Caution: HMIS® ratings are based on a 0-4 rating scale, with 0 representing minimal hazards or risks, and 4 representing significant hazards or risks Although HMIS® ratings are not required on SDSs under 29 CFR 1910. 1200, the preparer may choose to provide them. HMIS® ratings are to be used with a fully implemented HMIS® program. HMIS® is a registered mark of the National Paint & Coatings Association (NPCA). HMIS® materials may be purchased exclusively from J. J. Keller (800) 327-6868.

Procedure used to derive the classification

Classification	Justification
Carc. 1A, H350	Calculation method

History

Date of printing : 10/17/2015

Section 16. Other information

Date of issue/Date of revision	: 10/17/2015
Date of previous issue	: 9/10/2015
Version	: 1.04
Key to abbreviations	: ATE = Acute Toxicity Estimate BCF = Bioconcentration Factor GHS = Globally Harmonized System of Classification and Labelling of Chemicals IATA = International Air Transport Association IBC = Intermediate Bulk Container IMDG = International Maritime Dangerous Goods LogPow = logarithm of the octanol/water partition coefficient MARPOL 73/78 = International Convention for the Prevention of Pollution From Ships, 1973 as modified by the Protocol of 1978. ("Marpol" = marine pollution) UN = United Nations

Notice to reader

It is recommended that each customer or recipient of this Safety Data Sheet (SDS) study it carefully and consult resources, as necessary or appropriate, to become aware of and understand the data contained in this SDS and any hazards associated with the product. This information is provided in good faith and believed to be accurate as of the effective date herein. However, no warranty, express or implied, is given. The information presented here applies only to the product as shipped. The addition of any material can change the composition, hazards and risks of the product. Regulatory requirements are subject to change and may differ between various locations and jurisdictions. The customer/buyer/user is responsible to ensure that his activities comply with all country, federal, state, provincial or local laws. The conditions for use of the product are not under the control of the manufacturer; the customer/buyer/user is responsible to determine the conditions necessary for the safe use of this product. The customer/buyer/user should not use the product for any purpose other than the purpose shown in the applicable section of this SDS without first referring to the supplier and obtaining written handling instructions. Due to the proliferation of sources for information such as manufacturer-specific SDS, the manufacturer cannot be responsible for SDSs obtained from any other source.

SHERWIN-WILLIAMS.

SHERWIN-WILLIAMS
908 KENNEDY DR
KEY WEST FL 33040 4017

Visit www.sherwin-williams.com
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CHARGE
INVOICE
No. 9582-7

ACCOUNT: **5221-2945-1** JOB 01 BURKE CONSTRUCTION

SHIPPED TO:

PO:1415

BURKE CONSTRUCTION
10145 NW 19TH ST
DORAL FL 33172 2529

FL

DATE: 11/17/15
TIME: 10:22 AM

2-4453
E18/15163 **11**

(305)468-6604

* INDICATES SALE PRICE

TERMS:NET PAYMENT DUE ON DEC. 20th

SALES NUMBER	SIZE	PRODUCT	DESCRIPTION	QTY	PRICE	VALUE
6403-83790	5 GAL	A5W5	SHRCRT FLEX CON WP	15	32.49	487.35
180-7585	EACH	997585000	XL ARTIST BRUSHES	1	5.19	5.19
			Discount ($15.00)			-.78
6503-03498	4 INCH		HGTV 4" MINI RLR 4PC	1	10.00 *	10.00

-------- Thank You ---------
receipt required for refund

SUBTOTAL BEFORE TAX	501.76
7.500% SALES TAX:1-103304000	37.64
CHARGE	$539.40

STORE HOURS

SUNDAY	10:00 AM - 6:00 PM
MONDAY - FRIDAY	7:00 AM - 7:00 PM
SATURDAY	8:00 AM - 6:00 PM

MERCHANDISE RECEIVED IN GOOD ORDER BY:

RON DATE **(CENTRALIZED INVOICE)**

Received 11/25/15

SHERWIN-WILLIAMS.

SHERWIN-WILLIAMS
908 KENNEDY DR
KEY WEST FL 33040 4017

Visit www.sherwin-williams.com
Store 2690 REID
(305)296-8501
Fax - (305)296-4918

CHARGE
INVOICE
No. 3209-9

ACCOUNT: **5221-2945-1** JOB 01 BURKE CONSTRUCTION

PO:1415
ORDER:OE0114060Q2690
DATE: 11/06/15
TIME: 10:10 AM

BURKE CONSTRUCTION
10145 NW 19TH ST
DORAL FL 33172 2529

2-4453
E73/10822 **11**

TERMS:NET PAYMENT DUE ON DEC. 20th

SALES NUMBER	SIZE	PRODUCT	DESCRIPTION	QTY	PRICE	VALUE
6403-83790	5 GAL	A5W5	SHRCRT FLEX CON WP	15	37.87	568.05

-------- Thank You ---------
receipt required for refund

SUBTOTAL BEFORE TAX	568.05
7.500% SALES TAX:1-103304000	42.60
CHARGE	$610.65

STORE HOURS

SUNDAY	10:00 AM - 6:00 PM
MONDAY - FRIDAY	7:00 AM - 7:00 PM
SATURDAY	8:00 AM - 6:00 PM

Reprinted 12/28/15 12:57 pm

MERCHANDISE RECEIVED IN GOOD ORDER BY:

_____

DELIVERED BY BLAKE SW REP DATE **(CENTRALIZED INVOICE)**

THE SHERWIN-WILLIAMS CO.
908 KENNEDY DR
KEY WEST FL 33040 4017

REPRINTED DOCUMENT

SHERWIN-WILLIAMS.

Visit www.sherwin-williams.com
Store 2690
(305) 296-8501
JOB 01 BURKE CONSTRUCTION

CHARGE CORRECT
No. 3220-6

ACCOUNT: 5221-2945-1

APPRVL

PAGE 1 OF 1
PO#

BURKE CONSTRUCTION
10145 NW 19TH ST
DORAL FL 33172 2529

DATE: 11/06/2015
TIME: 11:17 AM
2-4453
E07/10822

(305) 468-6604
* INDICATES SALE PRICE

SALES NUMBER	SIZE	PRODUCT	DESCRIPTION	QTY	PRICE	VALUE
**********			CHANGED FROM			**********
6403-83790	5 GAL	A5W5	SHRCRT FLEX CON WP	15	-37.87	-568.05
			SUBTOTAL BEFORE TAX			-568.05
			7.500%:1-103304000			-42.60
**********			CHANGED TO			**********
6403-83790	5 GAL	A5W5	SHRCRT FLEX CON WP	15	37.87*	568.05
			DISCOUNT ($)			-80.70
**********			CORRECTION			
			SUBTOTAL BEFORE TAX			487.35
			7.500%:1-103304000			36.56

**********CORRECTED TOTALS**********

ORIGINAL
TERM: 10822
TRAN: 32099
DATE: 11/06/2015

Thank You
receipt required for refund

SUBTOTAL BEFORE TAX	-80.70
7.500% SALES TAX:1-103304000	-6.04
CORRECT SUBTOTAL	-80.70
TOTAL TAX	-6.04
DUE CUSTOMER	
CHARGE CREDIT	$-86.74

CHANGED THE PRICE

S-W SIGNATURE

REQUEST FOR CHANGE ORDER

☑ OWNER
☑ ARCHITECT
☑ CONTRACTOR
☑ FIELD
☐ SUBCONTRACTOR

BURKE Construction Group Inc.

PROJECT: **KEY WEST CITY HALL - GLYNN ARCHER**
1300 White Street
Key West, Florida 33040

REQUEST FOR CHANGE ORDER NO.: **019**

REQUEST FOR CHANGE ORDER DATE: **11/27/2015**

PROJECTS NO.: **1415**

CONTRACTOR: **Burke Construction Group, Inc.**
3210 Flagler Avenue
Key West, FL 33040

DATE OF CONTRACT: 12/19/2014

Parapet Repairs in preparation for roofing

The Contract is changed as follows:

The conditions were hidden by the existing roofing

This change order pertains to the application of New Stucco to repair Bldgs. A & B Parapet in preparation of roofing. All Chipping and removal of loose concrete/stucco and humps, and prep surfaces with Acrylic Bonding Agent, metal lath at gaps gaps and transitions with Ameri-mix factory blended stucco material. Stucco will be smooth and level to create a continuous smooth surface in the preparation for the roofing system.

OC. ADDITIONAL PREPARATION REQUIRED BY ROOFING MANUFACTURER IN ORDER TO OBTAIN WARRENTY.

NEED TO VERIFY TIME IMPACT TO THE CRITICAL PATH.

1.13.2016
ROOFING DELAYS IMPACT CRITICAL PATH — FACTORY WAS SHUT DOWN. TIME ALLOWED. ADDITIONAL TIME MAY BE JUSTIFIED.
1.18.2016

Subtotals	$	14,500.00
Contractor Fee: 10%		1450.00
Contractor OH: 2.5%		362.50
GL Insurance: 1%		145.00
Bond : 1%		145.00
TOTAL RCO:	**$**	**16,602.50**
CONTRACT TIME INCREASE / (DECREASE):		**8**

Burke Construction Group, Inc.
CONTRACTOR
3210 Flagler Avenue
ADDRESS
Key West, FL 33040

BY *(Signature)*
David J Hahn, Project Manager
(Typed Name)

DATE 11/27/2015

Reservations: This proposal is based solely on the usual cost elements such as labor material and normal markups, and does not include any amount for additional changes in the sequence of work, delays, disruptions, rescheduling, lost productivity, extended or unabsorbed overhead, overtime, acceleration and or impact costs, unless specifically stated. The right is expressly reserved to amend and make claim for any and all of these related items prior to final settlement of this contract.

zarco
CONSTRUCTION

Proposal Submitted to:
Burke Construction
10145 NW 19th Street
Doral, FL 33172

Date: 11/2/2015
Job Name: Key West City Hall
Key West, FL
Architect: Bender & Associates
Date of Plans: 8/8/14

We hereby submit specifications and estimates for **PARAPET REPAIR WORK** as follows:

Stucco Repair Work

Chip and remove loose concrete/stucco and humps
Acrylic Bonding Agent at concrete surfaces and re-stucco surfaces
Metal lath at gaps and transitions
Ameri-mix factory blended stucco material
Stucco fill and level as to allow for a continuous smooth surfacing in preparation for roofing system

We hereby furnish material and labor in accordance with the above mentioned scope of work as follows:

Parapet Repair work Building B $7,000.00

Parapet Repair work Building A $7,500.00

NOTES & EXCLUSIONS:

Lodging/Hospitality Included in price
Scaffolding Included in price
Price based on single mobilization

Guillermo Swain - Principal
Zarco Construction, LLC

Note: This proposal may be withdrawn by us if not accepted within fifteen (15) days. Our prices are based on our material prices currently charged to us by our suppliers. After a thirty (30) day grace period, any increase in price on materials given to us will be passed on to the general contractor.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. This proposal will be incorporated in the contract documents.

Date of Acceptance: _____

Company: **Burke Construction Group, Inc**

By: _____

Title: _____

REQUEST FOR CHANGE ORDER

☑ OWNER
☑ ARCHITECT
☑ CONTRACTOR
☑ FIELD
☐ SUBCONTRACTOR

BURKE Construction Group Inc.

PROJECT: **KEY WEST CITY HALL - GLYNN ARCHER**
1300 White Street
Key West, Florida 33040

REQUEST FOR CHANGE ORDER NO.: **020**

REQUEST FOR CHANGE ORDER DATE: **11/27/2015**

PROJECTS NO.: **1415**

CONTRACTOR: **Burke Construction Group, Inc.**
3210 Flagler Avenue
Key West, FL 33040

DATE OF CONTRACT: 12/19/2014

Temporary Bracing Redesign
Temporary Strong-backs Rental, Installation, and Removal Bldg. A and B. Refer to IB#3

The Contract is changed as follows:

Due to the obsence of critical information the Temporary Bracing Plan has been redesign with the following additional cost and time to the contractor.

COST DENIED

TIME ALLOWED — CONFIRMED W/ FIELD LOG RECORDS.

1.18.2016

TOTAL RCO: $ 61,857.50
CONTRACT TIME INCREASE / (DECREASE): 38

Burke Construction Group, Inc.
CONTRACTOR
3210 Flagler Avenue
ADDRESS
Key West, FL 33040

BY *(Signature)*
David J Hahn, Project Manager
(Typed Name)

DATE 11/27/2015

Reservations: This proposal is based solely on the usual cost elements such as labor material and normal markups, and does not include any amount for additional changes in the sequence of work, delays, disruptions, rescheduling, lost productivity, extended or unabsorbed overhead, overtime, acceleration and or impact costs, unless specifically stated. The right is expressly reserved to amend and make claim for any and all of these related items prior to final settlement of this contract.

INFORMATION BULLETIN (IB)

PROJECT:	**Key West City Hall at Glynn Archer**	**INFORMATION BULLETIN NO. Three (3)**
		DATE OF ISSUANCE: April 16, 2015
		CONTRACT FOR: Renovation
OWNER:	**City of Key West**	
		CONTRACT DATED: Dec 30, 2014
		ARCHITECT'S PROJECT NO. 1305
TO CONTRACTOR:	**Burke Construction Group, Inc.** **3210 Flagler Ave.** **Key West, FL 33040**	**ARCHITECT:** **Bender & Associates Architects, P.A.** **410 Angela Street** **Key West, FL 33040**

If the Contractor believes that the information contained herein will result in a change in the contract time or amount, Contractor must submit a written Request for Change Order within fifteen (15) days of the date of issuance of this I.B.

The second floor framing and floor sheathing at Building A and B shall remain in place until Temporary Bracing is installed which has been reviewed and approved by the A/E Team.

From Atlantic Engineering Services, the A/E Structural Engineer:

We have the following comments regarding the wall panel calculations:

1) Calculations appear to use a wall thickness of 15.25 inches. According to the field reports, the existing walls are 11" thick including a minimum of 1" of plaster each side leaving us a maximum of 9" thick of concrete wall.
2) Calculations appear to use a concrete strength of 2500 psi. The cores of the existing walls that were tested provided existing compressive strength values ranging from 520 psi to 2630 psi with an average value of 1375 psi over 9 cores. Dropping the highest and lowest values, we feel comfortable with a compressive strength of 1500 psi on average to be used in the analysis of the walls.
3) It appears that the 104 mph service-level wind load is used without the appropriate load factor (1.6 required per ACI 318-11, Section 9.2.1b).
4) The letter submitted with the calculations states that the modulus of rupture is utilized to determine the design capacity of the panels. It is assumed that this means the cracking moment (as determined by Section 9.5.2.3 of ACI 318-11) was used as the moment capacity (with the associated phi factor applied) and the ultimate moment was compared to this value. However, this method provides an unconservative value for the moment capacity as compared to the method for determining the strength of a flexural member from Section 22.5.1 (structural plain concrete). Note that field testing showed little to no reinforcing in most of the existing wall panels; hence, the need to run the analysis for unreinforced walls.

Please revise and resubmit the calculations based on the comments above. Alternately, provide bracing at the existing floor and roof levels as stated in the specifications to ensure the walls are braced as they were prior to demolition (a system that has been working for the life of the structure).

BENDER & ASSOCIATES ARCHITECTS, P.A.

by: Bert Bender, Bender & Associates Architects

cc: Kreed Howell, Jim Bouquet, Mike Vieux, Javier Torres, Mark Keister, Laney Stoddard

Attachments: none

2. The temporary bracing system shall be designed and constructed based on actual elevations and bracing dimensions in accordance with the contract and accepted submittals.
3. Temporary bracing shall be installed at the second floor and roof levels and shall be spaced at a maximum of 12'-0" on center.
4. The proposed bracing systems shall have foundations designed for allowable soil bearing pressures in accordance with the geotechnical investigation prepared for the Project. Foundations shall be concrete dead men embedded into the cap rock.

C. Temporary Bracing Design Criteria:
1. The temporary bracing shall be designed for a minimum ultimate design wind speed (3 second gust), Vult = 130 mph.

1.4 SUBMITTALS

A. Submit under provisions of Division 01 Section "General Requirements."

B. Shop Drawings indicating layout, member sizes, connection details, and construction sequence for temporary bracing. No work related to bracing shall take place until the Engineer has reviewed the Shop Drawings.

C. Design calculations of temporary bracing showing member stresses and connections due to imposed loads.

1.5 QUALITY ASSURANCE

A. Design calculations and Shop Drawings of proposed temporary bracing of the structure shall be prepared, stamped, and signed by a Structural Engineer registered in the State of Florida.

PART 2 - PRODUCTS

2.1 MATERIALS FOR TEMPORARY BRACING

A. Materials for temporary bracing shall be undamaged, high quality materials.

B. The Contractor shall be responsible for the supply, safe storage, and handling of all materials associated with this work.

PART 3 - EXECUTION

3.1 CONSTRUCTION

A. Construction of temporary bracing shall be in accordance with the reviewed Shop Drawings prepared by the Subcontractor's Engineer.

B. The Subcontractor shall hire the Engineer responsible for the design of temporary bracing and inspection of the work as detailed on the bracing Shop Drawings, prior to sawcutting or removing portions of the structure.

C. The Engineer responsible for design of temporary bracing shall write a letter to the Engineer certifying that construction of bracing was completed in accordance with the bracing Shop Drawings and meets its approval, prior to placement of concrete, sawcutting, and removal or modification of portions of the structure.

David Hahn

From: David Hahn
Sent: Wednesday, April 29, 2015 4:08 PM
To: blbender@bellsouth.net
Cc: Mario Martinez; Ron Gage
Subject: KWCH- Project #1415 Response to IB#3 KWCH.pdf (70 KB)
Attachments: IB #3 KWCH.pdf

Bert, Good afternoon.

Burke CG, Inc. has reviewed the attached IB #3 and wishes to notify Owner and Designer that it may result in an increase of time and cost.

The IB #3 KWCH, references information that Burke CG, Inc. was not privy too prior to bidding of and now contracted project. This has directly and indirectly affected the demolition schedule, design and installation of the Temporary Bracing System.

Kind Regards,

David J. Hahn – Project Manager

BURKE
Construction Group Inc.

3210 Flager Avenue
Key West, Florida 33040
OFF: 305-916-5050
FAX: 305-468-6654
CELL: 786-376-6088

E-mail dhahn@bcgconstruction.net

Miami-Dade County Office:
10145 N.W. 19th Street
Doral, Florida 33172
OFF: 305-468-6604
FAX: 305-468-6654

REQUEST FOR CHANGE ORDER

☑ OWNER
☑ ARCHITECT
☑ CONTRACTOR
☑ FIELD
☐ SUBCONTRACTOR

BURKE Construction Group Inc.

PROJECT: **KEY WEST CITY HALL - GLYNN ARCHER**
1300 White Street
Key West, Florida 33040

REQUEST FOR CHANGE ORDER NO.: **021**

REQUEST FOR CHANGE ORDER DATE: **11/27/2015**

PROJECTS NO.: **1415**

CONTRACTOR: **Burke Construction Group, Inc.**
3210 Flagler Avenue
Key West, FL 33040

DATE OF CONTRACT: 12/19/2014

Addition of thicken edge to slabs in Breezeways

The Contract is changed as follows:

The response to RFI 56 by AES will require a change in scope of work and additional time to add the thickened edge as described in the drawing returned in RFI 56 AES response. Please see attached CO 007 for Bella.

MODIFICATION REQUIRED BECAUSE EXPECTED FOOTING WAS NON-EXISTENT.

TIME JUSTIFIED. IMPACTED INSTALLATION OF BRIDGE SUPPORT STEEL.

O/C.

1.12.16

Subtotals	$	5,559.10
Contractor Fee: 10%		555.91
Contractor OH: 2.5%		138.98
GL Insurance: 1%		55.59
Bond : 1%		55.59
TOTAL RCO:	**$**	**6,365.17**
CONTRACT TIME INCREASE / (DECREASE):		**7**

Burke Construction Group, Inc.
CONTRACTOR
3210 Flagler Avenue
ADDRESS
Key West, FL 33040

BY *(Signature)*
David J Hahn, Project Manager
(Typed Name)

DATE 11/27/2015

Reservations: This proposal is based solely on the usual cost elements such as labor material and normal markups, and does not include any amount for additional changes in the sequence of work, delays, disruptions, rescheduling, lost productivity, extended or unabsorbed overhead, overtime, acceleration and or impact costs, unless specifically stated. The right is expressly reserved to amend and make claim for any and all of these related items prior to final settlement of this contract.

Request for Information (RFI)

BURKE
Construction Group Inc.

TO:
Bender & Associates Architects p.a.
410 Angela Street
Key West, Florida 33040

FROM:
David J Hahn
3210 Flagler Avenue
Key West, Fl. 33040

Project:
Glynn Archer - Key West City Hall
1300 White Street
Key West, FL 33040

Plan Issue Date:
Permit Set

RFI Number: **56**

Date Sent:	**October 5, 2015**
Requested Reply Date:	**October 10, 2015**
Copies Furnished To:	**Burt Bender**

Project #: **1415**

RFI Description:Bert, Please see attached drawing for reference.
We are requesting some clarification regarding the placement of steel columns along the exterior of Auditorium Walls. There doesn't appear to be a drawing detail or scope for these coulmns.

Please advise.

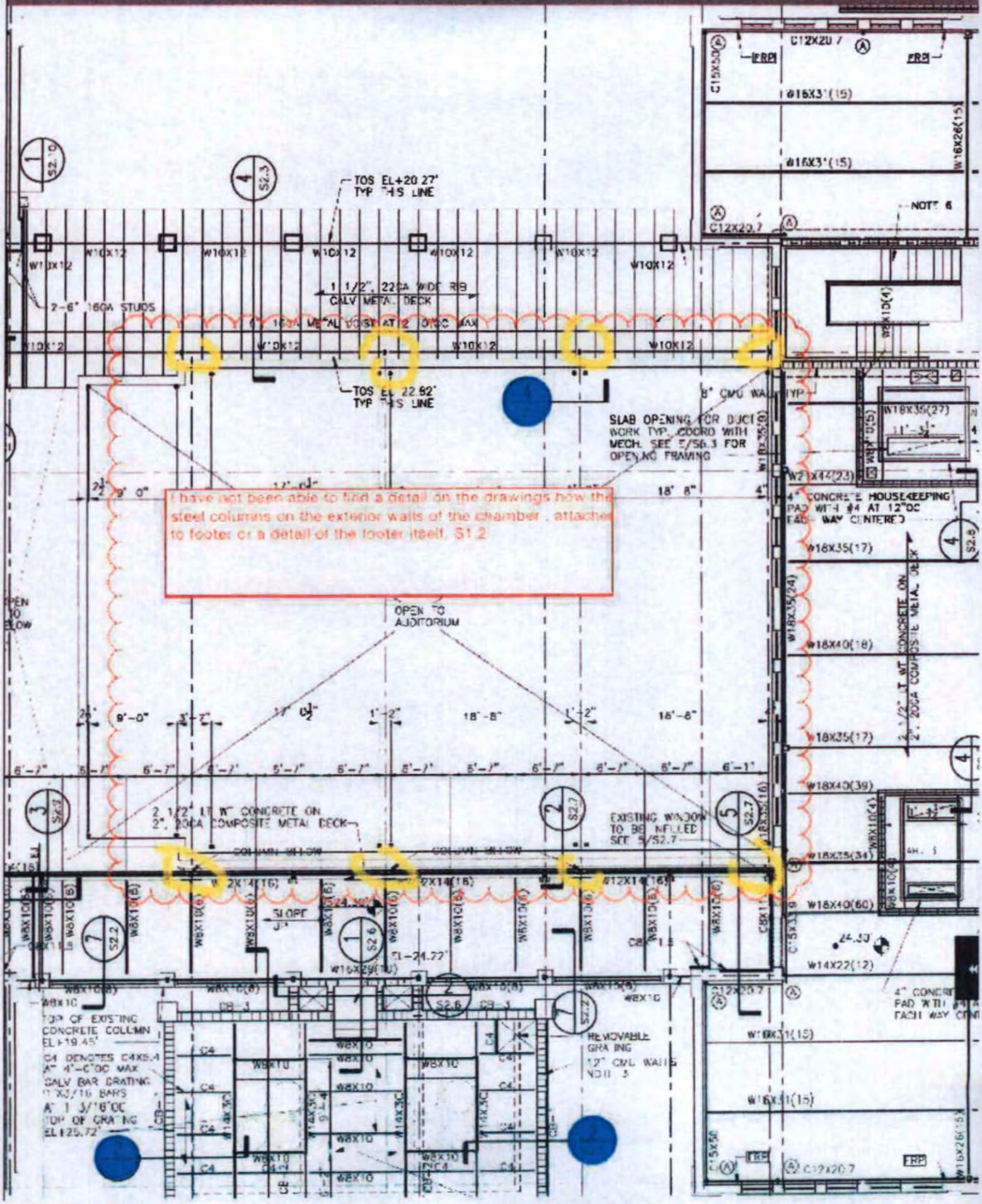
Senders Recommendation: *(recommended solution, cost, and schedule impact)*

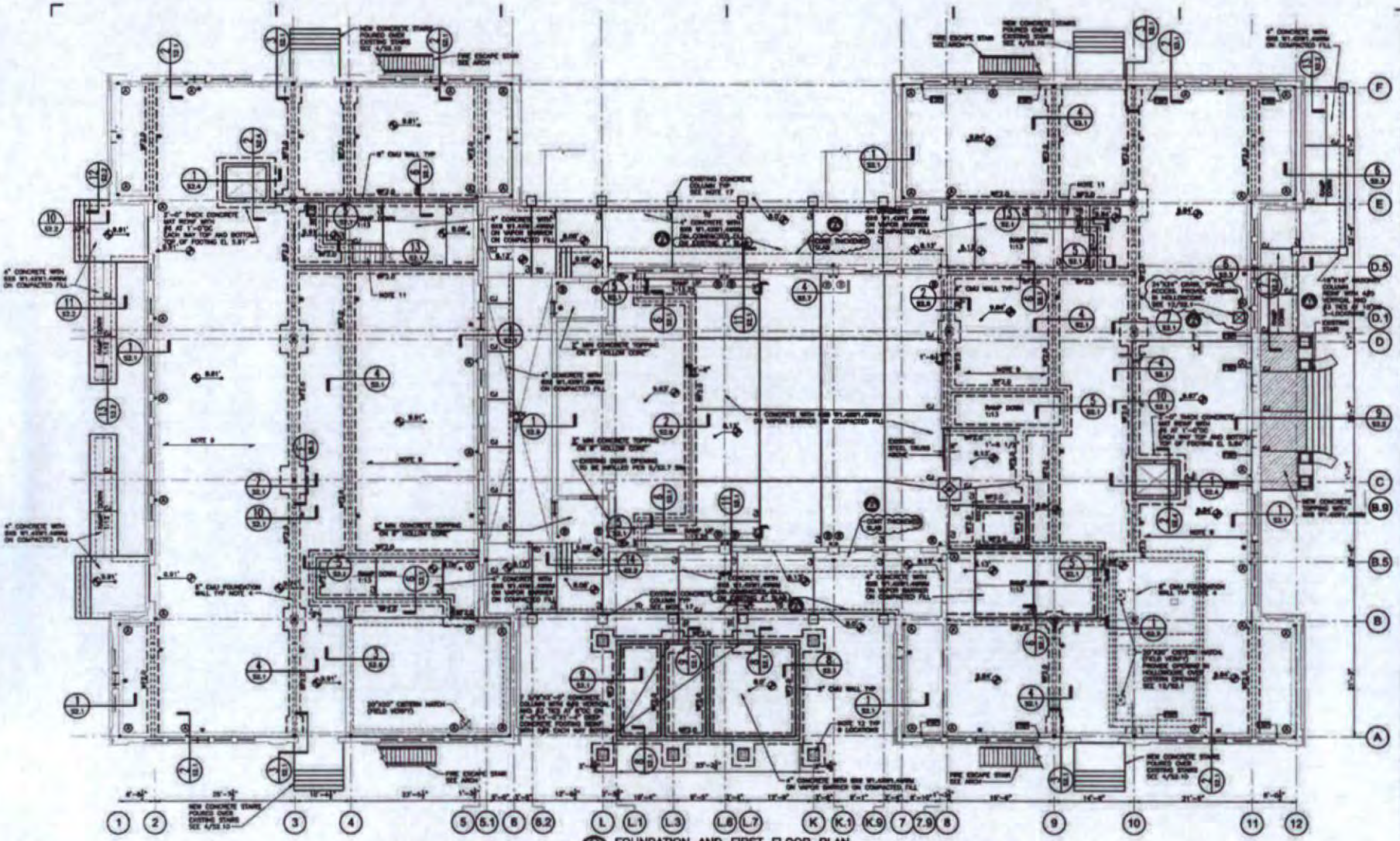
Receiver's Response: *(Provide answer to RFI including cost and schedule considerations.)*
Columns shall bear on thickened slab. See attached revised plan and detail.

- Laney Stoddard, P.E.
Atlantic Engineering Services

SECOND FLOOR FRAMING PLAN

Info





FOUNDATION AND FIRST FLOOR PLAN

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

NOTES:

1. FINISH FLOOR ELEVATION = +9.13' MSD LWD.
2. TOP OF FOOTING ELEVATION 5.00' UNLESS NOTED OTHERWISE. TOP OF EXTERIOR FOOTINGS SHALL BE MINIMUM 5" BELOW FINISH GRADE.
3. STEP FOOTINGS BELOW WATER AND SANITARY PIPES. SEE TYPICAL DETAILS F/S5.1 AND F/S5.1.
4. 8" CMU FOUNDATION WALLS SHALL BE REINFORCED WITH #5 VERTICAL CENTERED AT 1'-4" ON CENTER. FILL ALL REINFORCED CELLS SOLID WITH 3000 PSI GROUT.
5. 8" CMU WALLS AT STAIRS AND ELEVATORS SHALL BE REINFORCED WITH #5 VERTICAL CENTERED AT 4'-0" ON CENTER. FILL ALL REINFORCED CELLS SOLID WITH 3000 PSI GROUT. SEE TYPICAL DETAILS FOR ADDITIONAL REQUIRED REINFORCEMENT.
6. 8" CMU WALLS AT CHILLER BUILDING SHALL BE REINFORCED WITH #5 VERTICAL EACH CELL AT 8" ON CENTER. FILL ALL REINFORCED CELLS SOLID WITH 3000 PSI GROUT. SEE TYPICAL DETAILS FOR ADDITIONAL REQUIRED REINFORCEMENT.
7. WF3.0 = DENOTES 2'-0" WIDE X 1'-0" DEEP CONTINUOUS CONCRETE WALL FOOTING REINFORCED WITH 3-#5 CONTINUOUS TOP AND BOTTOM AND #3 TIES AT 1'-4" ON CENTER. EXTEND CONTINUOUS REBAR MIN 2'-0" INTO ISOLATED COLUMN FOUNDATION. SEE DETAIL L/S5.1 WHERE CONTINUOUS FOOTING ABUTS EXISTING FOOTING.
8. SEE ARCHITECTURAL DRAWINGS FOR HEIGHT, WIDTH, AND LOCATION OF MASONRY WALLS AND WALL OPENINGS.
9. 4" PRESTRESSED, PRECAST, CONCRETE HOLLOWCORE SLAB WITH 2" MINIMUM CONCRETE TOPPING OF 3" REINFORCED WITH #25 = 10.0SHELD WIRE. COORDINATE LOCATION OF ALL FLOOR BOXES TO BE RECESSED INTO TOP OF HOLLOW CORE SLAB.
10. COORDINATE SIZE AND LOCATION OF ELEVATOR SUMP PIT AND PISTON BLOCKOUT WITH ELEVATOR MANUFACTURER. SEE DETAIL A/S3.4.
11. PRE-FABRICATED METAL STAIRS, LANDINGS AND CONNECTIONS TO THE BUILDING STRUCTURE SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER EMPLOYED BY THE STAIR FABRICATOR. SEE ARCHITECTURAL DRAWINGS FOR DIAGRAMS AND DETAILS.
12. 24" X 24" CONCRETE COLUMN REINFORCED WITH 16#5 VERTICAL AND #3 TIES AT 12" ON CENTER ON 4'-0" X 4'-0" X 1'-0" DEEP CONCRETE FOOTING REINFORCED WITH 3-#5 EACH WAY BOTTOM.
13. (C) = DENOTES MS13X31/16 JT PERIMETER WALL. SEE WALL SECTIONS AND DETAILS.
14. (D) = DENOTES MS13X31/8 ON 3/4"X4"X6" BASE PLATE. SECURE TO EXISTING FOUNDATION WITH 2-3/4"X7in ADHESIVE ANCHORS MIN 6" EMBED. SECURE TO EXISTING STEEL COLUMN WITH 2-3/4"X7in ADHESIVE ANCHORS MIN 4" EMBED. 3-3/4"X7in ADHESIVE ANCHORS MIN 4" EMBED EACH SIDE AT MID-HEIGHT.
15. CJ = DENOTES CONSTRUCTION/CONTRACTION JOINT. SEE DETAILS A AND D ON S3.1.
16. TD = DENOTES TURN-DOWN SLAB. SEE DETAIL S/S5.1.
17. (E) = DENOTES LOCATION WHERE EXISTING STEEL COLUMN TYPE 1 STIRRUP (OR EQUIVALENT) WRAP WITH 4#5 VERTICAL EACH SIDE OF COLUMN. INSTALL SHIM BRACE HOLLOW COLUMN FOR FULL HEIGHT OF COLUMN. INSTALL STIRRUPS WITH SIKADUR 30 (OR EQUIVALENT) AND WRAP WITH SIKADUR 330 AND SIKADUR 300 (OR EQUIVALENT) FOR WRAP INSTRUCTIONS. CARBON FIBER SHALL BE INSTALLED BY AN INSTALLER CERTIFIED BY THE CARBON FIBER MANUFACTURER.
18. (F) = DENOTES LOCATION WHERE EXISTING STEEL COLUMN TYPE 2 STIRRUP (OR EQUIVALENT) EACH FACE OF WALL MINIMUM 2" FROM EDGE OF OPENING. STIRRUPS SHALL BE CONTINUOUS FOR FULL HEIGHT OF WALL FLOOR-TO-FLOOR FROM JUST BELOW ROOF DECKING TO GROUND FLOOR LEVEL. INSTALL STIRRUPS WITH SIKADUR 30 (OR EQUIVALENT) FOR WRAP. FOLLOW INSTALLATION GUIDELINES. CARBON FIBER SHALL BE INSTALLED BY AN INSTALLER CERTIFIED BY THE CARBON FIBER MANUFACTURER.
19. * DESIGNATES FOUNDATION WALL OPENING. SEE 16/S2.1.

AEB

PERMIT SET

KEY WEST CITY HALL AT GLYNN ARCHER

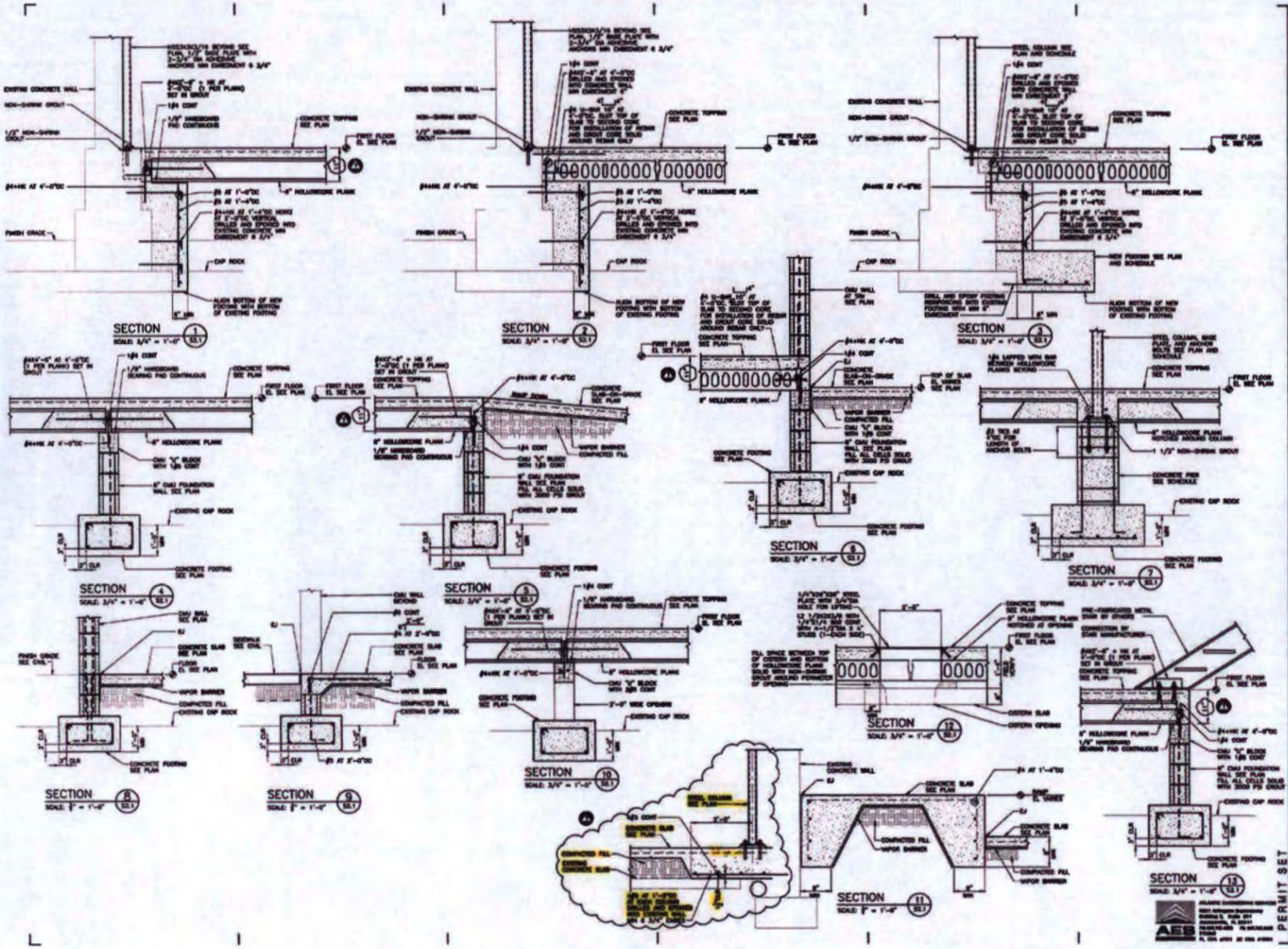
1302 WHITE STREET KEY WEST, FLORIDA
CITY OF KEY WEST

Bender & Associates ARCHITECTS P.A.

FOUNDATION AND FIRST FLOOR PLAN

S1.1

5 OF 29



KEY WEST CITY HALL
AT GLYNN ARCHER
1302 WHITE STREET KEY WEST, FLORIDA
CITY OF KEY WEST

Bender & Associates ARCHITECTS P.A.

S2.1
10 OF 23

Bella Construction of Key West, Inc.
CGC 1518284
35 Diamond Drive
Key West, FL 33040
Ofc (305) 292-9888
Fax (305) 292-9880
dick@concretebella.com

COVER SHEET

Date:	October 21, 2015	Change Order Request No.:	7
To:	Burke Construction Group	From:	Richard Szurek
Attn:	David Hahn	Re:	Key West City Hall 1300 White Street Key West, FL 33040
Email:	dhahn@bcgconstruction.com		

David,
Attached is the change requested for adding thickened slab at links for steel columns RFI # 56.

Thank you,

Richard Szurek
305-292-9888

BELLA CONSTRUCTION OF KEY WEST, INC.

PROJECT: Key West City Hall
SUBCONTRACT NO.: 586
DATE: 10/21/2015
CHANGE ORDER REQUEST NO.: 7
DESCRIPTION: **Add Thickened Edge at Link per RFI #56**

LABOR DESIGNATION	Rate	OT Rate	Reg. Hrs.	OT Hrs.	Reg. Cost	OT Cost	Total Cost
LABOR	$35.00	$52.50	29		$1,015.00	$0.00	$1,015.00
		$0.00			$0.00	$0.00	$0.00
		$0.00			$0.00	$0.00	$0.00
		$0.00			$0.00	$0.00	$0.00
						LABOR SUBTOTAL	$1,015.00

MATERIALS	Quantity	Unit	Unit Price				
Rebar	1238#	.50 #	$619.00				$619.00
Epoxy	1	Case	$700.00				$700.00
Concrete	6	c.y.	$250.00				$1,500.00
							$0.00
							$0.00
						MATERIAL SUBTOTAL	$2,819.00

EQUIPMENT	Oper.Rate	Idle Rate	Oper. Hrs.	Idle Hrs	Oper.Cost	Idle Cost	Total
Backhoe	$125.00		8		$1,000.00	$0.00	$1,000.00
					$0.00	$0.00	$0.00
					$0.00	$0.00	$0.00
						EQPT. SUBTOTAL	$1,000.00

SUBCONTRACTOR		Quantity		Unit Price			
							$0.00
						SUBCONTRACTOR SUBTOTAL	$0.00

MISCELLANEOUS ITEM		Quantity		Unit Price			
							$0.00
						MISC. ITEM SUBTOTAL	$0.00

NOTES:

Add thickened slab with rebar at links for columns figured at 165'x3'x4" added rebar, epoxy and labor add fill 5'x4"x165' planned on using fill on site.

Note Concrete extra yardage is 6 CY no material figured in my proposal

SUBCONTRACTOR		$0.00
LABOR		$1,015.00
EQUIPMENT		$1,000.00
MATERIAL		$2,819.00
SUBTOTAL		$4,834.00
OH & P Markup, 15%		$725.10
SUBTOTAL W/Markup		$5,559.10
LIABILITY & BOND		$0.00
GRAND TOTAL	$	5,559.10

REQUEST FOR CHANGE ORDER

☑ OWNER
☑ ARCHITECT
☑ CONTRACTOR
☑ FIELD
☐ SUBCONTRACTOR

BURKE Construction Group Inc.

PROJECT: **KEY WEST CITY HALL - GLYNN ARCHER**
1300 White Street
Key West, Florida 33040

REQUEST FOR CHANGE ORDER NO.: **022**

REQUEST FOR CHANGE ORDER DATE: **11/27/2015**

PROJECTS NO.: **1415**

CONTRACTOR: **Burke Construction Group, Inc.**
3210 Flagler Avenue
Key West, FL 33040

DATE OF CONTRACT: 12/19/2014

The Contract is changed as follows:

Additional Concrete Used Foundations, 2nd Floor Deck & Roof Metal Deck Deflection Bldg. A, B, & Bridge

The following is a break down of the additional concrete placed at foundations Bldg. A & B. Also the additional concrete placed to make up the deflection of 2nd Floor, Metal Floor Decks and Metal Roof Decks.
Please refer to RFI 033 Response.

Foundations: 33.42 Cubic Yards 3057HC @ 176.75 = 5906.99

Deflection: 21.57 Cubic Yards 40LW @ 250.00 = 5392.50 MY CALCULATIONS DON'T JUSTIFY THIS.

Wing A Second Flr Topping Slab	5.0 CY
Wing A Rooftop Topping Slab	5.25 CY
Wing B Second Flr Topping Slab	4.75 CY
Wing B Rooftop Topping Slab	5.09 CY

FOUNDATIONS ALLOWED
DECK DEFLECTION DENIED.
TIME ALLOWED 1.18.2016

5906.99	Subtotals	$ 11,299.49
590.70	Contractor Fee: 10%	1129.95
147.67	Contractor OH: 2.5%	282.49
59.07	GL Insurance: 1%	112.99
59.07	Bond : 1%	112.99
6763.50	**TOTAL RCO:**	$ ~~12,937.92~~
	CONTRACT TIME INCREASE / (DECREASE):	2

Burke Construction Group, Inc.
CONTRACTOR
3210 Flagler Avenue
ADDRESS
Key West, FL 33040

Reservations: This proposal is based solely on the usual cost elements such as labor material and normal markups, and does not include any amount for additional changes in the sequence of work, delays, disruptions, rescheduling, lost productivity, extended or unabsorbed overhead, overtime, acceleration and or impact costs, unless specifically stated. The right is expressly reserved to amend and make claim for any and all of these related items prior to final settlement of this contract.

BY *(Signature)*
David J Hahn, Project Manager
(Typed Name)

DATE 11/27/2015

Request for Information (RFI)

BURKE
Construction Group Inc.

TO:
Bender & Associates Architects p.a.
410 Angela Street
Key West, Florida 33040

FROM:
David J Hahn
3210 Flagler Avenue
Key West, Fl. 33040

Project:
Glynn Archer - Key West City Hall
1300 White Street
Key West, FL 33040

Plan Issue Date:
Permit Set

RFI Number: 033

Date Sent:	June 2, 2015
Requested Reply Date:	June 3, 2015
Copies Furnished To:	Burt Bender

Project #: 1415

RFI Description: **Foundation changes Bldg.B**

Bert, Were still waiting for the drawing from Mark. To keep things moving see the attached RFI from Bella.

Senders Recommendation: *(recommended solution, cost, and schedule impact)*

Receiver's Response: *(Provide answer to RFI including cost and schedule considerations.)*

THE DETAIL WAS ISSUED ON MAY 29, 2015
SEE ATTACHED.

6.8.15

AES
ATLANTIC ENGINEERING SERVICES

6501 Arlington Expy.
Building B, Suite 201
Jacksonville, FL 32211
PH: 904.743.4633
FX: 904.725.9296
jax@aesnj.com
www.aesnj.com

Confirmation of Telephone Conversation

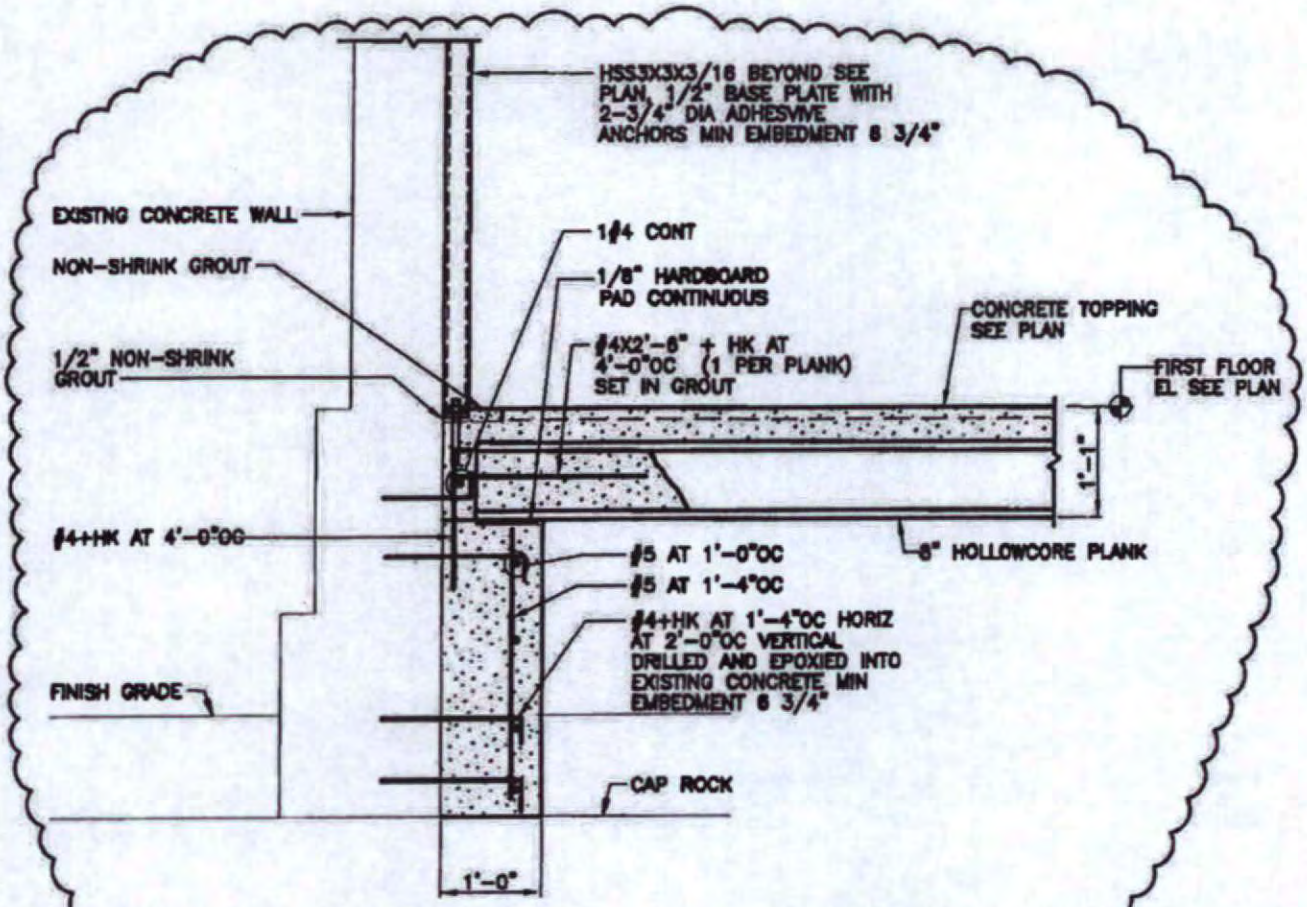
Date:	05-29-15		**Project:**	Key West City Hall at Glynn Archer	
Time:	9:30 am		**Project No.:**	312-295	
Telephone No.:	(305) 296-1347		**Call:**	[] **Placed**	[x] **Received**
I,	Mark J. Keister, P.E.	**spoke with**	Bert L. Bender, RA, Ron Gage, Kreed Howell and Dick Szurek		
of	Bender & Associates, Architects; Burke Construction Group, Inc.; City of Key West and Bella Construction	**regarding**	Building B Perimeter Foundations		

Comments:

The Building B perimeter walls are not stepped on the inside at their bases like Building A and they do not bear on foundations in the hard cap rock but bear directly on the hard cap rock. As discussed, to accommodate the hollowcore plank first floor framing, thicken the foundation walls on the inside 1'-0" minimum as shown in the attached sketches and bear the new concrete, like the foundation walls, directly on the hard cap rock.

Mark J. Keister, P.E.
Principal

Lic. 37435



SECTION AT BUILDING "B" (1 / S2.10)

SCALE: 3/4" = 1'-0"

MARK J KEISTER PE 37435

SHEET TITLE	SCALE	REVISION	DATE
SECTION	AS NOTED	RFI#30	05/29/15

AES
6501 Arlington Expressway
Building B, Suite 201
Jacksonville, FL 32211
PH: 904.743.4633 FX: 904.725.9295
FL COA #791 SC COA #1691

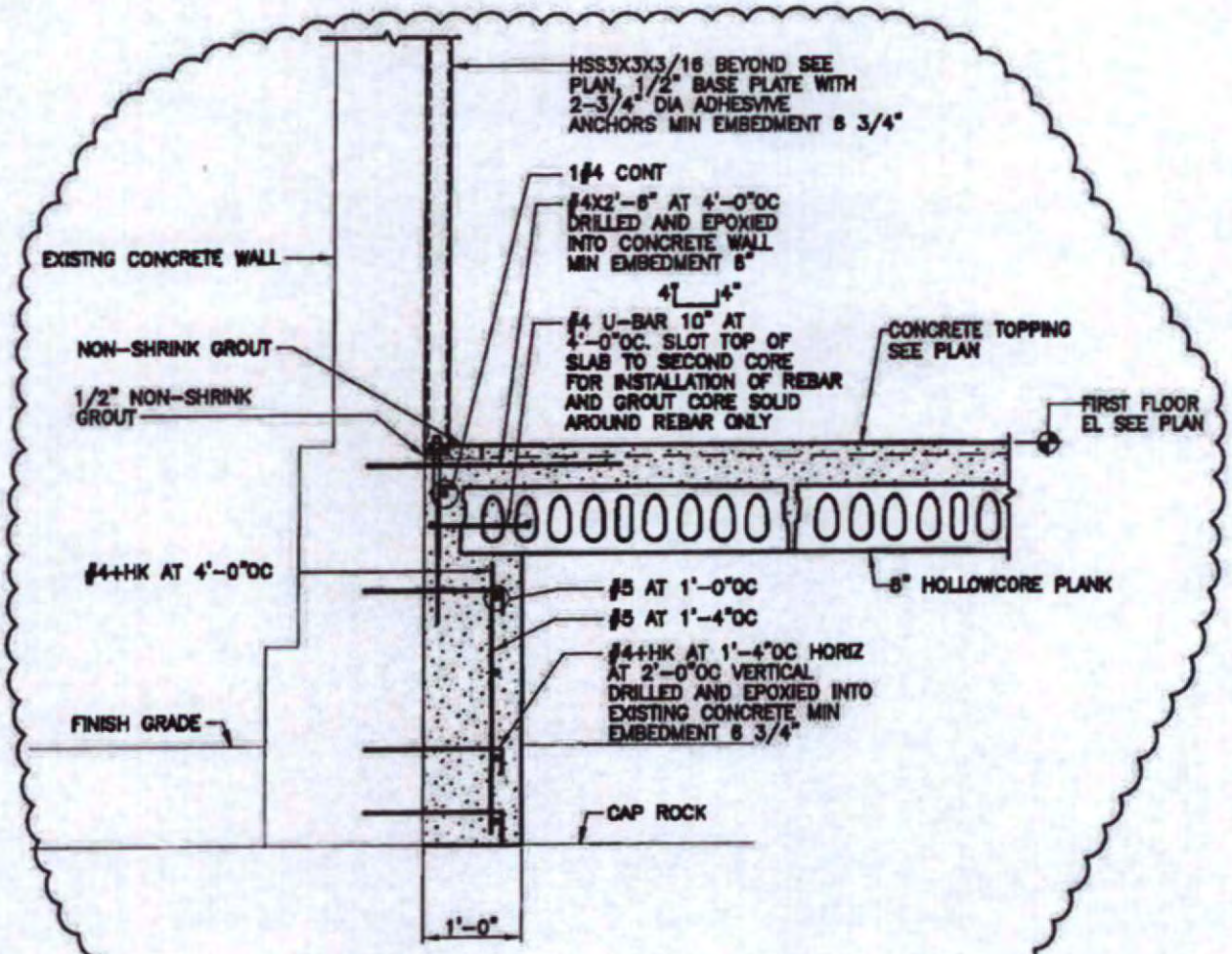
PROJECT: KEY WEST CITY HALL AT GLENN ARCHER

CITY OF KEY WEST

PROJECT NO. 312-295

WORK W/ SHEET S2.10

SKETCH NO. SK-10



SECTION AT BUILDING "B" (2 / S2.10)

SCALE: 3/4" = 1'-0"

MARK J KEISTER PE 37435

SHEET TITLE	SCALE	REVISION	DATE
SECTION	AS NOTED	RFI#30	05/29/15

AES
6501 Arlington Expressway
Building B, Suite 201
Jacksonville, FL 32211
PH: 904.743.4633 FX: 904.725.9295
FL COA #791 SC COA #1691

PROJECT: KEY WEST CITY HALL AT GLENN ARCHER

CITY OF KEY WEST

PROJECT NO. 312-295

WORK W/ SHEET S2.10

SKETCH NO. SK-11

BELLA CONSTRUCTION OF KEY WEST, INC.

REQUEST FOR INFORMATION

RFI# : 00004
DATE: 6/2/2015

CONTRACT TITLE: Key West City Hall #586
ATTENTION: David Hahn
REFERENCE: SPEC/DRAWINGS/LOCATION Attached Drawing 2/S2.1 B Building

QUESTIONS / CONCERNS / CLARIFICATIONS:

The detail on the drawing does not match what is actually there. The footing width varies from 18" +to 24"+

Can we install the new foundation on the existing footings per the attached drawing.

These dimensions makes the rebar work.

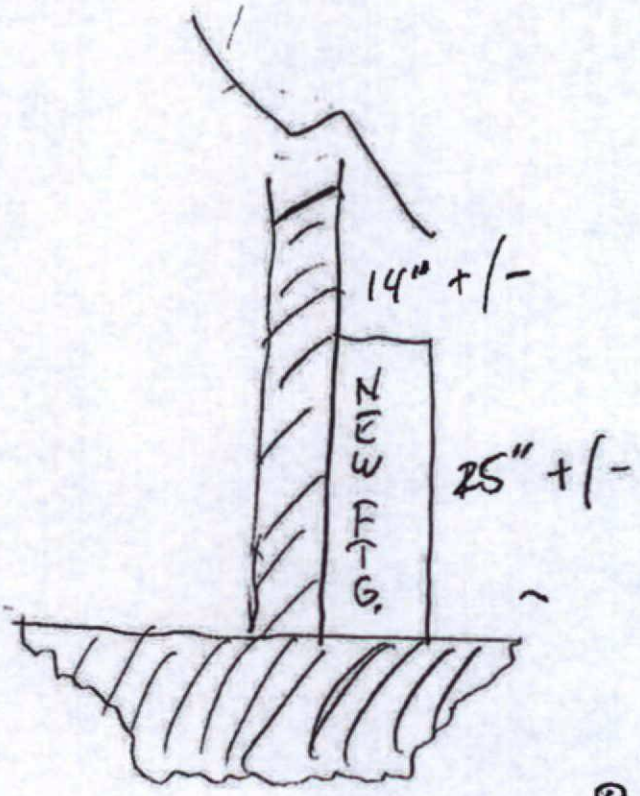
REQUIRED RESPONSE DATE: ASAP
IMPACT:
SUBMITTED BY: Richard Szurek

RESPONSE

SEND RESPONSE SECTION BACK BY RESPONSE DATE ABOVE
DATE:
RESPONSE:

RFP REQUEST: YES NO
RESPONSE BY:
TITLE:
COPY TO:
TITLE:

Ofc: (305) 292-9888 35 Diamond Drive, Key West, FL 33040 Fax: (305) 292-9880



EXISTING FOOTING B

REQUEST FOR CHANGE ORDER

☑ OWNER
☑ ARCHITECT
☑ CONTRACTOR
☑ FIELD
☐ SUBCONTRACTOR

BURKE Construction Group Inc.

PROJECT: **KEY WEST CITY HALL - GLYNN ARCHER**
1300 White Street
Key West, Florida 33040

REQUEST FOR CHANGE ORDER NO.: **023**

REQUEST FOR CHANGE ORDER DATE: **11/27/2015**

PROJECTS NO.: **1415**

CONTRACTOR: **Burke Construction Group, Inc.**
3210 Flagler Avenue
Key West, FL 33040

DATE OF CONTRACT: 12/19/2014

The Addition of Transoms to Entry Doors in Bldg B.
Door Openings #152, 130B (Type D Door) to Type E

The Contract is changed as follows:

This increase in contract amount and time is in referenced to RFI 026 which describes the new requirements for door openings #152, 130B (Type D Door). The use of (Type E Door) is required to fill the Historic opening. Please see attached RFI 026 Response and CO request from ASP for additional materials and labor for installation.

COST ALLOWABLE -

NEED TO ESTABLISH IMPACT TO THE CRITICAL PATH TO ALLOW TIME.

TIME DENIED 1.19.2016

1.13.16

Subtotals	$	3,216.80
Contractor Fee: 10%		321.68
Contractor OH: 2.5%		80.42
GL Insurance: 1%		32.17
Bond : 1%		32.17
TOTAL RCO:	**$**	**3,683.24**

CONTRACT TIME INCREASE / (DECREASE): 2

Burke Construction Group, Inc.
CONTRACTOR
3210 Flagler Avenue
ADDRESS
Key West, FL 33040

BY *(Signature)*
David J Hahn, Project Manager
(Typed Name)

DATE 11/27/2015

Reservations: This proposal is based solely on the usual cost elements such as labor material and normal markups, and does not include any amount for additional changes in the sequence of work, delays, disruptions, rescheduling, lost productivity, extended or unabsorbed overhead, overtime, acceleration and or impact costs, unless specifically stated. The right is expressly reserved to amend and make claim for any and all of these related items prior to final settlement of this contract.

Request for Information (RFI)

BURKE Construction Group Inc.

TO:
Bender & Associates Architects p.a.
410 Angela Street
Key West, Florida 33040

FROM:
David J Hahn
3210 Flagler Avenue
Key West, Fl. 33040

Project:
Glynn Archer - Key West City Hall
1300 White Street
Key West, FL 33040

Plan Issue Date:
Permit Set

RFI Number: 026

Date Sent:	May 7, 2015
Requested Reply Date:	May 13, 2015
Copies Furnished To:	Burt Bender

Project #: 1415

RFI Description:
Bert, We have discovered that door openings 130B & 152 on page A2.1B of the plans have much greater heights in the field. The described door height is 7' on page A11.0. But the field measurements are 9'-11". We are unable to find a detail for this specific doors or a Transom for these doors on the plans. Please let me know on how we should proceed.
SEE ATTACHED

Schedule Impact Associated with RFI: (List Activity #) Unknown

Senders Recommendation: *(recommended solution, cost, and schedule impact)*
Add a Transom to Spec. Doors. Yes the schedule will be impacted and there will be additional cost to be determined.

Receiver's Response: *(Provide answer to RFI including cost and schedule considerations.)*
YOUR RECENT DEMOLITION UNCOVERED A LARGER OPENING THAN WAS VISIBLE PREVIOUSLY. WE HAVE DETERMINED THAT THE LARGER OPENING IS THE HISTORIC OPENING AT DOORS 152 AND 130 B, USE A TYPE "E" DOOR IN LIEU OF THE SPECIFIED TYPE "D" DOOR.

5.13.15

David Hahn

From:	Jovan Rodriguez <jovan@aspwindows.com>
Sent:	Wednesday, May 20, 2015 6:27 PM
To:	David Hahn
Cc:	Ricky Sandoval
Subject:	Re: KWCH- Project #1415 RFI 026

David,

The added cost for adding the Transoms to these doors is $3,216.80.

Mark 152: $1,608.40
Mark 130B: $1,608.40

Total added cost = **$3,216.80 (Materials & Installation)**

Thanks,

--

ASP
Windows and Doors
It Just Makes Sense

Jovan Rodriguez
ASP Windows and Doors
10801 NW 14 Street #103 | Miami, FL 33172
jovan@aspwindows.com | www.aspwindows.com

Mobile | 305-525-6026

On Mon, May 18, 2015 at 5:24 PM, David Hahn <dhahn@bcgconstruction.net> wrote:

Jovan, As we spoke of this RFI this afternoon (see attached) the directive is in lieu the spec'd doors in door openings 152, 130B (Type D Door). Use of a Type E Door is required to fit the Historic opening.

If you need to discuss this matter please contact me.

Kind Regards,

David J. Hahn – Project Manager

REQUEST FOR CHANGE ORDER

☑ OWNER
☑ ARCHITECT
☑ CONTRACTOR
☑ FIELD
☐ SUBCONTRACTOR

BURKE Construction Group Inc.

PROJECT: **KEY WEST CITY HALL - GLYNN ARCHER**
1300 White Street
Key West, Florida 33040

REQUEST FOR CHANGE ORDER NO.: **024**

REQUEST FOR CHANGE ORDER DATE: **11/27/2015**

PROJECTS NO.: **1415**

CONTRACTOR: **Burke Construction Group, Inc.**
3210 Flagler Avenue
Key West, FL 33040

DATE OF CONTRACT: 12/19/2014

Weather Delays, Lost Production, and Disruptions

The Contract is changed as follows:

This increase in contract time is for delays, lost productivity, and disruptions due to Weather.
5 days of lost production to placing steel, welding, and placing concrete due to high winds and very heavy rain.
7/23, 9/17, 9/23, 12/03, and 12/04

5 days Hurricane Erika Readiness Implementation, Shut down project, removed Crane.
08/27 thru 08/31

OK.
DOCUMENTED W/
WEATHER SERVICE RECORDS

TOTAL RCO: $ -
CONTRACT TIME INCREASE / (DECREASE): 10

Burke Construction Group, Inc.
CONTRACTOR
3210 Flagler Avenue
ADDRESS
Key West, FL 33040

BY *(Signature)*
David J Hahn, Project Manager
(Typed Name)

DATE 11/27/2015

Reservations: This proposal is based solely on the usual cost elements such as labor material and normal markups, and does not include any amount for additional changes in the sequence of work, delays, disruptions, rescheduling, lost productivity, extended or unabsorbed overhead, overtime, acceleration and or impact costs, unless specifically stated. The right is expressly reserved to amend and make claim for any and all of these related items prior to final settlement of this contract.

REQUEST FOR CHANGE ORDER

☑ OWNER
☑ ARCHITECT
☑ CONTRACTOR
☑ FIELD
☐ SUBCONTRACTOR

BURKE Construction Group Inc.

PROJECT: **KEY WEST CITY HALL - GLYNN ARCHER**
1300 White Street
Key West, Florida 33040

REQUEST FOR CHANGE ORDER NO.: **025**

REQUEST FOR CHANGE ORDER DATE: **11/27/2015**

PROJECTS NO.: **1415**

CONTRACTOR: **Burke Construction Group, Inc.**
3210 Flagler Avenue
Key West, FL 33040

DATE OF CONTRACT: 12/19/2014

The addition of Steel Access Hatch & Angle Iron

The Contract is changed as follows:

This increase in contract amount and time is in reference to IB# 07 which describes that a additional Access Opening Frame and Steel Hatch in the floor of Room 100B Bldg. A, and Reference RFI 30 Response the addition of an Angle Iron and Epoxy Bolts to support Precast Hollow Core Slabs at Cistern.

Frame and Steel Hatch - installed
Angle Iron and Threaded Bolts- installed

OK

TIME ALLOWED
1.18.2016

OK - COST VERIFIED.
IMPACT TO CRITICAL PATH CONFIRMED

1.13.16

Subtotal	$	1,590.00
Contractor Fee: 10%		159.00
Contractor OH: 2.5%		39.75
GL Insurance: 1%		15.90
Bond : 1%		15.90
TOTAL RCO:	**$**	**1,820.55**
CONTRACT TIME INCREASE / (DECREASE):		**1**

Burke Construction Group, Inc.
CONTRACTOR
3210 Flagler Avenue
ADDRESS
Key West, FL 33040

BY *(Signature)*
David J Hahn, Project Manager
(Typed Name)

DATE 11/27/2015

Reservations: This proposal is based solely on the usual cost elements such as labor material and normal markups, and does not include any amount for additional changes in the sequence of work, delays, disruptions, rescheduling, lost productivity, extended or unabsorbed overhead, overtime, acceleration and or impact costs, unless specifically stated. The right is expressly reserved to amend and make claim for any and all of these related items prior to final settlement of this contract.

INFORMATION BULLETIN (IB)

PROJECT:	**Key West City Hall at Glynn Archer**	**INFORMATION BULLETIN NO. Seven (7)**
		DATE OF ISSUANCE: July 15, 2015
		CONTRACT FOR: Renovation
OWNER:	**City of Key West**	
		CONTRACT DATED: Dec 30, 2014
		ARCHITECT'S PROJECT NO. 1305
TO CONTRACTOR:	**Burke Construction Group, Inc.** **3210 Flagler Ave.** **Key West, FL 33040**	**ARCHITECT:** **Bender & Associates Architects, P.A.** **410 Angela Street** **Key West, FL 33040**

If the Contractor believes that the information contained herein will result in a change in the contract time or amount, Contractor must submit a written Request for Change Order within fifteen (15) days of the date of issuance of this I.B.

Provide a 24 inch square access hole to the crawl space at Building A through the floor. Locate the hole in the reception space, Room 100B.

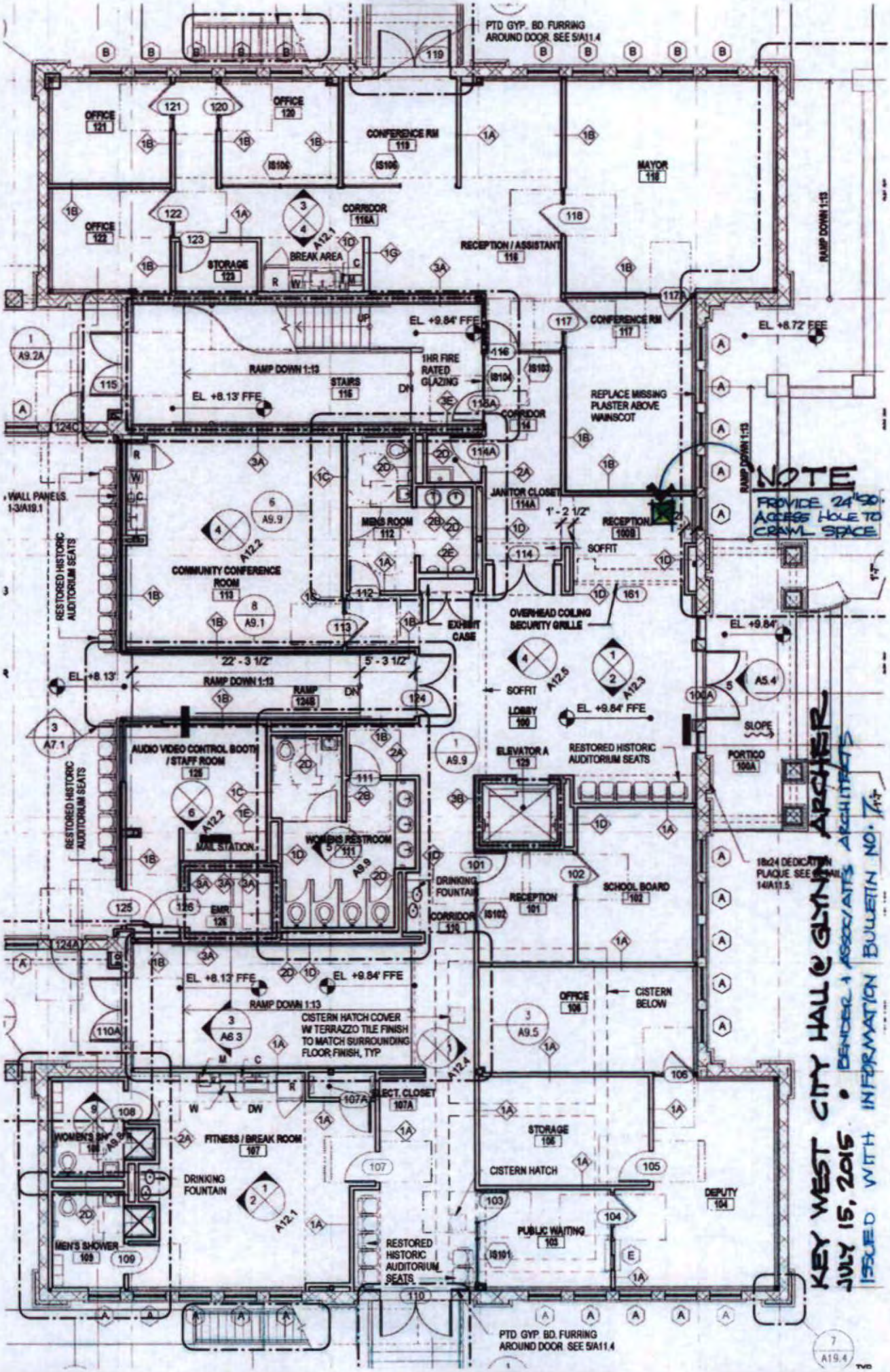
Two sketches are attached identifying the location: an architectural plan and the prestress plank shop drawing plan. Details of the access panel will follow at a later date.

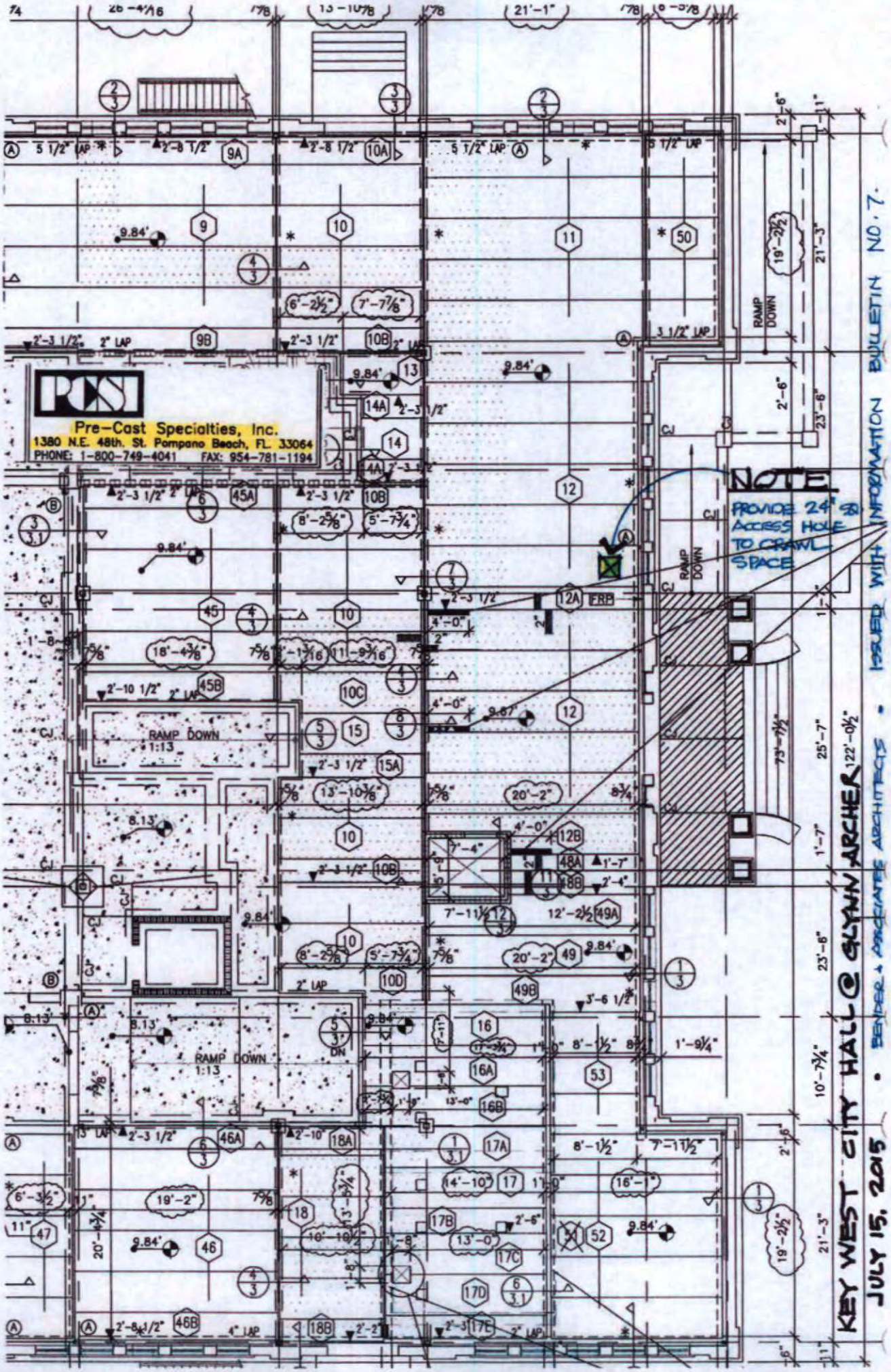
BENDER & ASSOCIATES ARCHITECTS, P.A.

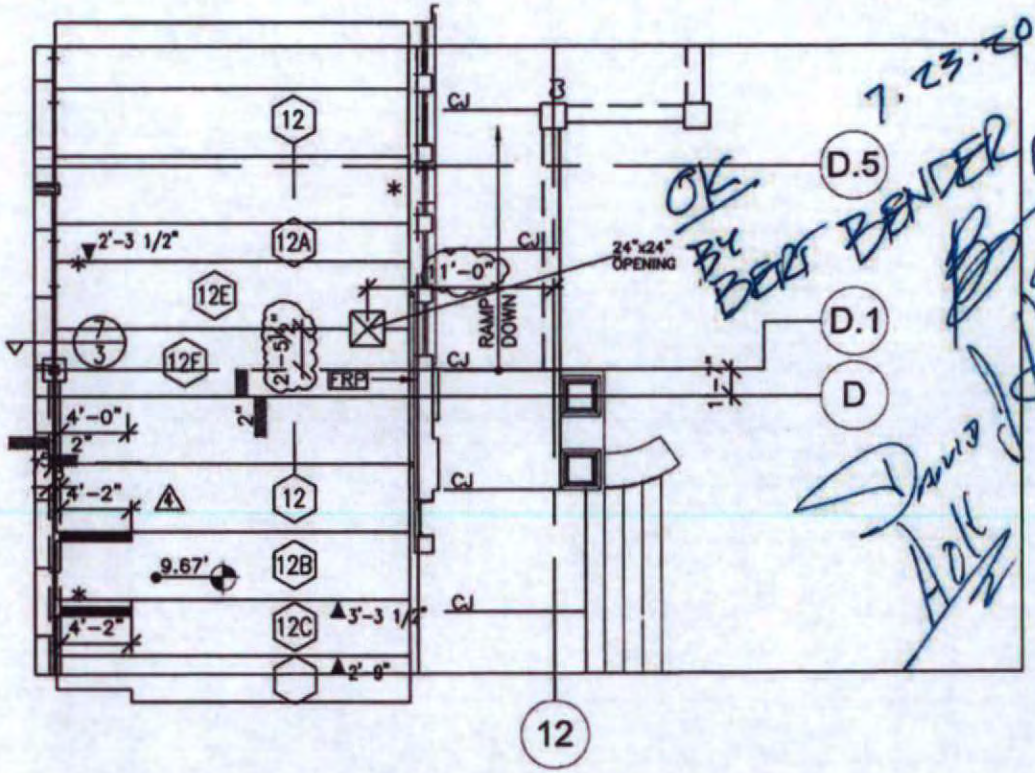
by: Bert Bender, Bender & Associates Architects

cc: Kreed Howell, Javier Torres, Mark Keister, Laney Stoddard, Niels Hubbell

Attachments: Two (2) 11 x 17" sketches, Architectural plan and Pre-Cast Specialties, Inc. plan


PTD GYP. BD. FURRING AROUND DOOR. SEE 5/A11.4
OFFICE 121
OFFICE 120
CONFERENCE RM 119
MAYOR 118
OFFICE 122
CORRIDOR 116A
STORAGE 123
BREAK AREA
RECEPTION / ASSISTANT 116
RAMP DOWN 1:13
EL. +9.84' FFE
CONFERENCE RM 117
EL. +8.72' FFE
RAMP DOWN 1:13
STAIRS 115
1HR FIRE RATED GLAZING
EL. +8.13' FFE
CORRIDOR 114
REPLACE MISSING PLASTER ABOVE WAINSCOT
NOTE
PROVIDE 24"SQ. ACCESS HOLE TO CRAWL SPACE
WALL PANELS 1-3/A19.1
JANITOR CLOSET 114A
MENS ROOM 112
RECEPTION 100B
SOFFIT
COMMUNITY CONFERENCE ROOM 113
RESTORED HISTORIC AUDITORIUM SEATS
EXHIBIT CASE
OVERHEAD COILING SECURITY GRILLE
EL. +9.84'
22' - 3 1/2"
5' - 3 1/2"
EL. +8.13'
RAMP DOWN 1:13
RAMP 124B
SOFFIT
LOBBY 100
EL. +9.84' FFE
SLOPE
PORTICO 100A
AUDIO VIDEO CONTROL BOOTH / STAFF ROOM 125
ELEVATOR A 129
RESTORED HISTORIC AUDITORIUM SEATS
MAIL STATION
WOMENS RESTROOM 111
DRINKING FOUNTAIN
RECEPTION 101
SCHOOL BOARD 102
18x24 DEDICATION PLAQUE. SEE DETAIL 14/A11.5.
EMR 126
CORRIDOR 110
EL. +8.13' FFE
EL. +9.84' FFE
RAMP DOWN 1:13
CISTERN HATCH COVER W/ TERRAZZO TILE FINISH TO MATCH SURROUNDING FLOOR FINISH, TYP
OFFICE 106
CISTERN BELOW
ELECT. CLOSET 107A
WOMEN'S SHOWER 108
FITNESS / BREAK ROOM 107
STORAGE 106
CISTERN HATCH
DRINKING FOUNTAIN
DEPUTY 104
PUBLIC WAITING 103
MEN'S SHOWER 109
RESTORED HISTORIC AUDITORIUM SEATS
PTD GYP. BD. FURRING AROUND DOOR. SEE 5/A11.4
KEY WEST CITY HALL @ GLYNN ARCHER
JULY 15, 2015 • BENDER + ASSOCIATES ARCHITECTS
ISSUED WITH INFORMATION BULLETIN NO. 7


Pre-Cast Specialties, Inc.
1380 N.E. 48th. St. Pompano Beach, FL. 33064
PHONE: 1-800-749-4041 FAX: 954-781-1194
NOTE
PROVIDE 24" ø ACCESS HOLE TO CRAWL SPACE
RAMP DOWN 1:13
RAMP DOWN
KEY WEST CITY HALL @ GLYNN ARCHER
JULY 15, 2015 • BENDER + ASSOCIATES ARCHITECTS • ISSUED WITH INFORMATION BULLETIN NO. 7.



OK BY BERT BENDER, ARCHITECT 7.23.2015

7-24-15

GROUND LEVEL

PRE-CAST/PRESTRESS ENGR.
JOHN P McGREW P.E.
FLORIDA P.E. NO: 26641

ENGR.	DATE	SEAL	PCI Precast/Prestressed Concrete Institute	PROJECT: KEY WEST CITY HALL, KEY WEST, FL.	APPROVED DATE	SHEET NO.	WO#:
					07/10/15	2	P-15-5989
CHECKED J.C.	DATE 07/13/15			CONTR.: BURKE CONSTRUCTION GROUP, INC. TEL.: (305) 468-6604	PCSI Pre-Cast Specialties, Inc. 1380 N.E. 48th. St. Pompano Beach, FL. 33064 PHONE: 1-800-749-4041 FAX: 954-781-1194		
DRAWN O.M.	DATE 03/05/15						

Request for Information (RFI)

BURKE
Construction Group Inc.

TO:
Bender & Associates Architects p.a.
410 Angela Street
Key West, Florida 33040

FROM:
David J Hahn
3210 Flagler Avenue
Key West, Fl. 33040

Project:
Glynn Archer - Key West City Hall
1300 White Street
Key West, FL 33040

Plan Issue Date:
Permit Set

RFI Number: **030**

Date Sent:	May 19, 2015
Requested Reply Date:	May 24, 2015
Copies Furnished To:	Burt Bender

Project #: **1415**

RFI Description:

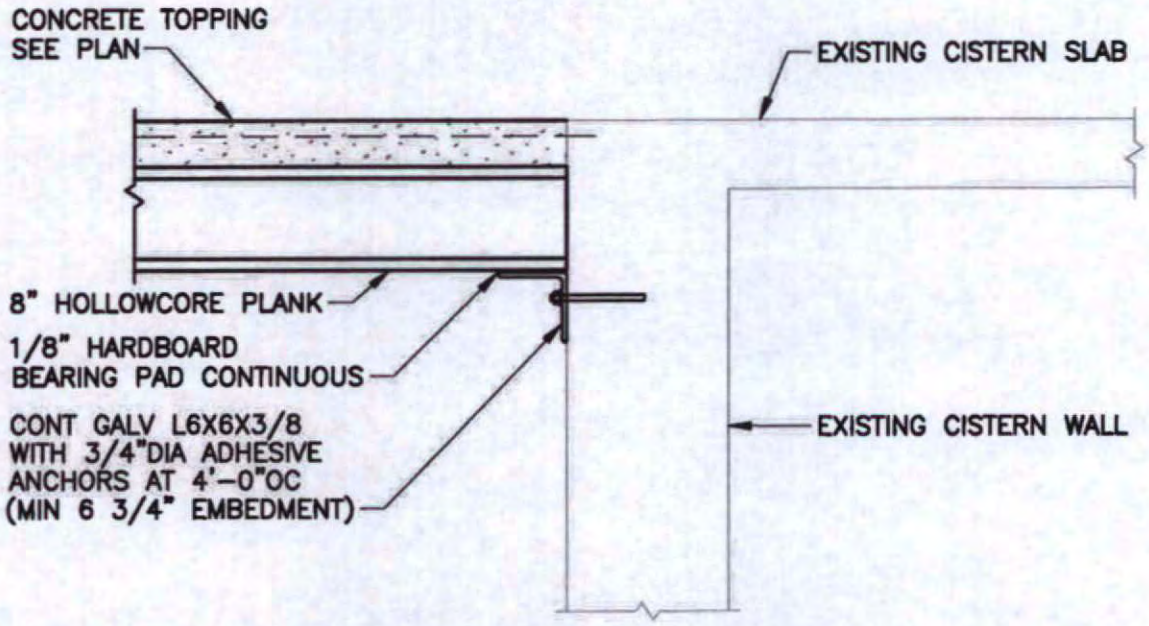
Bert, Bella Construction as requested a footing detail for the intersection of the Precast plank and cistern in Bld.B
Please see attached Detail 4, Sheet A18.1.
The end of the plank doesn't appear to be supported. Is there an other detail showning otherwise?

Senders Recommendation: *(recommended solution, cost, and schedule impact)*

Receiver's Response: *(Provide answer to RFI including cost and schedule considerations.)*

See attached detail.

Laney Stoddard, P.E.
Atlantic Engineering Services
5/20/2015



SECTION 3 / S2.6

SCALE: 3/4" = 1'-0"

MARK J KEISTER PE 37435

SHEET TITLE	SCALE	REVISION	DATE
SECTION	AS NOTED	RFI#30	05/20/15

AES
6501 Arlington Expressway
Building B, Suite 201
Jacksonville, FL 32211
PH: 904.743.4633 FX: 904.725.9295
FL COA #791 SC COA #1691

PROJECT

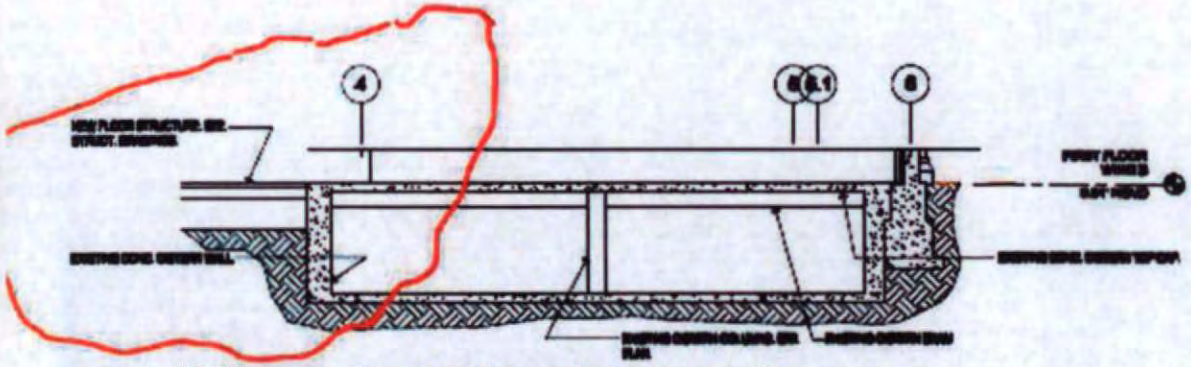
KEY WEST CITY HALL
AT GLENN ARCHER

CITY OF KEY WEST

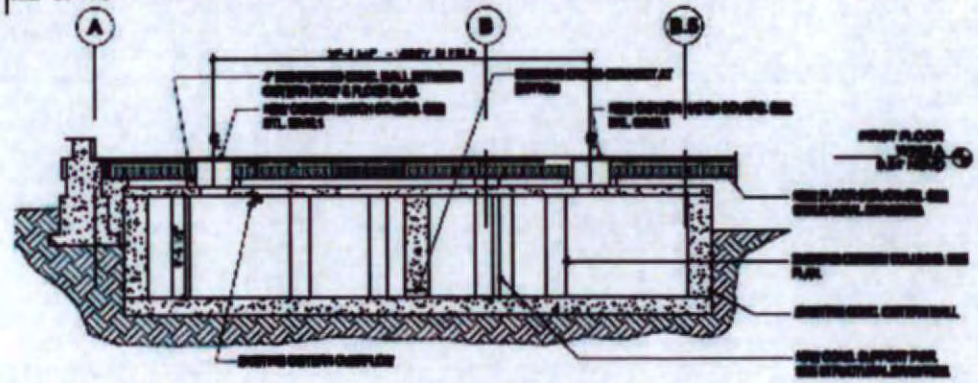
PROJECT NO. 312-295

WORK W/ SHEET S2.6

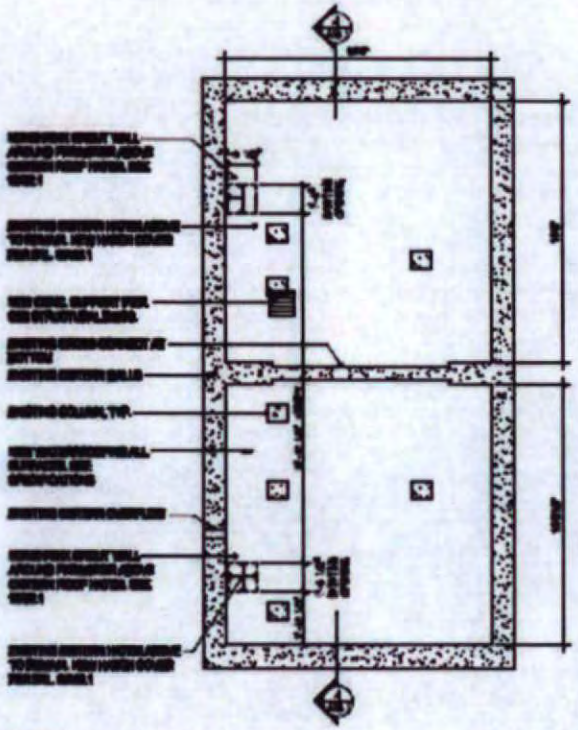
SKETCH NO. SK-9



4 Section Through Building B Cistern Looking West



2 Section Through Building A Cistern Looking West



1 Building A Cistern Plan

Bender & Associates ARCHITECTS

PERMIT SET

A18.1

CAPITOL STEEL STRUCTURES

CHANGE ORDER REQUEST # 1
PROJECT # 1180A

2188 NW 25 AVE . Miami, Fl. 33142. (305) 633-5008 Office . (305) 633-5058 Fax . rdiaz@capitolsteelstructures.com

Client: Burke Construction Group
Project: Key West City Hall
1320 White Street
Key West, FL

June 22, 2015

Structural Steel:

- (1) L 6 x 6 x 3/8" x 21'-0" H.D. Galvanized Angle
- (21) ¾" Threaded Rods +/- 12" long each

Fabrication and Supply Only..... $735.00

All work performed by certified steel welders.
All work performed under SFBC. Latest edition for steel construction.
All workers OSHA Certified.
All work fabricated under AISC codes for steel fabrication.

Exclusions:
Shoring
Unforeseen conditions for logistic purposes
Repairs to slab
Permit and permit fees
Tests or testing
Grouting
Finished paints
Layouts and installation of embeds if applicable
Any Items not listed in proposal description
After hours work schedule.
This quote was based on emailed drawings by Bender & Associates Architects P.A., dated 8/8/14
This document does constitute a contract, if you accept please sign this agreement.
% of payments as by payment requisites.

Respectfully Submitted __Ruben Diaz_____ 6/23/15

Contractor Accepted _____

Print Name _____

CAPITOL STEEL STRUCTURES

PROJECT PROPOSAL # 1180A-co2

2188 NW 25 AVE . Miami, Fl. 33142. (305) 633-5008 Office . (305) 633-5058 Fax . rdiaz@capitolsteelstructures.com

Client: Burke Construction Group
Project: Key West City Hall
1320 White Street
Key West, FL

August 25, 2015

We hereby propose to furnish all the materials and perform all labor necessary, to fabricate as per A.I.S.C. specifications and to grades and elevations established by others, the miscellaneous metals as follows:

Structural Steel:

2-1/2 x 2 x 3/8 angle cistern hatches W/ 1 nelson stud..... $855.00 Each hatch.

All work performed by certified steel welders.
All work performed under SFBC. Latest edition for steel construction.
All workers OSHA Certified.
All work fabricated under AISC codes for steel fabrication.

Exclusions:

Unforeseen conditions for logistic purposes
Hot dip Galvanized
Shop prime Only
Repairs to slab
Permit and permit fees
Tests or testing
Grouting
Finished paints
Layouts and installation of embeds if applicable
Any Items not listed in proposal description
After hours work schedule.
This quote was based on emailed drawings by Bender & Associates Architects P.A., dated 8/8/14
This document does constitute a contract, if you accept please sign this agreement.
% of payments as by payment requisites.

Respectfully Submitted __Ruben Diaz_____

Contractor Accepted _____

Print Name _____

REQUEST FOR CHANGE ORDER

☑ OWNER
☑ ARCHITECT
☑ CONTRACTOR
☑ FIELD
☐ SUBCONTRACTOR

BURKE Construction Group Inc.

PROJECT: **KEY WEST CITY HALL - GLYNN ARCHER**
1300 White Street
Key West, Florida 33040

REQUEST FOR CHANGE ORDER NO.: **026**

REQUEST FOR CHANGE ORDER DATE: **11/27/2015**

PROJECTS NO.: **1415**

CONTRACTOR: **Burke Construction Group, Inc.**
3210 Flagler Avenue
Key West, FL 33040

DATE OF CONTRACT: 12/19/2014

Removal and replacing the 90+ year old interior plaster

The Contract is changed as follows:

This increase in contract amount and time is in reference to the unforeseen condition of the 90+ year old interior plaster. After the demolition and installation of steel framing elements it has become clear the interior plaster continues to show signs of delaminaion from the masory walls.

The two experts (Old World Finishes and Zarco) who bid the plaster scope of work will not fully warranty the existing plaster which continually falls off the wall. Framers are also having difficulty attaching furring for the wainscott

We are proposing the removal of all the interior plaster and replace with new. We also propose a credit back for the initial repair scope of $37,000 and an additional proposed cost for all new interior plaster of $100,500.00 which would be a base cost of $63,500.

OK. COST JUSTIFIED PER MEETING W/ DAVID MARTINEZ. 1.18.2016 AND ADDITIONAL BACKUP DOCUMENTATION PROVIDED ON 1.25.2016

TIME INCREASED TO ALLOW FOR ADDITIONAL CO-ORDINATION & DELAYS TO CRITICAL PATH.

1.25.2016

Subtotal	63,500.00
Contractor Fee: 10%	6,350.00
Contractor OH: 2.5%	1,587.50
GL Insurance: 1%	635.00
Bond : 1%	635.00
TOTAL RCO: $	**72,707.50**
CONTRACT TIME INCREASE / (DECREASE):	~~14~~ 21

Burke Construction Group, Inc.
CONTRACTOR
3210 Flagler Avenue
ADDRESS
Key West, FL 33040

BY *(Signature)*
David J Hahn, Project Manager
(Typed Name)

DATE 11/27/2015

Reservations: This proposal is based solely on the usual cost elements such as labor material and normal markups, and does not include any amount for additional changes in the sequence of work, delays, disruptions, rescheduling, lost productivity, extended or unabsorbed overhead, overtime, acceleration and or impact costs, unless specifically stated. The right is expressly reserved to amend and make claim for any and all of these related items prior to final settlement of this contract.

zarco
CONSTRUCTION

Proposal Submitted to:
Burke Construction
10145 NW 19th Street
Doral, FL 33172

Date: 1-18-2016
Job Name: Key West City Hall
Key West, FL
Architect: Bender & Associates
Date of Plans: 8/8/14

We hereby submit specifications and estimates for **INTERIOR PLASTER DEMOLITION and INTERIOR PLASTER WORK** as follows:

Demolition of Interior Plaster
Demolition of interior plaster at perimeter walls as needed
Reparation of substrate as needed to receive new plaster
Removal of debris to designated dumpster on site

29,590 SQFT @ $.73 = $21,600.00

Interior Plaster Work Preparation of surface to receive plaster finish above wainscot paneling,
Preparation of joints to receive plaster finish
USG Plaster Bonder at monolithic concrete
Application of scratch and base coat using USG Imperial Basecoat Plaster
Application of finish coat using gauging plaster/lime finish such as USG Red top Finish Plaster
19,725 SQFT @ $4.00 = $78,900.00

NOTES & EXCLUSIONS:

Lodging/Hospitality Included in price
Scaffolding Included in price
Dust mitigation not included in price
Mold mitigation not included in price
No decorative plaster work included in price, No interior molding work included in price
Price based on single mobilization
Additional repairs due to unexpected conditions will be an additional charge

_____

Guillermo Swain - Principal
Zarco Construction, LLC

Note: This proposal may be withdrawn by us if not accepted within fifteen (15) days. Our prices are based on our material prices currently charged to us by our suppliers. After a thirty (30) day grace period, any increase in price on materials given to us will be passed on to the general contractor.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. This proposal will be incorporated in the contract documents.

Date of Acceptance: _____

Company: **Burke Construction Group, Inc**

By: _____

Title: _____

RESOLUTION NO. 14-348

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, ACCEPTING THE PROPOSAL OF BURKE CONSTRUCTION GROUP, INC. FOR CONSTRUCTION OF THE NEW KEY WEST CITY HALL AT GLYNN ARCHER, IN ACCORDANCE WITH THE TERMS SPECIFIED IN RFP 001-15, WITH A BASE BID AMOUNT NOT TO EXCEED $14,997,500.00; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT IN ACCORDANCE WITH THE SOLICITATION DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on October 22, 2014 three proposals were opened in response to RFP #001-15, for construction of the new Key West City Hall at Glynn Archer, and the proposals were determined to be fully responsive; and

WHEREAS, ranking committee members submitted ranking scores of each quality packet to the City Clerk in sealed envelopes, which were opened and tabulated, along with pricing packets, at a properly noticed meeting conducted consistent with the "Sunshine Law," on October 30, 2014, to rank the respondents to the RFP; and

WHEREAS, at a regular meeting on November 18, 2014, the City Commission reviewed the criteria of the RFP and determined that the proposal from Burke Construction Group, Inc. was the highest ranked.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the City Commission reviewed the proposals in accordance with the solicitation criteria and determined the attached proposal of Burke Construction Group, Inc. to be the highest ranked respondent for construction of the new Key West City Hall at Glynn Archer in accordance with the terms specified in RFP #001-15 with a base bid amount not to exceed $14,997,500.00.

Section 2: That the City Manager or his designee is authorized and directed to execute a contract in accordance with the solicitation documents.

Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 18 day of November, 2014.

Authenticated by the Presiding Officer and Clerk of the Commission on 13 day of January, 2014.

Filed with the Clerk on January 13, 2014.

Mayor Craig Cates	Yes
Vice Mayor Mark Rossi	Yes
Commissioner Teri Johnston	No
Commissioner Clayton Lopez	Yes
Commissioner Billy Wardlow	Yes
Commissioner Jimmy Weekley	Yes
Commissioner Tony Yaniz	No

CRAIG CATES, MAYOR

ATTEST:

CHERYL SMITH, CITY CLERK

RESOLUTION NO. 15-369

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AUTHORIZING PURSUANT TO SECTION 2-797(3) THE PURCHASE AND INSTALLATION OF OFFICE FURNISHINGS, EQUIPMENT AND INTEGRAL INFRASTRUCTURE FROM HERMAN MILLER, INC., IN AN AMOUNT NOT TO EXCEED $754,599.65 THROUGH PIGGYBACKING ON GOVERNMENT CONTRACTS WITH STATE OF FLORIDA AND U.S. COMMUNITIES; PROVIDING FOR AN EFFECTIVE DATE

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the purchase of Office Furnishings, Equipment and Integral Infrastructure in an amount not to exceed $754,599.65 from Herman Miller, Inc. is hereby authorized and will be made pursuant to government contract, by piggybacking on the State of Florida contract #425-001-12-12 and U.S. Communities contract #4400003403, in accordance with section 2-797(3) of the Code of Ordinances.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 2nd day of December, 2015.

Authenticated by the Presiding Officer and Clerk of the Commission on 3rd day of December, 2015.

Filed with the Clerk on December 3, 2015.

Mayor Craig Cates	Yes
Commissioner Sam Kaufman	No
Commissioner Clayton Lopez	Yes
Commissioner Richard Payne	Yes
Commissioner Margaret Romero	No
Commissioner Billy Wardlow	No
Commissioner Jimmy Weekley	Yes

CRAIG CATES, MAYOR

ATTEST:

CHERYL SMITH, CITY CLERK

RESOLUTION NO. 15-169

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING FY 2014-15 BUDGET AMENDMENTS FOR THE CONSTRUCTION OF THE NEW CITY HALL AT GLYNN ARCHER SCHOOL (PROJECT GN1302) IN AN AMOUNT TOTALLING $1,638,660.00; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission finds that construction of City Hall at Glynn Archer will serve a public purpose and directly benefit the residents of the City of Key West; and

WHEREAS, in Resolution No. 14-348, the City Commission accepted the proposal and authorized a contract for the construction of City Hall by Burke Construction Group, Inc., at a cost in excess of the funds budgeted; and

WHEREAS, budget amendments are necessary in order to complete the project; and

WHEREAS, on April 15, 2015, the Key West Bight Management District Board recommended approval of a transfer of $1,300,000.00 from Bight Reserve funds to construction of the new City Hall;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA AS FOLLOWS:

Section 1: That budget transfers are approved to fund the construction of the new City Hall at Glynn Archer School (Project GN1302), in a total of $1,638,660.00 as follows: from Fort Street

Parking Lot Construction 101-4303-543-6300/TR1201 in the amount of $53,187.00, from Key West Bight operating reserves 405-7501-575-9803 in the amount of $1,300,000.00, and from the Police Station Roof Replacement Project 101-2101-521-6200/PD1409 in the amount of $285,473.00.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 5th day of May, 2015.

Authenticated by the Presiding Officer and Clerk of the Commission on 6th day of May, 2015.

Filed with the Clerk on May 6, 2015.

Mayor Craig Cates	Yes
Vice Mayor Mark Rossi	Yes
Commissioner Teri Johnston	Yes
Commissioner Clayton Lopez	Yes
Commissioner Billy Wardlow	No
Commissioner Jimmy Weekley	Absent
Commissioner Tony Yaniz	Yes

CRAIG CATES, MAYOR

ATTEST:

CHERYL SMITH, CITY CLERK

THE CITY OF KEY WEST
Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

MEMORANDUM

EXECUTIVE SUMMARY

Date: April 30, 2015

To: Jim Scholl, City Manager

From: Greg Veliz, Assistant City Manager

Cc: Sarah Spurlock, Assistant City Manager
Jim Bouquet, P.E., Director of Engineering
Nancy Kielman, Director of Finance

Subject: **Approval of Estimated Project Cost and Budget Amendments for Funding Construction of New City Hall at Glynn Archer School.**

Action Statement

Resolution approving Budget Amendment to fund Project GN1302 - New City Hall at Glynn Archer School. Approving all necessary budget amendments from current Project's Adopted Funding Level and Key West Bight fund reserves account as funding sources. Approval of estimated project cost of $18,838,660.

Background

Resolution No. 14-348 accepted the proposal of Burke Construction Group Inc., for construction of a New City Hall at 1300 White Street with a base bid amount of $14,997,500.00 and authorized the City Manager to execute a contract in accordance with the solicitation documents (RFP 001-015). As discussed at the November 18, 2014 City Commission meeting, additional funding required to complete the project including the base bid funding shortfall, Arts in Public Places fee, City permit fees, inspection and testing during construction, office furnishings and equipment and a project contingency was approximately $1.8 million. Current funding shortfall is itemized below:

Base Bid Funding Shortfall	$ 114,960
Art in Public Places Fee	$ 149,975
Building Related Permit Fees	$ 386,775
Inspection & Testing	$ 31,000
Office Furnishings and Equipment	$ 757,000
Project Contingency (FY 2015)	$ 198,950
Estimated additional funding shortfall for FY 2015:	**$1,638,660**

The above total includes a contingency of $198,950 for FY 2015. Additional contingency (approximately $300,000) will be included in the FY 2016 budget for this project.

Purpose and Justification

This funding request will support construction of a long-term, state of the art facility to serve the Key West community as a New City Hall.

The improvement of infrastructure is critical to meeting the current and future needs of the City. This project is in accordance with the City of Key West's Strategic Goal #5:
All of the City's Destinations and Resources Are Accessible to Residents and Visitors.

Options

1. City Staff recommends approval of budget amendment and necessary budget transfers from current Projects and Key West Bight fund reserves account in the amount of $1,638,660 to fund construction of New City Hall at Glynn Archer School. This option includes approval of an estimated project cost of $18,838,660.00.

2. The City Commission may choose not to approve presented funding sources and direct City staff to seek funding from other City projects (e.g., Truman Waterfront Park).

Financial Issues

Identified Project GN1302 New City Hall at Glynn Archer School expenditures shortfall of $1,638,660 requires additional appropriations. Suggested funding sources for budget transfers from current project funding levels and Key West Bight fund reserves account include:

Fort Street Parking Lot Construction 101-4303-543-6300 / TR1201	$ 53,187
Key West Bight 405-7501-575-9803	$1,300,000
Police Station Roof Replacement Project 101-2101-521-6200 / PD1409	$ 285,473
Total	**$1,638,660**

An explanation of above selected funding sources are:

TR1201 – Fort Street Parking Lot – The parking lot is complete and $53,187 remains in this account.

Key West Bight – A transfer of $1,300,000 from Key West Bight operating reserves will reduce the reserves balance to approximately $4.9 million.

PD1409 – Police Station Roof Replacement – Current project balance after issuance of a purchase order to the roof replacement contractor and transferring $285,473 to the City Hall project is approximately $20,000. Staff recommends maintaining this balance until after the roof project is complete.

Recommendation

Approve Option 1 for a budget amendment and necessary budget transfers from current projects and Key West Bight fund reserves account in the amount of $1,638,660 to fund construction of New City Hall at Glynn Archer School. This option includes approval of estimated project cost of $18,383,660.00.

Bender & Associates
ARCHITECTS P.A.

January 25, 2016
February 15, 2016 Revised

Mr. James Bouquet, Engineering Director
City of Key West
P.O. Box 1409
Key West, FL 33041

RE: Unforeseen Conditions Change Order No. 4 Recommendation

Dear Jim,

As you are aware, we have accumulated a number of Change Order Requests (COR's) which I have held in order to group as a single Change Order comprised primarily of unforeseen conditions. The CORs, along with the required backup, are attached to this letter. The following summarizes my review and action taken during a negotiation and documentation meeting with David Martinez on January 18, 2016 and a follow up meeting on February 11, 2016 with: David Martinez, Tony Burke, David Hahn, Greg Veliz, Kreed Howell, you and myself.

COR No. 005
Concrete spalling was discovered during selective demolition of windows in Building B. We agreed that this work was an unforeseen condition and was required and subsequently issued Information Bulletin No. 5 on June 9, 2015 authorizing work to proceed on a unit price basis of $250/s.f. to a maximum of $45,000. Kreed Howell and Ron Gage jointly monitored the work and agreed on the final quantities. The total cost of the Change Order Request is $9,527.79. A 14 day contract time extension was determined to be appropriate for delays as this work impacted the critical path schedule. However, the full 14 days cannot be justified because it overlapped with other items. Nine days are recommended.

COR No. 009
During installation of the wall bracing, two previously unknown septic tanks were discovered when screw pile augers punched through into the cavities. The cisterns were a life safety hazard, therefore, we authorized this work to proceed on a cost plus basis. Total costs, including contractor mark up, is $3,810.10. A two day impact to the critical patch schedule was verified.

COR No. 014
During demolition of the first floor framing, asbestos containing materials, including insulation of piping, was located. These materials were located in a limited access area (crawlspace beneath the main floor) and therefore not identified in the original asbestos survey. The abatement work needed to be completed before general demolition work could proceed, and was authorized in order to keep the project moving. Cost of the abatement ($27,630.56) was verified as fair and the requested eight (8) day time extension is justified.

410 Angela Street
Key West, Florida 33040
Telephone (305) 296-1347
Facsimile (305) 296-2727
Florida License AAC002022
www.BenderArchitects.com

COR No. 016
Following demolition of the north and south porches, cracks in the auditorium walls were discovered. The cracks needed to be repaired. These walls are no longer carrying gravity loads and repair was for weatherproofing only. The pricing ($14,663.01) has been confirmed as fair and the requested seven (7) day impact to the critical path schedule is justified.

COR No. 017
An abandoned sewer lateral running from the gymnasium to United Street was discovered during site work. The lateral was removed and capped at a cost of $2,486.94. The Contractor' request for additional time was denied.

COR No. 018
Additional weatherproofing in the form of liquid flashing was added at all windows. While not required by the original contract documents, additional weatherproofing is recommended due to the condition of window openings. Pricing ($6,369.99) has been determined to be fair and the requested three (3) day impact to the critical path schedule is appropriate.

COR No. 019
The roofing contractor inspected the roof deck to determine if substrates were acceptable for a fully warranted installation. This inspection and acceptance of the substrate is a requirement of the Specifications. Based on this inspection, the roofing contractor required substrate repairs to the parapets. As the condition of the parapets was not visible until after removal of the roof, these substrate repairs represent an unforeseen condition. We have determined that the pricing ($16,602.50) is fair and the requested eight (8) day time extension is justified as to schedule impact. However, the delay was not the fault of the Owner and is entirely predicated by Contractor and Subcontractor scheduling issues. In my opinion, the time should not be allowed.

COR No. 020
The contractor requested additional compensation and time associated with installation and rental of wall bracing. The original bracing plan was rejected by our structural engineer as the specified mid-height bracing was not provided. The bracing plan redesign and subsequent review and approval impacted the project's critical path schedule.

The Contractor's request for $61,857.50 was denied; however, the requested 38 day extension to the schedule could be justifiable subject to negotiations. The Contractor's "Schedule of Delays: shows 19 days from the stop work order to delivery & installation of bracing. Therefore, 19 days is the most that I can justify.

COR No. 021
Due to a variation in the anticipated foundation condition at Column Line B.5 Bridge Columns, adjustments to the slab were required. The $6,365.17 cost associated with these foundation adjustments has been determined to be fair. The requested seven (7) day time increase is justified since this work delayed installation of the critical path bridge columns.

COR No. 022

This is a request for additional concrete related to two items:

1. Variation of existing foundations discovered during excavation work, and
2. Additional concrete at the second floor decks due to "deck deflection."

Item No. 1 is an unforeseen condition. The $5,906.99 base cost is fair and allowable. The two (2) day critical path delay associated with the foundation work is justified.

Item No. 2 at $5,392.50 base cost cannot be justified and is denied.

COR No. 023

During selective demolition at Building B, the two original door openings were uncovered. The openings necessitated the addition of a transom to match those at Building A. The $3,683.24 cost for these two transoms is appropriate. The request for additional time cannot be justified and is denied.

COR No. 024

This request is for lost construction time associated with severe weather that stopped work. The 10 day request was confirmed by field logs and NOAA records and is allowed.

COR No. 025

This request is for an additional access hatch to the crawl space at Building A. The crawl space is restricted where the south side ramp approaches the existing cistern. The addition of a second hatch provides better access for future service or repairs required below the floor. Costs ($1,820.55) have been verified as fair and the one day time increase is justifiable.

COR No. 026

The intent of the contract documents is to retain as much of the historic interior plaster as possible. However, severe weather events with large volumes of rain occurred prior to the building being closed in, resulting in extensive areas of delamination of the existing plaster. Delamination continues to occur. The Contractor proposes to remove all wall plaster above the wainscot (demolition) and install new plaster using a 3-coat plaster system. Pricing for interior plaster demolition ($21,600) and new plaster installation ($78,900) is fair for the scope of plaster work involved. The COR proposed 14 additional days to complete this work.

Summary

The above analysis is summarized as follows:

	TIME ALLOWED	COST ALLOWED
Per Change Order Request No. 005	9 days	add $ 9,527.79
Per Change Order Request No. 009	2 days	add $ 3,870.10
Per Change Order Request No. 014	8 days	add $ 27,630.56
Per Change Order Request No. 016	7 days	add $ 14,663.01
Per Change Order Request No. 017	-0- days	add $ 2,486.94
Per Change Order Request No. 018	3 days	add $ 6,369.99
Per Change Order Request No. 019	8 days	add $ 16,602.50
Per Change Order Request No. 020	19 days	add $ -0- time only
Per Change Order Request No. 021	7 days	add $ 6,365.17
Per Change Order Request No. 022	2 days	add $ 6,763.50
Per Change Order Request No. 023	-0- days	add $ 3,683.24
Per Change Order Request No. 024	10 days	add $ -0- time only
Per Change Order Request No. 025	1 day	add $ 1,820.55
Per Change Order Request No. 026	14 (requested days)	add $ 72,707.50
Total Change Order Requests	**90 days**	**add $172,490.85**

The additional time allowed extends the substantial completion date to May 18, 2016.

Based on the above analysis, I recommend approval of these Change Order Requests as modified by my recommendations to individual CORs presented above.

Please call if you have any questions.

Sincerely,

Bert L. Bender, Architect

BLB/ddk

Attachments